



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, June 26, 2024

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, June 26, 2024 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

PRESENTATION:

1. Mike Kane, GIS Insurance

APPROVAL OF MINUTES:

2. Consider a motion to approve the May 8, 2024 Work Session Minutes and the May 22, 2024 Regular Meeting Minutes.

VERIFIED CLAIMS:

3. Consider a motion to approve \$859,621.71 verified claims for May and June 2024.

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.

4. Consider a motion to ratify a leave of absence for Megan Sjostrand.
5. Consider a motion to approve the June 2024 semi-annual write off of \$16,285.32 uncollectible accounts receivable.
6. Consider a motion to approve the procurement contract with Minnesota Power for Substation Battery Replacement at Grand Rapids 115 kV Substation for \$44,000 and allow the General Manager to sign the Scope of Work.
7. Consider a motion to ratify the purchase of vLoc3 RTK-Pro from Utility Logic in the amount of \$12,135.00.
8. Consider a motion to approve the 24-Hour Residential Emergency Locate Liability Waiver.
9. Consider a motion to approve the procurement with Trenchers Plus for a Brush Chipper for \$52,654 and allow the General Manager to sign the purchase agreement.

10. Consider a motion to ratify the procurement contract with Warning Lites, Inc. for two portable messaging boards for \$7,600.00.

11. Consider a motion to ratify the procurement contract with WDIO for the water system chlorination video production and a commercial spot not to exceed \$10,645.

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.

SAFETY REPORT:

12. Consider a motion to adopt the A Workplace Accident & Injury Reduction Program (AWAIR) policy.

13. Review Safety Monthly Report

ADMINISTRATION:

14. Consider a motion to approve the 2024-2026 Labor Agreement between AFSCME Local 3456 and the Grand Rapids Public Utilities Commission, as ratified by the Union on June 5, 2024, and implement requisite pay adjustments retroactively to January 1, 2024.

15. Review Administration Department Monthly Report

BUSINESS SERVICES DEPARTMENT:

16. Consider a motion to approve the revised Ancillary Services and Fees Schedule.

17. Consider a motion to approve the July 1, 2024, renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$158,228, 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.

ELECTRIC DEPARTMENT:

18. Consider a motion to adopt the Electric Infrastructure Transfer policy

19. Consider a motion to approve renewing the Class A Electrical Contractor license EA750168 with the State of Minnesota.

20. Review Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

21. Review Water Utility Monthly Report

22. Review Wastewater Utility Monthly Report

DEPARTMENT HEAD REPORT:

23. Water & Wastewater Department Head Presentation

ADJOURNMENT:

The next Work Session is scheduled for Wednesday, July 10, 2024 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 24, 2024 at 4:00 AM 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
WORK SESSION**

MEETING MINUTES

Wednesday, May 08, 2024

8:00 AM

President Stanley called the meeting to order at 8:00 am.

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

STAFF: Julie Kennedy, Jean Lane, Steve Mattson, Mike LeClaire

PUBLIC: Students from MN North College - Scott Waara, Kaydence Weimer, Jeremy Chavez Erroa, Tanner Hills, Luke Dinger, Anthony Scholler, Cody Dahlke, Eric Grover, Isabella Hass, Caleb Bearley, Rodney Kuschel and Dylan Malsed.

ABSENT WITH NOTICE: Commissioner Dale Adams

BUSINESS:

1. Consider a motion to approve \$264,668.22 verified claims for April 2024.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith.
Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug,
Commissioner Smith**

2. MN North College – Itasca Student Presentation on Water Treatment Plant Filter Media Project

Presentation given on Water Treatment Plant Filter Media Project.

3. MN North College – Itasca Student Presentation on Microgrids

Presentation given on Microgrids.

4. MN North College – Itasca Student Presentation on Electric Vehicle Impact

Presentation given on Electric Vehicle Impact.

5. MMUA Interacting on the Issues Event

Update from MMUA.

6. Legionella and Drinking Water Update

Update on Legionella and Drinking Water.

ADJOURNMENT:

There being no further business, the meeting adjourned at 9:35 am.

Respectfully submitted,

Julie Kennedy

Julie Kennedy



GRAND RAPIDS PUBLIC UTILITIES COMMISSION
MEETING MINUTES
Wednesday, May 22, 2024
4:00 PM

President Stanley called the meeting to order at 4:01 pm.

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

STAFF: Julie Kennedy, Jean Lane, Chad Troumbly, Mike LeClaire, Steve Mattson

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the April 10, 2024 Work Session Minutes, the April 24, 2024 Work Session Minutes, and the April 24, 2024 Regular Meeting Minutes.

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approve the April 10, 2024 Work Session Minutes, the April 24, 2024 Work Session Minutes, and the April 24, 2024 Regular Meeting Minutes.

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

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,573,467.90 of verified claims for April and May 2024.

Motion made by Commissioner Smith, Seconded by Secretary Francisco to approve \$1,573,467.90 of verified claims for April and May 2024.

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

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 Commissioner Adams, Seconded by Commissioner Saxhaug to approve the consent agenda as presented.

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

3. Consider a motion to confirm the hiring of Mr. Glen Hodgson as a temporary, part-time Special Project Coordinator for the WTP renovation project.

Approved on consent agenda.

4. Consider a motion to ratify the procurement contract with CliftonLarsonAllen (CLA) for professional consulting services for the ERP implementation not to exceed \$6,500.

Approved on consent agenda.

5. Consider a motion to ratify the procurement contract with Lake Country Lawn and Snow for lawn mowing services for W-WW and Electric departments for \$11,500.

Approved on consent agenda.

6. Consider a motion to ratify the procurement contract with Bolton & Menk Inc for engineering and bidding services for repairing the south roof at the combined service center building for \$14,500.

Approved on consent agenda.

7. Consider a motion to approve the procurement contract with Quality Flow Systems Inc. for one leachate pump and rebuilding another for the leachate system of the landfill for \$17,690.00.

Approved on consent agenda.

8. Consider a motion to ratify the procurement contract with Electric Pump Inc. for one pump for the filtrate station at the primary plant of the wastewater treatment plant for \$16,901.00.

Approved on consent agenda.

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 regular agenda as presented.

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

SAFETY REPORT:

9. Review Safety Monthly Report

Reviewed Safety Monthly Report.

BUSINESS SERVICES DEPARTMENT:

10. Review Business Services Monthly Report

Reviewed Business Services Monthly Report.

ELECTRIC DEPARTMENT:

11. Review Electric Utility Monthly Report

Review Electric Utility Monthly Report.

WATER AND WASTEWATER DEPARTMENT:

12. Review Water Utility Monthly Report

Reviewed Water Utility Monthly Report.

13. Review Wastewater Utility Monthly Report

Reviewed Wastewater Utility Monthly Report.

14. Legionella and Drinking Water Update

Legionella and Drinking Water Update Presented.

DEPARTMENT HEAD REPORT:

15. Information Systems Department Head Presentation

Mike LeClaire presented the Information Systems Department Presentation.

ADJOURNMENT:

There being no further business, President Stanley adjourned the meeting at 4:50 pm.

Respectfully submitted,

Julie Kennedy

Julie Kennedy



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve \$859,621.71 verified claims for May and June 2024.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$303,223.51
Manual check register \$556,398.20

Total \$859,621.71

RECOMMENDATION:

Consider a motion to approve \$859,621.71 of verified claims for May and June 2024.

Grand Rapids Public Utilities
Accounts Payable
May/June 2024
(Meeting Date: 6/26/2024)

Item 3.

NAME	AMOUNT	NAME	AMOUNT
Altec Industries	4,442.99	Nextera	1,396.41
Bolton & Menk	13,062.50	North Cental Laboratories	182.85
Burggraf's	164.78	Polydyne	70,248.50
Carquest	113.89	Pro-Max Machine	330.00
Central McGowan	3,742.59	Public Utilities	3,316.90
City of Grand Rapids	6,806.65	Rapids Welding	472.99
Cole Hardware	292.90	RCB Collections	385.31
Cooperative Response Center	2,084.73	RMB	261.80
Davis Oil	3,010.15	Rob's Bobcat	23,060.00
Fastenal	9,791.62	Sandstroms	501.36
Ferguson Waterworks	3,254.79	SPX Flow	41,522.50
Figgins Truck & Trailer	3,160.84	Stuart Irby	9,005.75
Flow Measurement and Control	782.00	Trout Enterprises	75.00
Frontier Energy	8,827.48	Utility Logic	12,135.00
Gopher State One Call	309.15	Vestis	126.42
GFOA	485.00	Viking Electric	10,309.92
Grainger	3,363.80	Wesco	18,942.00
Graybar	1,983.57	WUSZ-FM	460.00
Hach	703.25		
Hawkins	8,525.11	Energy Efficiency Rebate:	
Herc-U-Lift	952.00	1st Avenue Condos	70.00
Idexx	2,811.62	Arrowhead Promtions	3,862.40
Innovative	1,226.26	Blue Moon Appliance & Home Center	959.41
Itasca County	1,018.57	Cerasa, Peter	35.00
Locators & Supplies	644.00	Haben, Carlie	100.00
Macqueen	1,581.38	Miners Super One	2,104.26
Magney Construction	3,483.89	Pope, Russell & Elke	1,000.00
MN Department of Commerce	3,439.22	Schwake, Darren	35.00
MN Municipal Utilities	10,660.00	Suihkonen, Jacob	1,000.00
MN Society of CPA	565.00	Wetschka, Mark	35.00
		Total	303,223.51

May 2024 Check Register

Item 3.

Document Date	Check #	Vendor Name	Document Amount	
5/1/2024	5110	Northeast Service Cooperative	66,476.00	5/31/2024
5/1/2024	5111	Northeast Service Cooperative	5,428.00	5/31/2024
5/10/2024	5112	Invoice Cloud	3,106.05	5/31/2024
5/2/2024	5113	WEX Health	3,857.33	5/31/2024
5/6/2024	5114	WEX Health	1,227.17	5/31/2024
5/3/2024	5115	Public Employees Retirement Association	17,121.46	5/3/2024
5/3/2024	5116	MN Department of Revenue	4,678.40	5/3/2024
5/3/2024	5117	Wells Fargo Bank	28,040.35	5/3/2024
5/3/2024	5118	Empower Retirement	9,421.07	5/3/2024
5/1/2024	5119	Wells Fargo Fraud Management	1,446.00	5/31/2024
5/3/2024	5120	Wells Fargo Fraud Management	135.59	5/31/2024
5/2/2024	5121	Wells Fargo Fraud Management	398.65	5/31/2024
5/7/2024	5122	Wells Fargo Fraud Management	2,267.00	5/31/2024
5/7/2024	5123	Wells Fargo Fraud Management	297.63	5/31/2024
5/7/2024	5124	Wells Fargo Fraud Management	2,843.47	5/31/2024
5/8/2024	5125	Wells Fargo Fraud Management	1,000.00	5/31/2024
5/8/2024	5126	Wells Fargo Fraud Management** cleared as ck#99425481	135.59	5/31/2024
5/10/2024	5127	Wells Fargo Fraud Management	1,982.00	5/31/2024
5/17/2024	5128	MN Department of Revenue	74,941.00	5/31/2024
5/20/2024	5129	WEX Health	99.00	5/31/2024
5/20/2024	5130	WEX Health	1,227.17	5/31/2024
5/17/2024	5131	Public Employees Retirement Association	16,712.15	5/17/2024
5/17/2024	5132	MN Department of Revenue	4,530.97	5/17/2024
5/17/2024	5133	Wells Fargo Bank	27,474.90	5/17/2024
5/17/2024	5134	Empower Retirement	9,191.62	5/17/2024
5/31/2024	5135	Public Employees Retirement Association	16,382.53	5/31/2024
5/31/2024	5136	MN Department of Revenue	4,585.60	5/31/2024
5/31/2024	5137	Wells Fargo Bank	27,504.38	5/31/2024
5/31/2024	5138	Empower Retirement	9,052.16	5/31/2024
5/28/2024	5139	WEX Health	87.96	5/31/2024
5/8/2024	5140	Wells Fargo Pcard	9,764.55	
5/3/2024	83027	First Net AT & T Mobility	3,091.56	5/3/2024
5/3/2024	83028	Mattson Steve	36.85	5/3/2024
5/3/2024	83029	MN Department of Health	23.00	5/3/2024
5/3/2024	83030	MN Department of Health	23.00	5/3/2024
5/3/2024	83031	MN Department of Health	23.00	5/3/2024
5/3/2024	83032	MN Department of Health	23.00	5/3/2024
5/3/2024	83033	Verizon Wireless	1,089.95	5/3/2024
5/3/2024	83034	Customer Refunds - A. Turk	100.74	5/3/2024
5/3/2024	83035	Customer Refunds - Voyageur Capital	23,056.08	5/31/2024
5/3/2024	83036	Customer Refunds - Sholom Blake	4.29	5/31/2024
5/3/2024	83037	Customer Refunds - MN Depart of Comm	76.40	5/31/2024
5/3/2024	83038	MN Child Support Payment Center	427.31	5/3/2024
5/3/2024	83039	NCPERS Group Life Insurance	80.00	5/3/2024
5/9/2024	83083	City of LaPrairie	15,309.58	5/31/2024
5/10/2024	83084	Waste Management of WI MN	454.55	5/10/2024

5/10/2024 83085	Duluth News Tribune and Herald	242.25	5/10/2024
5/10/2024 83086	MN Department of Health	23.00	5/10/2024
5/10/2024 83087	MN Pollution Control Agency	1,046.02	5/10/2024
5/10/2024 83088	Radtke James	5,796.00	5/10/2024
5/10/2024 83089	Customer Refunds - C. Degarmo	674.56	5/31/2024
5/10/2024 83090	Customer Refunds - Jetland	99.80	5/31/2024
5/10/2024 83091	Customer Refunds - Thayer	125.00	5/31/2024
5/20/2024 83092	MN Child Support Payment Center	427.31	5/20/2024
5/20/2024 83093	MN Council 65	1,926.40	5/20/2024
5/24/2024 83135	Postage By Phone System	5,000.00	5/24/2024
5/24/2024 83136	US Post Office	150.00	5/24/2024
5/24/2024 83137	Xerox Corporation	94.57	5/24/2024
5/24/2024 83138	MN Energy Resources Corporation	47.10	5/24/2024
5/24/2024 83139	Verizon Wireless	478.22	5/24/2024
5/24/2024 83140	Troumbly, Chad M	283.96	5/24/2024
5/24/2024 83141	Customer Refunds - Sprint	639.51	5/31/2024
5/24/2024 83142	Customer Refunds - UnWined	748.26	5/31/2024
5/24/2024 83143	Customer Refunds - M. Gehrke	116.41	5/31/2024
5/24/2024 83144	Customer Refunds - B. Czerny	93.21	5/31/2024
5/24/2024 83145	Customer Refunds - T. Thompson	10.69	5/31/2024
5/24/2024 83146	Customer Refunds A. Wells	109.71	5/31/2024
5/24/2024 83147	Customer Refunds - C. Anderson	87.75	5/31/2024
5/30/2024 83148	City of Grand Rapids	136.50	5/31/2024
5/30/2024 83149	City of Grand Rapids	70,046.27	5/31/2024
5/31/2024 83150	City of Grand Rapids	72,333.33	5/31/2024
5/31/2024 83151	MN Child Support Payment Center	427.31	5/31/2024

Item 3.

Checks Previously Approved ** 0.00

Manual Checks/EFT to be approved 556,398.20

Total Manual Checks 556,398.20



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to ratify a leave of absence for Megan Sjostrand.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

As described in the GRPU Personnel Policies, leaves of absence must be approved/ratified by the Commission. In early June, Megan requested a part-time leave of absence. The request was considered and a 16-hour per week leave of absence for two months, between June 10 and August 9 was granted. During those months, Megan will work Wednesday – Friday in the office and be paid 24 hours per week. The 16 hours of leave time per week will be unpaid. Under this arrangement, since Megan will work more than 65 hours in a month, she continues to be eligible for benefits. On August 12, Megan will return to 40 hours per week.

RECOMMENDATION:

Ratify a leave of absence as described above for Megan Sjostrand.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve the June 2024 semi-annual write off of \$16,285.32 uncollectible accounts receivable.

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, shows the amounts of the requested account balances to write off as uncollectible.

The CSR team has worked diligently to review several years of outstanding account receivable delinquent balances and clean up as part of the new utility billing software implementation. The attached list is significantly lower than the December 2023 \$43,153.79 write off requested amount.

A request to write off uncollectible customer accounts receivable balances will be presented to the Grand Rapids Public Utilities Commission twice per year.

RECOMMENDATION:

A motion to approve the June 2024 semi-annual write off of \$16,285.32 uncollectible accounts receivable.

	A	B	C	D	E
1	For Commission to Approve Write-off - June 2024 Meeting				Item 5.
2	Account #	Customer Name	Service Address	Reason	Amount
3	504126-131905			Bankrupt	\$748.61
4	523959-103393			Deceased	\$59.67
5	524573-129845			Deceased	\$6.33
6	504722-104722			Deceased	\$840.92
7	523357-123357			Deceased	\$46.64
8	507681-130081			Deceased	\$845.71
9	509242-101093			Statute of Limitations	\$529.67
10	524314-108882			Statute of Limitations	\$500.84
11	523751-127829			Deceased	\$38.22
12	501974-124073			Deceased	\$301.29
13	523098-123098			Deceased	\$630.21
14	519945-127480			Statute of Limitations	\$139.22
15	527352-124506			Bankrupt	\$511.77
16	519132-134498			Statute of Limitations	\$6.48
17	510250-110250			Bankrupt	\$507.57
18	510594-110594			Bankrupt	\$342.23
19	520379-120379			Deceased	\$73.35
20	525950-132843			Statute of Limitations	\$18.09
21	518840-118840			Statute of Limitations	\$384.30
22	518904-127671			Statute of Limitations	\$62.49
23	520052-126346			Statute of Limitations	\$573.68
24	523567-123567			Statute of Limitations	\$101.44
25	524676-124676			Statute of Limitations	\$530.42
26	525094-128314			Statute of Limitations	\$320.38
27	525484-127037			Statute of Limitations	\$354.51
28	526304-127817			Statute of Limitations	\$267.05
29	503156-103156			Statute of Limitations	\$186.10
30	503231-103231			Statute of Limitations	\$199.88
31	512913-108767			Statute of Limitations	\$440.97
32	502114-132848			Deceased	\$104.32
33	526081-129462			Statute of Limitations	\$83.46
34	526303-123958			Statute of Limitations	\$21.95
35	501319-101319			Bankrupt	2,563.62
36	501974-124073			Deceased	\$301.29
37	503045-103045			Statute of Limitations	\$452.79
38	504056-104056			Statute of Limitations	\$112.92
39	509134-109134			Statute of Limitations	\$217.21
40	508720-108720			Bankrupt	\$1,140.00
41	502476-131367			Statute of Limitations	\$1,140.00

	A	B	C	D	E
42	516581-131925			Bankrupt	<i>Item 5.</i>
43	523075-131365			Deceased	\$80.32
44	525818-127625			Statute of Limitations	\$171.37
45	526581-130261			Statute of Limitations	\$324.67
46	526623-129713			Statute of Limitations	\$126.39
47					
48				TOTAL	\$16,285.32



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve the procurement contract with Minnesota Power for Substation Battery Replacement at Grand Rapids 115 kV Substation for \$44,000 and allow the General Manager to sign the Scope of Work.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

This purchase is part of continual maintenance of the GRPU electrical system. These batteries have reached their 20-year end of life. Minnesota Power has a maintenance contract with GRPU. Considered sole source purchase. This procurement is for an approved Electric capital purchase with a budget of \$40,000. No money has been spent to date.

RECOMMENDATION:

Approve the procurement contract with Minnesota Power for Substation Battery Replacement at Grand Rapids 115 kV Substation for \$44,000 and allow the General Manager to sign the Scope of Work.



© **minnesota power** / 30 west superior street / duluth, minnesota 55802-2093 / 218-722-5642 / www.mnpower.com

April 5, 2024

Chad Troumbly
Electric Distribution Manager
Grand Rapids Public Utilities
Grand Rapids, MN

**Re: Scope of Work dated April 5, 2024
Substation Operations & Maintenance Agreement between Grand Rapids Public Utilities and
MINNESOTA POWER dated December 19, 2018, Section 1 (b) – Non-Routine Maintenance,
Repair, Replacement, or Upgrades.**

Dear Chad,

Minnesota Power (MP) is pleased to provide the following Scope of Work with Grand Rapids Public Utilities for a battery replacement project at the Grand Rapids Substation located at 709 Walter Ave, La Prairie, MN which will be scheduled for summer of 2024. The batteries have reached their 20-year end of life, and it is highly recommended they be replaced for reliability purposes. Upon completion of the project, Grand Rapids Public Utilities agrees to pay Minnesota Power for time, removal, installation & cost of equipment required for the project. MP will also provide Professional Engineering oversight for all construction design work required to complete the scope as defined.

Scope of work is as follows:

1. Removals
 - a. Remove and dispose of 60 lead acid battery cells.
 - b. Remove and dispose of battery charger.
 - c. Remove and dispose of battery cell mounting rack and battery acid containment system.
 - d. Remove and dispose of power cables, control cables, and other equipment.
2. Physical Electrical
 - a. Install new battery cell rack with integrated containment system.
 - b. Install new 58 cell 125 VDC battery with required intercell connections and copper connection cables to existing DC distribution panel.
 - c. Install new maintaining battery charger along with control, monitoring, and power cables.
3. Perform required tests on new battery system to include test discharge and charge, integrity test of all connections.

Based on the project information provided by MP's Substation Engineering Team, the initial cost estimate* for the project are approximately \$44,000. A breakdown of costs is provided in **Attachment A** below. A detailed Substation Engineering project scope document will also be provided for reference.

**The attached cost estimate are estimates only, actual time and material costs may differ and are subject to change.*



® **minnesota power** / 30 west superior street / duluth, minnesota 55802-2093 / 218-722-5642 / www.mnpower.com

If you agree to this scope of work, please sign below authorizing the scope of work as listed above.

Grand Rapids Public Utilities

By: _____

Title: _____

Date: _____



© **minnesota power** / 30 west superior street / duluth, minnesota 55802-2093 / 218-722-5642 / www.mnpower.com

Attachment A

Project Cost Estimate

1. Material and parts

a. 58 cell, utility grade storage battery	\$12,000
b. Battery charger/maintainer 125 VDC, 25 amp	\$7,900
c. Battery rack, two step, seismic zone 0	\$1,800
d. Spill containment tray with neutralizing pillows	\$3,400
e. Flip top flame arresters, each battery cell	\$1,500
f. Fuse box, power fuse, power cables, intercell connectors, control cable	<u>\$3000</u>
g. Sub-total	\$29,600

2. Construction Scope

a. Temporary battery trailer, labor, equipment	\$9600
b. Minnesota Power engineering, planning, drafting, project management	\$4800
c. Subtotal	<u>\$14,400</u>

Total Estimated Cost

\$44,000



Substation Asset Management Engineering Grand Rapids 115 kV Substation Battery Replacement Scoping Document, Cost Estimate, and Estimated Schedule

Jeremy Goodell, Project Engineer

Table of Contents

1) Project Location.....3
2) Project Summary3
3) Project Contact List.....3
4) Project Detailed Description.....4
5) Project Cost Estimate4
6) Estimated Schedule.....5
7) Version History5

Tables

Table 1: Project Contact List.....3

1) Project Location

Grand Rapids 115 kV Substation
709 Walter Avenue
Grand Rapids, MN 55744

2) Project Summary

The Grand Rapids 115 kV Substation was constructed in 2005 to provide power for all electrical loads within the Grand Rapids Public Utilities service territory at a stepped down voltage of 22,860 volts. Three 115 kV transmission lines power the substation and equipment within the substation allow for switching of these transmission lines.

The substation battery system installed in the electrical equipment enclosure is designed to power all DC electrical loads within the substation for an extended period of time. The battery charger maintains the battery system and the DC distribution panel distributes power to the required loads. The battery system powers all DC loads including the control systems for high and medium voltage breakers and switches, protective relays for the high and medium voltage system, data acquisition, and communication equipment.

Since the battery system is reaching it's end of life at 20 years, it requires replacement. After a period of 20 years battery systems tend to degrade quickly and to eventually fail. Minnesota Power procedures direct substation batteries to be replaced after 20 years of use. Additionally, NERC or the North American Electric Reliability Corporation requires this system to be maintained properly and to be replaced when necessary to maintain a reliable electric grid.

Minnesota Power is proposing a replacement battery system in 2024. This system will be designed and sized per IEEE 485-2020. This standard requires the battery system to effectively power all required components within the substation for a duration of eight hours in the event of loss of AC power. This will allow continued operation of breakers and switches along other DC powered electronic devices. The proposal as outlined below is for Minnesota Power personnel to remove, dispose of, and replace the battery, charging system, battery mounting rack, and battery acid containment system along with other required equipment.

3) Project Contact List

Name	Company	Role	Email	Phone
Jeremy Goodell	MP	Project Engineer	jgoodell@mnpower.com	218-355-2408
Ben Bittner	MP	Project Manager	eortman@mnpower.com	218-313-4352

Table 1: Project Contact List

4) Project Detailed Description

- a) Removals
 - i) Remove and dispose of 60 lead acid battery cells
 - ii) Remove and dispose of battery charger
 - iii) Remove and dispose of battery cell mounting rack and battery acid containment system
 - iv) Remove and dispose of power cables, control cables, and other equipment
- b) Physical Electrical
 - i) Install new battery cell rack with integrated containment system
 - ii) Install new 58 cell 125 VDC battery with required intercell connections and copper connection cables to existing DC distribution panel
 - iii) Install new maintaining battery charger along with control, monitoring, and power cables
- c) Perform required tests on new battery system to include test discharge and charge, integrity test of all connections

5) Project Cost Estimate

a) Material and parts	
i) 58 cell, utility grade storage battery	\$12,000
ii) Battery charger/maintainer 125 VDC, 25 amp	\$7,900
iii) Battery rack, two step, seismic zone 0	\$1,800
iv) Spill containment tray with neutralizing pillows	\$3,400
v) Flip top flame arresters, each battery cell	\$1,500
vi) Fuse box, power fuse, power cables, intercell connectors, control cable	\$3000
vii) Sub-total	\$29,600
b) Construction Scope	
i) Temporary battery trailer, labor, equipment	\$9600
ii) Minnesota Power engineering, planning, drafting, project management	\$4800
iii) Subtotal	\$14,400
c) Total	\$44,000

Project cost shown are estimated only, actual costs may vary

6) Estimated Schedule

Task Name	Duration		Start	Finish
Engineering Design	30	days	4/29/24	5/29/24
Equipment Specifications	15	days	4/29/24	5/14/24
Purchasing Documents	5	days	5/15/24	5/20/24
Material lead time	60	days	5/20/24	7/19/24
Pre-Construction	1	days	-	8/19/24
Construction: removal and installation	4	days	8/26/24	8/29/24
<i>Dates are preliminary and do not represent an approved milestone schedule.</i>				

7) Version History

Version	Change Description	Review Date	Author(s)
0	Initial Draft	4/03/24	Jeremy Goodell

Capital Plan

2024 *thru* 2026

Item 6.

Grand Rapids Public Utilities Commission

Project # ELEC2423
Project Name La Prairie Sub Battery

Type Unassigned **Department** 1-Electric
Useful Life 20 **Contact** Chad Troumbly
Category Electric System **Priority** 01 - Required

Status Active

Description

Total Project Cost: \$40,000

New switchgear batteries and charger

Justification

Jeremy from MP noted our batteries are end of useful life

<u>Expenditures</u>	<u>Prior Years</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Total</u>
Purchases	0	40,000			40,000
Total	0	40,000			40,000

Budget Impact/Other



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to ratify the purchase of vLoc3 RTK-Pro from Utility Logic in the amount of \$12,135.00.

PREPARED BY: Mike LeClaire Information System Manager

BACKGROUND:

In May of this year, we participated in the GOTC RTK Pilot Project sponsored by Gopher State One Call. This initiative involved testing a new locator recommended and sponsored by Gopher State One Call. Through this demonstration of the new locator, IS, Water, Wastewater, and Electric staff had the opportunity to observe its functionality.

One of the standout features of this locator is its color-coded indicator, which informs users when they are within a specified threshold of the utility being located. Additionally, the locator boasts sub-inch horizontal and vertical GPS accuracy, along with the capability to directly sync data with our GIS assets. This functionality enables our staff to precisely relocate assets and input depth information directly into the GIS system.

Throughout the demonstration, IS staff identified numerous efficiency improvements, facilitating quicker integration of field data into the GIS system. Previously, this process would have necessitated multiple trips to the location to collect GPS data as time allowed. Managers foresee several other projects that could benefit from this enhanced efficiency moving forward.

The current utility locator was scheduled for replacement in 2025. However, following the realization of immediate efficiencies from the pilot project, managers deemed an off-cycle purchase of this unit acceptable, despite it not being budgeted. This item was purchased under the locating expenses budget. The purchase order serves as the contract and adheres to the GRPUC Procurement Policy and included an invoice from Utility Logic for the RTK Pro Kit.

RECOMMENDATION:

Approve a motion to ratify the purchase of vLoc3 RTK-Pro from Utility Logic in the amount of \$12,1135.00

Invoice



Remit To:

PO Box 783, Rogers, MN 55374
Ph 877-544-2700 Fax 612-930-0930

S.O. No.	Date	Invoice #
28384	6/14/24	14727

Bill To
Grand Rapids, MN Public Utilities Eric Rundell 500 SE 4th St. Grand Rapids, MN 55744 klhelal@grpuc.org

Ship To
Grand Rapids, MN Public Utilities Attn: Michael LeClaire 500 SE 4th St. Grand Rapids, MN 55744

P.O. Number	Terms	Due Date	Ship	Ship Via	F.O.B.
24-0545	Net 30	7/14/24	6/14/24	Speedee	Warehouse
Item	Description	Quantity	Price Each	Amount	
1.226.01.00029	RTK KIT - vLoc3 RTK Pro Rx, 5 Watt Li-Ion Tx Receiver, vLoc3 RTK-Pro, SD & BT, US	1	8,820.00	8,820.00	
2.219.02.00011	Vivax-Metrotech vLoc3-Transmitter Carry Bag	1	75.00	75.00	
1.219.05.00026	Vivax-Metrotech vLoc3 5-Watt Transmitter - Includes: multiple induction and direct connection frequencies ranging from 98Hz to 200kHz, LI-ION battery and charger, Direct connect lead, Ground stake and Mini-USB cable.	1	2,035.00	2,035.00	
1.222.04.00001	Vivax-Metrotech 5" Clamp w/SpeakOn (Blue Plug) Tx Connection The vLoc3-RTK as quoted is a complete locator kit with survey grade accuracy capabilities. This will allow you to collect GPS data points to within +/- 1 inch accuracy while you are locating your underground utilities. This unit also gives you the opportunity to collect any above ground asset like your curb stops, gate valves and manholes. Once these GPS points are collected with the RTK you can then "walk back" to them within 1 inch. This is a very handy feature in the winter when everything is covered with snow and ice. * Voice and Data (minimum 2GB) Plan is required for use with RTK receiver.	1	495.00	495.00	
2YRDP	2 Year data plan & IOT sim card - dual T-Mobile & AT&T service	1	490.00	490.00	
SHIPPING03	Shipping, Insurance & Configuration - RTK	1	220.00	220.00	

A 3.5% convenience fee will be added to invoices paid by credit card.

For ACH payments, send to Utility Logic, LLC; Bank=Alerus Financial, Grand Forks ND;
Routing ABA=091300159 Acct=50246252
Send remittance to accounting@utility-logic.com

Subtotal**Sales Tax (0.0%)****Payments/Credits****Total Balance Due**

WE APPRECIATE YOUR BUSINESS

Invoice



Remit To:

S.O. No.	Date	Invoice #
28384	6/14/24	14727

PO Box 783, Rogers, MN 55374
Ph 877-544-2700 Fax 612-930-0930

Bill To
Grand Rapids, MN Public Utilities Eric Rundell 500 SE 4th St. Grand Rapids, MN 55744 klhelal@grpuc.org

Ship To
Grand Rapids, MN Public Utilities Attn: Michael LeClaire 500 SE 4th St. Grand Rapids, MN 55744

P.O. Number	Terms	Due Date	Ship	Ship Via	F.O.B.
24-0545	Net 30	7/14/24	6/14/24	Speedee	Warehouse

Item	Description	Quantity	Price Each	Amount
	Training and technical support provided for the life of the product with this purchase. Rx: 22601200612 SIM: 59460807680180202412 Speedee SP004160031662425625			

A 3.5% convenience fee will be added to invoices paid by credit card. For ACH payments, send to Utility Logic, LLC; Bank=Alerus Financial, Grand Forks ND; Routing ABA=091300159 Acct=50246252 Send remittance to accounting@utility-logic.com	Subtotal	\$12,135.00
	Sales Tax (0.0%)	\$0.00
	Payments/Credits	\$0.00
	Total Balance Due	\$12,135.00

WE APPRECIATE YOUR BUSINESS



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve the 24-Hour Residential Emergency Locate Liability Waiver.

PREPARED BY: Mike LeClaire, Information Systems Department Manager

BACKGROUND:

The GRPU Commission met on June 12, 2024, during the work session the draft for the 24-Hour Residential Emergency Locate Liability Waiver was discussed. Following the commission's recommendation, the draft waiver language has been reviewed and updated by the legal team. The business services team has also reviewed and recommended an hourly rate, which has been incorporated into the fees.

The package includes the updated waiver of liability.

RECOMMENDATION:

Consider a motion to approve the 24-Hour Residential Emergency Locate Liability Waiver.

24 Hour Residential Emergency Locate

Release and Waiver Liability

Ticket #: _____ Date: _____ Start Date of Customer Project: _____

Account Owner: _____ Phone: _____

Physical Address: _____

UTILITIES TO BE LOCATED:

___ Residential Customer-owned electric lines beyond the meter

___ Residential Customer water line beyond the water shut-off to the meter

COST/CONDITIONS:

- Emergency Residential Locate is less than 24 hours from the start date of the customer project.
- GRPU will locate private utilities for a customer with a Gopher State One Call ticket up to one half hour. After one-half hour additional fees will incur in one half hour increments. Customer must make direct arrangements with GRPU before scheduled locate date.
- Locating charges are included in the Ancillary Fee Schedule which is located on GRPU website at <https://cityofgrandrapidsmn.com/utilities/page/billing-rates> or a copy can be requested by calling GRPU office at 218.326.7024
- No plastic pipe will be located without tracer wire.
- No well water lines will be located – GRPU water customer service lines only.
- Customer will make arrangements with GRPU to provide entry to the home, if needed.
- Cost of locating fees will be added to customer account monthly statement.

Initial Fee: \$ _____ Additional Fee: \$ _____ Total: \$ _____

Customer Acknowledgments.

The undersigned customer(s) represent and warrant to Grand Rapids Public Utilities Commission (“GRPUC”) that they are all of the owners of the real property (“**Property**”) where the locating service(s) noted above (“**Locating Services**”) will occur and are signing this *Release and Waiver of Liability* on their own behalf and on behalf of their heirs, successor, assigns, and legal representatives (collectively, “**Customer**”). Customer acknowledges that GRPUC would not provide the Locating Services without Customer agreeing to this *Release and Waiver of Liability*. Therefore, Customer agrees that GRPUC’s provision of the Locating Services is good and valuable consideration for Customer agreeing to this *Release and Waiver of Liability*.

Limitation of Liability; Assumption of Risk.

Customer understands and agrees that GRPUC will provide the Locating Services in good faith and to the best of GRPUC’s ability for the duration of said ticket number issued by Gopher State One Call. Customer understands and agrees that due to the limited duration of the Locating Services and the variable conditions that may exist on the Property: (1) GRPUC EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES, GUARANTIES, OR REPRESENTATIONS WHATEVER, EXPRESSED OR IMPLIED, RELATED TO THE LOCATING SERVICES; (2) Customer assumes the risk for results obtained from the Locating Services, including all risks affiliated with Customer digging on the Property in reliance on the Locating Services; and (3) GRPUC’s liability to Customer is limited to any fees paid by Customer to GRPUC for the Locating Services.

Exculpatory Release; Indemnification.

Exculpatory Release. Customer hereby exculpates and releases the Released Parties from Claims by Customer against the Released Parties for Harm sustained by Customer related to or arising out of GRPUC’s provision of the Locating Services, even if caused by the Released Parties’ own negligence. This exculpatory release does not cover Claims by Customer against the Released Parties for Harm sustained by Customer caused by the Released Parties’ greater-than-ordinary negligence (for example, gross negligence) or intentional, willful, or wanton acts or omissions.

Indemnification. Customer agrees to defend, indemnify, and hold harmless the Released Parties from Claims by third parties against Released Parties for Harm sustained by the third party related to or arising out of GRPUC's provision of the Locating Services, even if caused by the Released Parties' own negligence. This indemnity clause does not cover Claims by third parties against the Released Parties for Harm sustained by third parties caused by the Released Parties' greater-than-ordinary negligence (for example, gross negligence) or intentional, willful, or wanton acts or omissions.

"Released Parties" means GRPUC and its affiliates, predecessors, successors, assigns, commissioners, members, administrators, officers, employees, insurers, agents, and representatives.

"Claims" means any and all claims, including but not limited to demands, lawsuits, and administrative complaints or charges, seeking relief of any kind, including but not limited to damages of any kind, equitable relief of any kind, attorney's fees, costs, disbursements, and expenses.

"Harm" means any and all losses, including but not limited to property damage, property loss, property theft, income loss, medical and other expenses, personal injury, personal illness, and death.

I/WE HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I/WE AM/ARE AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY INCLUDES INDEMNITY OBLIGATIONS AND A WAIVER AND RELEASE OF LIABILITY FOR THE BENEFIT OF GRPUC AND I/WE HEREBY SIGN THIS DOCUMENT OF MY/OUR FREE WILL.

Executed on this ____ day of _____, 20____.

Customer(s) Printed Name: _____

Customer(s) Signature: _____

GRPU

Locator Signature: _____



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve the procurement with Trenchers Plus for a Brush Chipper for \$52,654 and allow the General Manager to sign the purchase agreement.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

This purchase is to reduce labor, travel time and increase safety for the city and GRPU. Disposal of branches is paid by the load and chipping allows greater quantities. This procurement is for an approved Electric capital purchase with a budget of \$30,000. No money has been spent to date. The difference in funding will be from a portion of 7th-17th Primary Underground and the value of a trade-in Bandit 12” chipper.

This is a utility purchase and GRPU will keep ownership. This is a joint use item between the city and utility. An internal memo of understanding will be created and will be signed by the General Manager and City Administrator.

The purchase is covered using the 2024 MNDOT State Bid Program.

RECOMMENDATION:

Approve the procurement with Trenchers Plus for a Brush Chipper for \$52,654 and allow the General Manager to sign the purchase agreement.

Capital Plan

2024 *thru* 2026

Item 9.

Grand Rapids Public Utilities Commission

Project # ELEC2417
Project Name Woodchipper

Type Unassigned **Department** 1-Electric
Useful Life 25 **Contact** Chad Troumbly
Category Equipment **Priority** 02 - Significant Need

Status Active

Description **Total Project Cost:** \$30,000
Woodchipper for linecrew to tree trim

Justification
Current one does not work very well and we use more labor fighting it. It does not have the newer required safety devices.

<u>Expenditures</u>	<u>Prior Years</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Total</u>
Purchases	0	30,000			30,000
Total	0	30,000			30,000

Budget Impact/Other

PURCHASE AGREEMENT

PURCHASER'S FULL NAME Grand Rapids Public Utilities		DATE 6-20-74	TERRITORY MANAGER Mark Rabinovich
D/B/A	CITY Grand Rapids MN	STATE/PROV MN	ZIP/POSTAL CODE 55744
PURCHASER'S STREET ADDRESS 500 SE. 4th St.			COUNTY
RESIDENCE PHONE	BUSINESS PHONE	PURCHASE ORDER	

DELIVERY TO BE MADE ON OR BEFORE _____, OR AS SOON THEREAFTER AS POSSIBLE. DELIVERY TO BE MADE TO THE FOLLOWING ADDRESS, IF DIFFERENT FROM PURCHASER'S ADDRESS.
 STREET _____ CITY _____ STATE _____

QUANTITY			MAKE, MODEL, DESCRIPTION	SERIAL NUMBER/ ATTACHMENT	CASH PRICE EACH ITEM
NEW	USED	DEMO			
1			2022 Morbark 1415 S/N 73328		\$ 52,654
			PSI 75 HP GAS Engine		\$
			Variable Infeed Control		\$
			Manuals		\$
					\$
					\$

TRADE-IN TO BE SHIPPED TO: BURNSVILLE
 BY CUSTOMER TRENCHERS PLUS, INC.

TRADE-IN EQUIPMENT					TRANSPORTATION EXPENSE	
FIRST YEAR USED	MAKE	DESCRIPTION MODEL	SERIAL NO.	TRADE ALLOWANCE	CASH PRICE	
	Bandit 12"			(\$ 3500.00)		\$ 52,654
	S/N					

PURCHASER HEREBY BARGAINS, SELLS AND CONVEYS UNTO SELLER THE ABOVE DESCRIBED TRADE-IN EQUIPMENT AND WARRANTS AND CERTIFIES IT TO BE FREE AND CLEAR OF LIENS, ENCUMBRANCE, AND SECURITY INTERESTS EXCEPT TO THE EXTENT SHOWN BELOW

I. TRADE ALLOWANCE \$ _____ II. LESS AMOUNT OWED TO \$ _____ III. NET TRADE ALLOWANCE (1-11) \$ _____	1. CASH PRICE \$ 52,654.00 2. TRADE DOWN PAYMENT \$ 3500.00 3. NET PRICE (1-2) \$ 49,154.00 4. ENTER _____ % SALES TAX \$ _____ 5. OTHER FEES OR CHARGES \$ _____ 6. TOTAL TAXES & FEES (4+5) \$ _____ 7. TOTAL PRICE (3+6) \$ _____ 8. CASH WITH ORDER \$ _____ 9. BALANCE ON DELIVERY (7-8) \$ _____
---	---

TERMS OF PAYMENT

A. Balance of Payments: The balance of \$ _____, plus time price differential and all other charges as set forth above, shall be payable as follows: _____

B. Finance Charge (Time Price Differential): Annual Percentage Rate _____ %

C. Late Payments: All payments made after due date shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, if less.

WARRANTY ON EQUIPMENT

Warranty coverage on the equipment covered by this order, if any, has been explained to PURCHASER
 The warranty coverage is outlined below and indicated by the box checked

NEW MECALAC PRODUCT WARRANTY or qualified new Mecalac warranty. If qualified, the period is _____ months.

NEW MECALAC PURCHASED EXTENDED WARRANTY. SPECIFY: _____

WARRANTIES PROVIDED BY THE SELLER ON NEW MECALAC PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY THE PURCHASER.

NEW - Other manufacturer's warranty. **Morbark Factory Warranty**

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OR WARRANTIES, unless otherwise stated in writing below.

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

NOTICE TO PURCHASER

1. Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised.

2. You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.

TERRITORY MANAGER _____	PURCHASER Grand Rapids PU (COMPANY)
SUBJECT TO ACCEPTANCE AT BURNSVILLE, MINNESOTA	BY X _____ (SIGNATURE)
ACCEPTED: TRENCHERS PLUS, INC.	TITLE _____
BY [Signature] DATE 6-20-74	DATE _____



Underground Equipment Specialists

2309 W Hwy. 13 Burnsville, MN 55337

Ph: 952-890-6000 Fax: 952-890-4563

www.trenchersplus.com

March 7, 2024

Grand Rapids Public Utilities
500 SE 4th St.
Grand Rapids, MN 55744
Attn: Joe Riley

In line with our conversations, we are pleased to quote the **2024 MNDOT State bid program, "Brush Chipper contract number: 203463"**

1- New Morbark Brush Chipper Model 1415 (14" capacity)

Morbark orange urethane paint system

Infeed with rigid tray and control handle to actuate feed wheels and dual safety pull cables

Dual horizontal feed wheel compression system with hydraulic lift assist, spring assisted down pressure and manually applied hydraulic down pressure at the valve handle

Reversing automatic feed system

21-3/8" diameter x 14-1/2" wide staggered knife pocket drum with two (2) dual-edged chipper knives and dual sided chambered air impeller system

24-1/2-gallon lockable fuel tank with drain plug, sight gauge and shut-off valve

17-gallon lockable hydraulic reservoir with sight gauge, drain plug and clean-out cover

Live hydraulics; ball valve, pump, motor and control valve

Manual crank swivel discharge chute with 360° rotation, bottom clean-out door and adjustable flipper

8.2#, 6" channel frame rails with cross bracing for additional structural rigidity

5" x 3" tubular steel telescoping drawbar with (2) 12" extensions, adjustable hitch plate with 2-1/2" pintle ring and 3/8" thick safety chains with clasp hooks

7,000# **Torsion** axle, electric brakes, break-away actuator with 235/80R x 16" radial tires and hexagon splash guard fenders

5000# side wind tongue jack with stationary foot pad

Lockable steel battery box with 8D, 1400CCA battery and steel tool box

Registration and operator guide holder

Complete set of manuals including: Safety and Operator's, Parts Manual with electronic back-up, which also includes a Safety Video and OEM component manuals. Also included is an engine manual if applicable along with start-up paperwork

Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment

Trailer wiring package includes: 7-pin flat electrical connector, LED tail lamps, LED side marker lamps, tail lights and license plate holder with light

PSI 2.4L, 75-HP gasoline engine with centrifugal style clutch

Base unit with 75 HP PSI Gas engine \$58,590.00

Options Included:

Variable Speed Flow Control Valve \$ 345.00

Special Morbark 1415 State bid total \$58,935.00

New 2022 Morbark 1415 same as above *\$52,654.00

**Includes new Factory warranty*

Trade in Bandit 12” Chipper (\$ 3,500.00)

Both in stock for immediate delivery!

***State taxes not included**

We appreciate the opportunity of quoting you and look forward to serving your future equipment needs.

Sincerely,

**Nate Rabideaux
Trenchers Plus, Inc.
612-718-6530 Mobile
952-890-6000 Office**



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to ratify the procurement contract with Warning Lites, Inc. for two portable messaging boards for \$7,600.00.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

This purchase is part of the communications of our Legionella mitigation efforts. Three message boards will be placed throughout the community for the 2-week period of June 17- 24. The messaging provides notice of the immediate implementation of chlorination of our water supply. One board was loaned to us by the County. Two boards are being rented from Warning Lites. Quotes were sought from additional vendors, but no other firms were able to meet our timeline and delivery requirements.

RECOMMENDATION:

Ratify the procurement contract with Warning Lites, Inc. for two portable messaging boards for \$7,600.00.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to ratify the procurement contract with WDIO for the water system chlorination video production and a commercial spot not to exceed \$10,645.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

This purchase is part of our Legionella mitigation communications plan. WDIO will produce one new 30-second Water System Chlorination TV commercial and program delivery of 166 spots on air plus 24,000 digital video streaming impressions between June 30, 2024, and July 8, 2024.

RECOMMENDATION:

Ratify the procurement contract with WDIO for the water system chlorination video production and a commercial spot not to exceed \$10,645.

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 WDIO, a local broadcast television station serving Northern Minnesota, Northwest Wisconsin and the Upper Peninsula of Michigan, located at 10 Observation Road, Duluth, MN 55811 (“**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 5, 2024. 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. This Contract will terminate upon the first of the following to occur:

- 1.1 July 31, 2024.
- 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 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.

2. Contractor’s Duties

2.1 The Contractor shall:

Produce one new 30-second Water System Chlorination TV commercial and program delivery of 166 spots on air plus 24,000 digital video streaming impressions between June 30, 2024, and July 8, 2024.

(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 B**.

2.2 GRPUC may make changes to the general scope of Goods and Services by written or oral notice 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. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.3 Contractor agrees that all Goods and Services shall be provided, and all of Contractor's obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.4 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. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.5 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.6 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. Consideration and Payment

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

3.1.1 Compensation. The Contractor will be paid not to exceed Ten Thousand Six Hundred Forty-Five Dollars (\$10,645.00) in accordance with **Exhibit C**.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Ten Thousand Six Hundred Forty-Five Dollars (\$10,645.00).

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

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

4. **Authorized Representative**

GRPUC's Authorized Representative is Julie A. Kennedy at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, 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 Samuel G. LeMahieu, Account Executive, at the following business address: 10 Observation Rd., Duluth, MN 55811, and the following telephone number: 218-279-7770, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

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. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **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 ("**GRPUC Property**") prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

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

9. **Miscellaneous.**

9.1 **General.** No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or

implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venturer, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. 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. Neither Party will publicize anything in relation to this Contract without the other Party's prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

9.2 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: Julie A. Kennedy
Email:
Fax: 218.326.7698

WDIO-WIRT TV
Address:
10 Observation Road,
Duluth, MN 55811
Attn: Samuel G. LeMahieu Email:
slemaheiu@wdio.com Fax:
218.727.4415


10. 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: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

WDIO – WIRT TV
 By: 

Grand Rapids Public Utilities Commission
 By: 

Print Name: Samuel G. LeMahieu

Print Name: Julie A. Kennedy

Title: Account Executive

Title: General Manager

Date: 6/19/2024

Date: 06/19/2024

Exhibit A: Insurance Requirements

- 1 Notice to Contractor and Insurer. 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 throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. 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. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. 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. 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.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 Workers' Compensation Insurance. Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

3.4 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.

Exhibit B: Specifications, Duties, and Scope of Work

See attached proposal (WDIO Option 3 – All News – Revised 2 Week Campaign + Digital).

The commercial will be approved by Julie A. Kennedy, Grand Rapids Public Utilities General Manager before delivery of the commercial on air.

Exhibit C: Price and Payment Schedule

See attached. Total obligation and liability of GRPUC under this Contract will not exceed Ten Thousand Six Hundred Forty-Five Dollars (\$10,645.00).

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



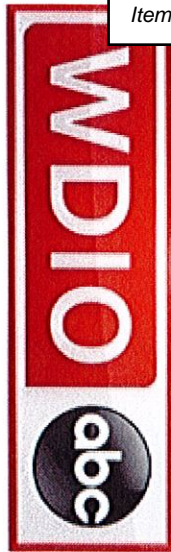
WDIO Option 3 - All News - Revised 2 Week Campaign + Digital

The proposed schedule:

- Will have an unduplicated reach of 149,938 for CS-A18+ or 97.5%
- Will Reach 126,822 CS-A18+ 3 or more times or 82.59%
- Will Achieve 1093.2 Gross Rating Points or 1,680,200 Impressions
- Will have an average frequency of 11.2 views
- Have an average Cost Per Point of \$9.74
- Have an average Cost Per Thousand of \$6.34

All this for an investment of \$10,645.00 (Also Includes 24,000 Digital Video Streaming Impressions @ Targeted Digital Order Minimum)

Name: Samuel LeMahieu
 Phone: 218-279-7770
 email: slemahieu@wdio.com



WDIO Option 3 - All News - Revised 2 Week Campaign + Digital

Author: Sam Lemah

Proposal ID: 9418
 Market: DUJUTH-SUPERIOR [144]
 Station: WDIO+
 Schedule Date: 6/30/2024 - 7/14/2024
 Advertiser: Grand Rapids Public Utilities
 Product: GS13
 Agency: Grand Rapids Public Utilities
 Buyer: Ms. Paula Hennemann
 Spot Length(s): :30
 Book: CS-Jul/2023 adj;CS-Dec/2023
 Report: Planner

Act. Exec: Samuel Lemahieu
 Phone #: 218-279-7770
 Email: slemahieu@wdio.com

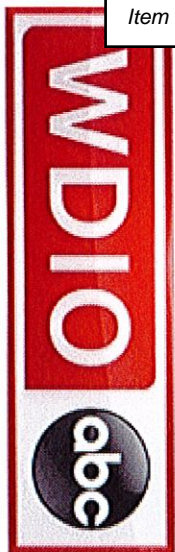
Demo: CS-A18+ CS.RTG Book: CS-Jul/2023 adj;CS-Dec/2023

Station	Program Name	Time	Len	JN	JL	JL	Spots	Rtg	Shr	CPP	GRPs	Total \$
WDIO+	GD MRN NRTHLD1	Mo-Fr 5:00a-6:00a	:30		5	5	10	3.4	22.9	\$10.29	34.0	\$350.00
WDIO+	GD MRN NRTHLD 2	Mo-Fr 6:00a-7:00a	:30		5	5	10	6.1	28.1	\$12.30	61.0	\$750.00
WDIO+	GD MRN AMR-ABC	Mo-Fr 7:00a-9:00a	:30		5	5	10	7.2	24.6	\$10.42	72.0	\$750.00
WDIO+	WDIO The Lift	Mo-Fr 4:30p-5:00p	:30		5	5	10	4.8	11.0	\$6.25	48.0	\$300.00
WDIO+	WDIO NWS-5	Mo-Fr 5:00p-5:30p	:30		5	5	10	12.9	26.4	\$11.63	129.0	\$1,500.00
WDIO+	WDIO NWS-6	Mo-Fr 6:00p-6:30p	:30		5	5	10	14.4	27.3	\$17.36	144.0	\$2,500.00
WDIO+	NON-PROFIT MATCH ROTATORS	Mo-Fr 10:00p-10:35p	:30		5	5	10	9.5	19.0	\$21.05	95.0	\$2,000.00
WDIO+	TARGETED DIGITAL STREAMING	Mo-Su 4:00a-12:00a	:30		1	1	1	4.6	12.7	\$165.22	4.6	\$760.00
WDIO+	WDIO NEWS STREAM (\$40 CPM; 4K)	Mo-Su 4:00a-12:00a	:30		1	1	1	4.6	12.7	\$34.78	4.6	\$160.00
WDIO+	GD MRN-SAT-ABC	Sat 7:00a-9:00a	:30		1	1	2	7.3	25.4	\$10.27	14.6	\$150.00
WDIO+	WDIO-NWS-SA	Sat 6:00p-6:30p	:30		1	1	2	8.6	17.0	\$11.63	17.2	\$200.00
WDIO+	WDIO WKND-SA	Sat 10:00p-10:35p	:30		1	1	2	10.7	21.3	\$11.68	21.4	\$250.00
WDIO+	GD MRN-SUN-ABC	Sun 7:00a-8:00a	:30		1	1	3	8.0	30.8	\$9.37	24.0	\$225.00
WDIO+	WDIO WKND-SU	Sun 10:00p-10:35p	:30		1	1	3	12.8	24.3	\$19.53	38.4	\$750.00
WDIO+	TOTALS:				2	83	81			\$9.74	1,093.2	\$10,645.00

Cost \$10,645.00
 Agency Commission @ 0% \$0.00
 Net Cost \$10,645.00
 Approved by: _____ Date: _____

Station	Spots	CPM	CPP	GRPs	Reach	Freq	Total \$
WDIO+	166	\$6.34	\$9.74	1093.2	97.5	11.2	\$10,645.00

General Summary (CS-A18+ CS.RTG)							
Description	Spots	Cost	GRPs	Impressions (000)	Reach	Freq	Population
WDIO+	166	\$10,645.00	1,093.2	1,680.2	97.5	11.2	153,808



WDIO Option 3 - All News - Revised 2 Week Campaign + Digital

Author: Sam Lemah

Proposal ID:	9418
Market:	DULUTH-SUPERIOR [144]
Station:	WDIO+
Schedule Date:	6/30/2024 - 7/14/2024
Advertiser:	Grand Rapids Public Utilities
Product:	G513
Agency:	Grand Rapids Public Utilities
Buyer:	Ms. Paula Hennemann
Spot Length(s):	:30
Book:	CS-Jul/2023 adj,CS-Dec/2023
Report:	Planner

Acct. Exec:	Samuel Lemahieu
Phone #:	218-279-7770
Email:	slmahieu@wdio.com



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to adopt the A Workplace Accident & Injury Reduction Program (AWAIR) policy.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

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.

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.

GRPU safety committee worked with Safety Brad from MMUA to review and update the AWAIR policy.

RECOMMENDATION:

Adopt the A Workplace Accident & Injury Reduction Program (AWAIR) policy.



COMMISSION POLICY

A Workplace Accident & Injury Reduction Program

Category: Safety	Subcategory:	Policy Number: 7.1
----------------------------	--------------	------------------------------

Section 1 – 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.

Section 2 – Approval/Revision of Program

The approval of this AWAIR Program is recorded as such in the minutes of meeting dated June 26, 2024. Approving Authority for program is maintained by the Grand Rapids Public Utilities Commission 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 I.

The Approving Authority shall retain the responsibility for all policy revisions.

Section 3 – 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.

GRPUC Member

GRPUC Member

POLICY HISTORY:

Adopted:

Revised:

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

Table of Contents

	<u>Page(s)</u>
Introduction.....	1
Policy Statement.....	2
Approval and Revisions.....	3
Application.....	3
Objectives and Goals.....	4
Safety Committee.....	4
Roles and Responsibilities.....	5-7
Enforcement/Accountability.....	7
Hazard Identification/Analysis/Control.....	8
Communication.....	9
Contractor Duties.....	10
Accident Investigation.....	11-12
Evaluation.....	13
SP 1: Hazard Inventory	1-9
SP 2: Safety Inspection Checklist.....	1-2
SP 3: Report of An Unsafe Condition	1
SP 4: Hazard Evaluation and Elimination/Control.....	1
SP 5: Job Hazard Analysis.....	1
SP 6: Indoor Environmental Audit	1
SP 7: Results of Personal Exposure Monitoring	1
SP 8: Certification of Employee Training	1
SP 9: Safety and Health Program Audit Worksheet.....	1-14
SP 10: FROI Packet.....	1-6
SP 11: Safety Action Report.....	1
Appendix A: Material Safety Data Sheet Checklist.....	1
Appendix B: Industrial Sources of Non-ionizing Radiation..	1



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

We are committed to safety for our team *and* our customers. GRPU commits to maintaining a safe and clean work environment.

Approval/Revision of Program

The approval of this AWAIR Program is recorded as such in the minutes of meeting dated June 26, 2024. Approving Authority for program is maintained by the Grand Rapids Public Utilities Commission 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 I.

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 ?.

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 Utilities' 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 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, administration, 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 Managers:

1. Managers 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. Managers 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 manager must initiate an investigation and submit the completed accident investigation report to the General Manager.
4. Managers will actively and positively participate in all safety committee inspections of their assigned areas.

For General Manager:

1. The General Manager 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 General Manager must review all First Reports of Injury and Accident Investigation Reports with the safety committee and take appropriate action to prevent recurrence.

MMUA - JOB SAFETY & TRAINING

3. The General Manager 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 General Manager 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 is 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 Administration:

1. Administration will communicate to all employees and supervisors the importance of worker safety and health throughout the organization.
2. Administration shall review all safety concerns brought forward by the safety director, the safety committee or first-line supervision and take appropriate action.
3. Administration 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 Commission Members:

1. Commission Members will communicate to all Managerial/Administrative personnel the importance of safety and health throughout the city/utility.
2. Commission Members 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 9 – Safety and Health Program Audit Worksheet
- 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.

MMUA - JOB SAFETY & TRAINING

Figure 1: Accident and Injury Flowchart

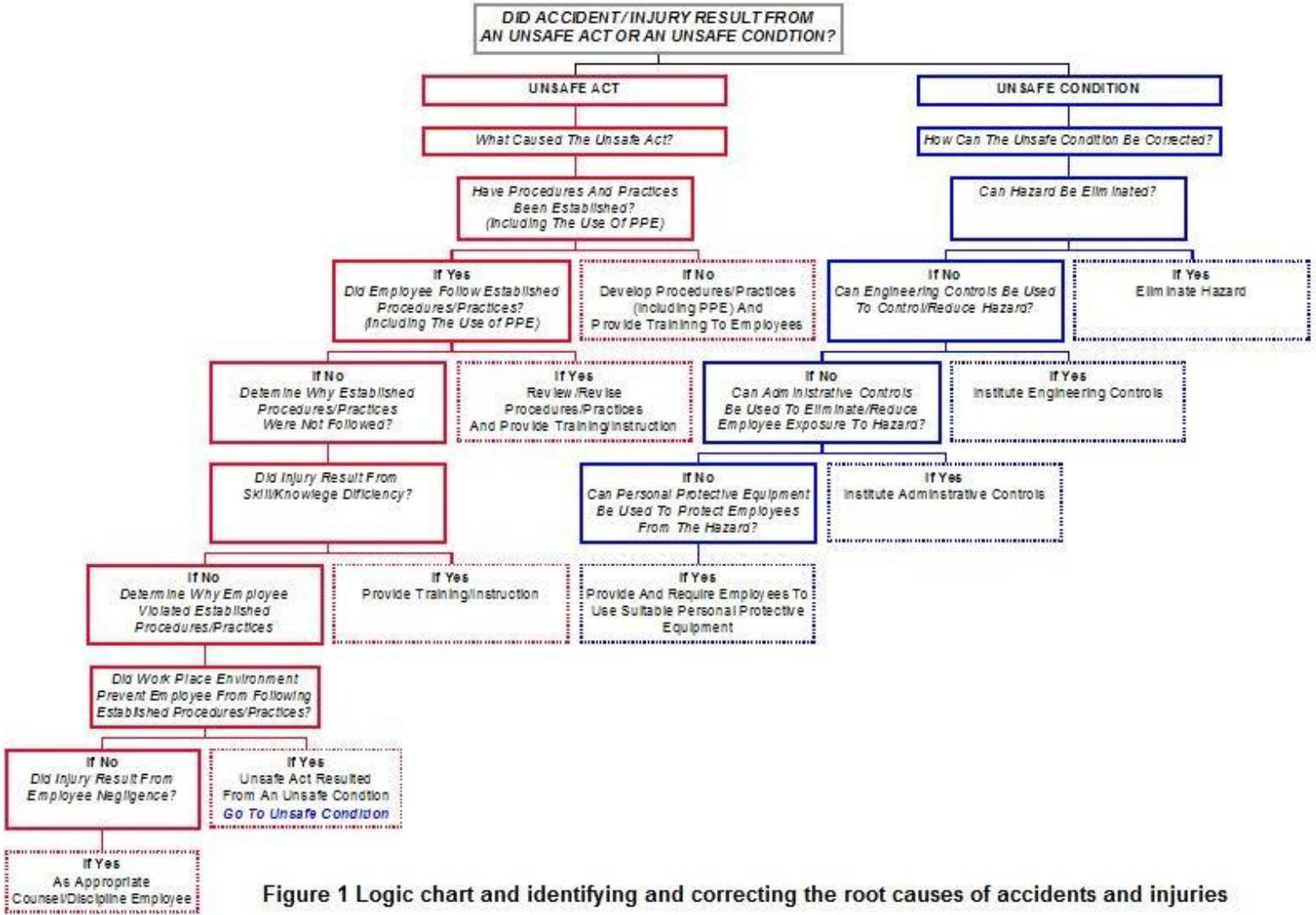


Figure 1 Logic chart and identifying and correcting the root causes of accidents and injuries

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.

<input type="checkbox"/> 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.

<input type="checkbox"/> 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.

<input type="checkbox"/> 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.

<input checked="" type="checkbox"/> 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.

<input checked="" type="checkbox"/> 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.

<input type="checkbox"/> (v) 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 checked="" 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			

FORM SP-2 SAFETY INSPECTION CHECKLIST

Item 12.

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

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-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 12.

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: _____

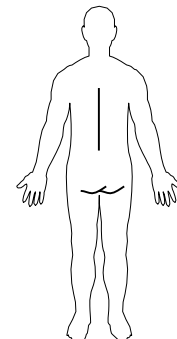
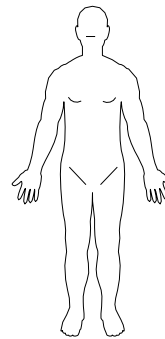
Supervisor: _____ Who did you notify of this incident? _____

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 12.

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 City State Zip Code			11. Home phone #		12. Date of birth
			13. Date hired		
14. Occupation		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	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	
Normal work schedule Sun - Sat S M T W T F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
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 <input type="checkbox"/> Emergency room <input type="checkbox"/> Hospitalization more than 24 hours <input type="checkbox"/> Future major medical anticipated			
35. Certified Managed Care Organization (if any)					
36. EMPLOYER Legal name			37. EMPLOYER DBA name (if different)		
38. Mailing address City State Zip Code			39. Employer FEIN		40. Unemployment ID #
			41. Employer's contact name and phone #		
42. Physical address (if different) City State Zip Code			43. Witness (name and phone) - if more than 1 attach a separate sheet		
			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 City State Zip Code		
48. Policy # (including effective dates) or self-insured certificate #					
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 12. 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.

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

Material Safety Data Sheet Checklist

Each MSDS must contain the following information:

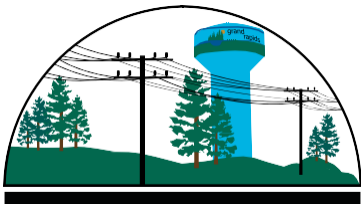
- Product or chemical identity used on the label.
- Manufacturer's name and address.
- Chemical and common names of each hazardous ingredient.
- Name, address and phone number for emergency information.
- Preparation or revision date.
- The hazardous chemical's physical and chemical characteristics (such as vapor pressure and flashpoint).
- Physical hazards, including the potential for fire, explosion and reactivity.
- Known health hazards.
- OSHA permissible exposure limits (PEL), ACGIH Threshold Limit Value (TLV) or other exposure limits.
- Emergency and first-aid procedures.
- Whether OSHA, NTP or IARC lists the ingredients as a carcinogen.
- Precautions for safe handling and use.
- Control measures such as engineering controls, work practices or personal protective equipment.
- Primary routes of entry.
- Procedures for spills, leaks and clean-up.

APPENDIX C

Industrial sources of non-ionizing radiation*

Sources	Uses	Comments
Broadcast	AM Radio FM Radio VHF TV UHF TV	535-1605 kHz. 88-108 MHz 54-72, 76-88, 174-216 MHz 470-890 MHz
Cathode-ray tubes	Information processing systems such as CRT-based video display terminals; CRT-TV monitors	10-50 kHz
Communications	Fixed systems; troposphere scatter; satellite communication; microwave point-to-point (relay); high-frequency radio. Mobile systems; CB radios; walkie-talkies	0.8-15 GHz; generally well controlled 27-800 MHz; may produce high field strengths near antennae
Diathermy	Shortwave microwave	13.56 and 27.12 MHz; 915 and 2450MHz; may be continuous wave (CW) or pulsed wave (PW); consider duty cycle and leakage fields.
Dielectric heaters	Seal/emboss plastics; cure glues, resins, particle boards, and panels; bake sand cores; mold appliance covers and auto parts; heat paper products	1-100 MHz; mainly 27.12 MHz; may produce high E and/or H fields
Electronic Equipment	Switching regulator in copying machines, microcomputers, etc.	Usually shielded.
Electronic security systems	Intrusion alarms; theft detection; speed sensors; distance monitor; motion detection	Usually microwave frequencies
Electro-surgical devices	Cauterizing or coagulating tissues	May be CW or PW; solid state or spark-gap design
Hyperthermia	Same frequencies as diathermy	Applicators may be implantable
Induction heaters	Deep hardening; forging; welding; soft soldering; brazing; annealing ; tempering metals and semiconductors; heat and draw optical fibers; epitaxial growth; plasma torching	250-500 kHz and ELF; may produce high E and/or H fields
Lasers	Etching/engraving, welding, optical and other medical surgery, communications research	Gas, crystalline liquid and semi-conductor lasers
Microwave heaters (including microwave ovens)	Drying wood, paper, film, inks; thawing, cooking, baking, dehydrating, pasteurizing, and sterilizing foodstuffs; curing plastics; solvent desorption	915 and 2450 MHz
Plasma processors	Chemical milling; nitriding steel; polymerization; modifying polymer surfaces; depositing and hardening coatings and films; etching, cleaning, or stripping photoresist.	0.1-27.12 MHz; consider potential for exposure to plasma gases
Radar	Acquisition and tracking; air and auto traffic control; marine uses; surveillance	1-15 GHz; usually PW
Spectroscopic instruments	Excite emissions from lamps/phototubes used in quantitative analysis	2.45 GHz
Welding	Production of pipe, tube, and beam; spot welding	RF-stabilized; 0.4-100 MHz with harmonics

* Not all sources shown in this table are in the electromagnetic frequencies covered by ERTK.



**GRAND RAPIDS
PUBLIC UTILITIES**

Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

SAFETY REPORT June 2024 Commission Meeting

Safety Topic This Month

Safety Brad trained employees on fall protection and bucket rescue on June 12th.

Safety Committee Program Review This Month

Safety Brad reviewed Employee Right To Know (ERTK) with the safety committee on June 13th.

Incidents Reported last Month by Department

Administration: None Electric: None
Business Services: None Water-Wastewater: None

Cumulative Incidents for 2024

Recordable Incidents	0
Lost Time Days 2024	0
Restricted Days 2024	0
First Aid Only (not recordable)	1

Total FROI 1

Recordable Incident 5-year History

	2020	2021	2022	2023	2024
ADMIN	0	0	0	0	0
BUS SVCS	0	0	0	1	0
ELEC	0	0	0	0	0
W-WW	3	1	0	0	0
TOTAL	3	3	0	1	0



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve the 2024-2026 Labor Agreement between AFSCME Local 3456 and the Grand Rapids Public Utilities Commission, as ratified by the Union on June 5, 2024, and implement requisite pay adjustments retroactively to January 1, 2024.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

The 2021-2023 Labor Agreement included a MOU commitment to conduct a classification and compensation study prior to negotiating the next labor agreement. In 2023, GRPU and AFSCME representatives worked together on the consultant selection process which resulted in contracting with Gallagher and Associates. The utility-wide comprehensive study was the first done in several decades and took several months to complete. The study was completed at the end of 2023 with a new, modern pay structure.

Labor negotiations commenced in early March 2024 and the predominate discussion focused on explaining and understanding how the new pay structure worked and how employees are placed into the new structure. Other smaller items were agreed upon with respect to gender neutral language, ESST, holidays, safety clothing allowance, and standby.

RECOMMENDATION:

Approve the 2024-2026 Labor Agreement between AFSCME Local 3456 and the Grand Rapids Public Utilities Commission, as ratified by the Union on June 5, 2024, and implement requisite pay adjustments retroactively to January 1, 2024.

**PUBLIC UTILITIES COMMISSION
GRAND RAPIDS, MINNESOTA**

and

**AMERICAN FEDERATION OF
STATE, COUNTY, & MUNICIPAL EMPLOYEES
LOCAL 3456**

1/1/2024 to 12/31/2026

INDEX

Article Title	Page No.
	Preamble 1
1	Recognition & Non-Discrimination..... 1
1-A	Management Rights Clause 2
2	Union Dues-Fair Share Fee-Indemnification 3
3	Hours of Work 3
4	Holidays 6
5	Paid Time-Off (PTO)..... 7
6	Bereavement Leave11
7	Seniority 11
8	Vacancies and Promotions 12
9	Grievance Procedure 13
10	Dismissals, Suspensions, Demotions and Transfers.....16
11	Health and Welfare16
12	Benefit Eligibility, Discontinuation.....18
13	General Provisions19
14	Apprenticeship 19
15	Leaves of Absence20
16	Savings and Separability 21
17	Wages 21
18	Meal Allowance 24
19	Protective Clothing.....24
20	Term of Agreement 24
	Appendix A – Pay Structure
	Letter of Agreement – Emergencies and Mutual Aid
	Memorandum of Understanding – Meal and Rest Breaks
	Letter of Agreement – Standby and Call Out Provisions

A G R E E M E N T

By and Between

THE PUBLIC UTILITIES COMMISSION, GRAND RAPIDS, MINNESOTA

AND

**LOCAL UNION NO. 3456, AMERICAN FEDERATION OF STATE,
COUNTY, & MUNICIPAL EMPLOYEES - AFL-CIO**

JANUARY 1, 2024 - DECEMBER 31, 2026

PREAMBLE

This Agreement made and entered into by and between the Public Utilities Commission of the City of Grand Rapids, party of the first part, hereinafter also referred to as the Commission or as the Employer, and the American Federation of State, County and Municipal Employees, Local No. 3456, party of the second part, hereinafter also referred to as the Union or exclusive representative, as representative of the employees of the party of the first part.

WHEREAS, the parties hereto desire to enter into an agreement covering wages, hours and working conditions as permitted by the P.E.L.R.A. of 1971, as amended, in order to further the efficiency of the Employer, to provide a peaceful means of dispute resolution and to provide for the welfare of its employees.

WITNESSETH:

ARTICLE 1.

RECOGNITION AND NON-DISCRIMINATION: The Commission hereby recognizes Local 3456, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive bargaining agent for all employees of Grand Rapids Public Utilities Commission, Grand Rapids, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees as per certification by the State of Minnesota, Bureau of Mediation Services, Case No. 78-PR-452-A dated November 4, 1977.

The Employer and the Union mutually agree that there should be no discrimination against any employee on account of Union membership or non-membership or race (including traits associated with race, such as hair texture and hair styles), creed, color, age, religion, national origin, sex (including pregnancy, childbirth, and related medical conditions), marital status, familial status, status with regard to public assistance, membership or activity in a local commission, disability,

sexual orientation, gender identity and expression, genetic information, or any other classification protected under local, state, or federal law.

ARTICLE 1-A.

MANAGEMENT RIGHTS CLAUSE: Section 1. All management rights, functions, privileges and authorities which were possessed by the Employer prior to entering into this Agreement will continue to be possessed by the Employer during this Agreement excepting only those that are specifically relinquished or modified by this Agreement.

Section 2. Such rights shall include but not be limited to:

- a) The right to reprimand, suspend, discharge, or otherwise discipline employees for just cause;
- b) The right to hire, promote, rehire, demote, transfer, assign, lay off and recall employees to work;
- c) The right to judge the employee's skill, ability, efficiency and qualifications;
- d) The right to determine the starting and quitting times of shifts to be worked;
- e) The right to maintain the efficiency of employees, control and regulate the use of equipment and other property of the Employer;
- f) The right to close down or expand the operation or any part thereof and reduce, alter, combine, transfer, cease any department, operation or service;
- g) The right to determine the number, size, location and operation of facilities and divisions, groups and departments thereof;
- h) The right to determine the service to be rendered, bought or sold, and the right to subcontract, provided however, the normal workweek and the number of employees assigned to the bargaining unit shall not be reduced due to the subcontracting work.
- i) The right to determine the assignment of work and the size and composition of the work force;
- j) The right to make, change and enforce rules, policies and practices, not in conflict with the provisions of this Agreement;
- k) The right to establish quality standards;
- l) The right to introduce technological changes, new, improved, or modified services, methods, techniques and equipment, establish new jobs or otherwise generally manage the operation and directly supervise the work force.

The Union shall have the right to recourse through the grievance procedure if it feels that the exercise violates any provisions of this Agreement.

ARTICLE 2.

UNION DUES: Section 1. Upon written authorization from any employee, the Commission shall deduct from their salary, their Union dues which shall be remitted to the Union each and every month.

The Union shall be allowed dues Check-off for its members, provided it has not lost its right thereto and such loss of rights as provided for by PELRA. The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union dues and/or any other Union or Employer approved deductions. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made, and the amount of such deductions, shall be forwarded to the Council 65 office in Nashwauk MN.

FAIR SHARE FEE: Section 2. All employees who are not members of the exclusive representative may be required by said exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The employer shall deduct the fee from the earnings of the employee and transfer the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the employer pending a decision by the director pursuant to Section 3 of the Act.

INDEMNIFICATION: Section 3. The Union agrees to indemnify and save and hold harmless the Commission from any and all claims, demands, suits or liability arising out of any action taken by the Commission in compliance with this Article.

UNION REPRESENTATIVES: Section 4. Any correspondence between the Employer and AFSCME Local 3456 regarding an issue affecting terms and conditions of employment of the bargaining unit shall be with the AFSCME Council 65 business agent and copied to Local Union No. 3456.

ARTICLE 3.

HOURS OF WORK: Section 1. The regular straight time work hours for all employees except shift workers shall not be more than eight (8) hours in any one (1) day and not more than forty (40) hours in any one (1) week, Monday through Friday. The hours of work shall be according to present practice. Prior to any change in the work hours, the Employer agrees to notify the exclusive representative.

Section 2. Regular, straight time work hours for shift workers shall be in accordance with posted work scheduled as determined by the head of the Department.

Section 3. Employees shall be paid time and one-half (1½) for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. When a Journey Lineworker is scheduled to work a ten (10) hour per day, four (4) day work week, overtime will not be payable

unless the employee works over ten (10) hours in one day or forty (40) hours in the week. Paid time off and other paid leave time shall be considered time worked for the purpose of this section. Overtime shall be approved in advance by the employee’s supervisor except in cases of emergency. Overtime shall be paid for actual time worked, calculated based on each complete tenth of an hour (0.10), i.e. six (6) minutes, worked.

Section 4. Overtime work shall be assigned to employee within the classification wherein it arises and then to employees outside of that classification or department. Overtime shall be distributed equally by department on a rotating basis according to a mutually agreed to system, and a current list of overtime calls and hours shall be maintained by the employer.

If any employee establishes that during the preceding thirty (30) calendar days, they did not receive overtime work which they were entitled to under the provisions of this Article and/or the overtime call out schedule, said employee shall have preference to future overtime work they are available to work until such situation is corrected.

In the event overtime is scheduled on Sundays or holidays, except for employees assigned/scheduled to cover shift operations or working emergencies, the employees scheduled to perform said overtime shall be compensated at the rate of one and one-half (1½) time for such time worked. It is agreed that any employee who has scheduled vacation or is actually on vacation during the time of the need of scheduled overtime shall not be required to work such overtime unless at least two (2) weeks’ notice of need is given. It is the intent of the Commission to minimize and, hopefully, eliminate such occurrences.

Section 5. Call-outs: Employees called out to work after having left the company’s premises shall be paid a minimum of three (3) hours pay at their straight-time rate or time and one-half the employees regular hourly rate for all hours worked during the call out, whichever is greater. Employees called out on a Sunday or holiday as per Article 4, Holidays: Section 1, to work shall be paid a minimum of four (4) hours pay at their straight time rate or time and one-half the employee’s regular hourly rate for all hours worked during the call out, whichever is greater.

Section 5A. Sleptime:

If an employee responding to an emergency call out has worked two (2) or more hours between 12:01 AM and 8:00 AM, they will be granted one half (1/2) hour of sleep time for every one hour of work performed between 12:01 AM and 8:00 AM to a maximum of four hours.

If the employee’s request to be released for sleptime is denied by the employee’s immediate supervisor, the employee shall continue work at the rate of time and one-half the employee’s regular rate until released.

Sleptime is time taken off scheduled work hours without loss of pay.

Sleptime cannot be used unless the individual actually works a full shift the next day (hours worked plus sleptime credit equals eight hours).

If the employee works up to their normal start of schedule and wishes to keep working, they may leave early in the afternoon and apply this time.

Section 6. Standby Time: Employees required to be on standby shall receive twelve (12) hours of pay at applicable straight time rate per weekend. Hours for standby shall be from normal end of shift on Friday to the normal starting time on Monday.

Employees required to be on standby on holidays shall receive six (6) hours of pay at applicable straight time rate. Hours for standby on holidays shall be from the normal end of shift the day before the holiday to the normal starting time the day after the holiday.

Standby time offered to any employee who qualifies on an equal basis and an accounting system set up so the employee knows the amount of pay and hours they are receiving for standby time.

Employees who volunteer for standby agree to be placed on the standby rotation list for as long as the employee maintains their current position.

Section 6A. Weekday Standby:

When employees are required to be on weekday standby, weekday standby will be offered to employees on a rotating basis on the Monday prior to the Monday on which weekday standby assignment is to start.

If, by the end of shift on Tuesday, the weekday standby has not been filled, the employee(s) with least amount of weekday standby during the present calendar year, shall be assigned first. In the case of equal weekday standby hours, the first employee on the rotation schedule shall be assigned first.

The weekday standby list will be posted by the end of shift Thursday, for the weekday standby starting Monday, 4:30 PM through the following Friday at 8:00 AM.

The hours of weekday standby assignment will be updated once every two weeks, for use the following two weeks.

When weekday standby is in effect a minimum of one lineman will be scheduled for weekday standby at any one time.

The employee(s) on weekday standby assignment shall receive one hour of pay at First Class Lineman straight time rate per weekday standby. Hours for weekday standby shall be from normal end of shift to the normal starting time the following day.

Standby time offered to any employee who qualifies on an equal basis and an accounting system set up so the employee knows the amount of pay and hours they are receiving for standby time.

Employees who volunteer for standby agree to be placed on the standby rotation list for so long as the employee maintains their current position.

Section 7. Bi-Weekly Salary: Employees shall be paid bi-weekly.

Section 8. There shall be no pyramiding of daily and/or weekly overtime.

Section 9. Clean Up Time: Employees in the following job classifications may use the last fifteen (15) minutes of their shift for personal clean up at the worksite: Maintenance Foreman; Water Dis & Coll Worker; WTP Operator; Maintenance Foreman; Maintenance I; Maintenance II; Lab Operations Director; and Operators. Clean up time shall not result in overtime unless approved in advance by the employee’s supervisor.

ARTICLE 4.

HOLIDAYS: Section 1. Employees shall be entitled to the following paid holidays:

- | | | |
|-------------------------------------|------------------------|-----------------------------|
| New Year’s Day | Good Friday | Veteran’s Day |
| Memorial Day | Fourth of July | Christmas Day |
| Labor Day | President’s Day | Martin Luther King, Jr. Day |
| Thanksgiving Day | Day after Thanksgiving | |
| Columbus Day/Indigenous Peoples Day | Juneteenth | |

Section 2. When any of said holidays fall on a Sunday, the following day shall be the holiday. When any of said holidays falls on a Saturday, the previous day shall be the holiday.

Section 3. Shift workers shall be eligible for premium pay for the actual holiday. Premium pay shall be defined as stated in Article 4, Section 4.

Section 4. Employees required to work on any of the scheduled holidays contained in Section 1 shall receive eight (8) hours pay at their regular straight time rate of pay and shall be paid time and one-half (1½) for all hours worked on said holiday. Any employee required to work as an Operator on Thanksgiving Day, Christmas Eve, or Christmas Day shall receive eight (8) hours pay at their regular straight time rate of pay and shall be paid two (2) times for all hours worked on those holidays.

Section 5. When any of said holidays falls on an employee’s scheduled day off, such employee shall be paid an additional eight (8) hours’ holiday pay.

Section 6. In order to qualify for the eight (8) hours of straight time pay for a holiday not worked, it is required that the employee shall work the last scheduled work day or shift prior to and the first scheduled work day following the holiday, unless the employee is absent before or after the holiday on approved leave.

Section 7. In the event a holiday occurs on the employee’s sixth consecutive work day during any workweek and the employee works said day, they shall receive four (4) hours’ straight time pay in addition to the other applicable pay provisions covering such day.

Section 8. The offices of the Employer will be closed the afternoon of Christmas Eve, when that day falls on a Monday through Thursday. All employees will receive four (4) hours of holiday pay during this time. Hours for standby on Christmas Eve shall be from the time the offices close on Christmas Eve to the normal starting time the day after Christmas Day; the other standby contract language applies.

Section 9. Part-time employees shall receive prorated holiday pay at their regular straight time rate of pay based upon their regular work schedule. Part-time employees required to work on any of the holidays in Section 1 shall be paid time and one-half (1½) for all hours worked on said holiday.

ARTICLE 5

Section 1. PAID TIME OFF (PTO), EXTENDED ILLNESS BANK (EIB), AND EARNED SICK AND SAFE TIME (ESST): The PTO plan includes the employee’s PTO account and the employee’s EIB account. The PTO account may be used for any authorized absence. The EIB account may be used for absences due to illness or injury to the employee or certain family members, after the second consecutive scheduled work day that the employee is absent. ESST may be used for the reasons listed in the Employer’s ESST Policy as it accrues.

Section 2. PURPOSE: PTO may be used, with Supervisor approval, for vacation, illness, family emergencies, health and dental care, and other elective absences. PTO may also be used for earned sick and safe time. EIB offers income protection in the event of serious illness or injury to the employee or certain family members. Vacation, sick leave and floating holidays are incorporated into the PTO accruals. Paid holidays (except floating holidays), funeral leave and jury duty leave are not incorporated into the PTO accruals.

Section 3. ACCRUAL OF PTO/ESST: PTO benefits are accrued according to the following schedule:

Years of Service	PTO Days Per Year
1	13
2	18
3	18
4	18
5	23
6	23
7	23
8	24
9	25
10	26

Years of Service	PTO Days Per Year
11	27
12	28
13	29
14	30
15	31
16	32
17	33
18	34
19	34
20	35
21	35
22	35
23	35
24	35
25	35

Part-time, seasonal, and temporary employees accrue ESST at the rate of one (1) hour for every thirty (30) hours worked.

The Employer may give “Years of Service” credit to new hires to reflect relevant experience credit, as deemed appropriate by the Employer. (Effects only rate of accrual - limited to a maximum of four (4) years, i.e. eighteen (18) days maximum.)

Section 4. USE OF PTO/EIB/ESST:

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

(b) **Rate of Payment:** PTO/EIB/ESST is paid at the rate the employee would have been paid for the hours or shift missed, including shift differential, if applicable. PTO/EIB/ESST counts as hours worked for purposes of computing overtime. PTO/EIB/ESST may not be used in less than one half hour increments.

(c) **PTO for Vacations, Planned Events:** Time for taking vacations must be mutually agreed between the employee and the Department Head. Normally, only one employee per department shall be allowed on vacation at any one time, unless a greater number is authorized by the Department Head. Employees must complete their selection of vacation periods prior to February 1 of each year in order to exercise seniority for that calendar year. The Employer will notify employees in writing of the approval or denial of their seniority requests prior to February 15. After February 1, an employee requesting a vacation period shall not be allowed to exercise seniority over a junior employee for that vacation period. The Employer will notify employees in writing of the approval or denial of their non-seniority requests within 2 weeks of the submittal of the request.

(d) PTO/ESST for Foreseeable ESST Reasons: If the employee will be unable to report for work as scheduled for a foreseeable sick or safe leave reason, as listed in the Employer’s ESST Policy, the employee is responsible to notify the Department Head or designee in writing at least seven (7) days in advance.

(e) Short Notice PTO/ESST: If the employee will be unable to report for work as scheduled because the employee is unable to work for an unforeseeable sick or safe leave reason, as listed in the Employer’s ESST Policy, the employee is responsible to notify the Department Head or designee in advance of the start of their scheduled shift, except that if it is impossible for the employee to give such notice, then as soon after the start of the scheduled shift as practicable.

(f) Use of 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 child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee’s attendance may be necessary, on the same terms upon which the employee is able to use PTO for the employee’s own illness or injury. For the purposes of this Section, a “child” means an individual under 18 years of age, or an individual under 20 years of age who is still attending secondary school.

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 Employer 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 child, along with such additional information as the Employer 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.

(g) PTO/ESST for Probationary Employees: Upon commencement of employment, probationary employees who will be eligible for benefits shall have available for immediate use one-half (1/2) of the PTO/ESST available to them in their first year of employment based upon their Years of Service. For benefit eligibility, see Article 12, Section 1. For PTO/ESST accrual, see Section 3 of this Article. Use of PTO/ESST during the probationary period shall be subject to all provisions of this Article. Upon successful completion of the probationary period, the employee shall retain whatever PTO/ESST is in the employee’s PTO/ESST account at that time and shall accrue PTO/ESST going forward.

Section 5. PTO/EIB/ESST ACCUMULATION: An eligible 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 6.

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

An employee may carry over accrued unused ESST at the end of the calendar year; the total amount of accumulated ESST may not exceed eighty (80) hours at any time.

Section 6. PTO CONVERSION:

(a) An employee who has accumulated more than two hundred forty-eight (248) hours of PTO as of the employee’s anniversary date shall transfer accumulated PTO in excess of two hundred forty-eight (248) hours to the employee’s EIB account, at the rate of one (1) hour PTO for one (1) hour of EIB, subject to the maximum EIB accumulation set forth in Section 5. An employee who has the maximum EIB accumulation as of the employee’s anniversary date shall convert PTO in excess of two hundred forty-eight (248) hours as a payment to the employee’s Post-Employment Health Care Savings Plan at the rate of one (1) hour payment at the employee’s current rate of pay for each one (1) hour of PTO accumulation in excess of two hundred forty-eight (248) hours. The conversion is available only if, as of the employee’s anniversary date, the employee has used at least forty (40) hours of PTO during the previous twelve (12) months in the first five years of employment, or at least eighty (80) hours of PTO during the previous twelve (12) months in all subsequent years of employment.

(b) By written request from the employee received prior to or on their anniversary date, employees will be allowed to transfer accrued PTO days to their EIB account within the following parameters on their anniversary date:

the employee has less than twenty (20) days accumulation in their EIB account; and the employee has used forty (40) hours of PTO in the previous twelve (12) months.

Section 7. 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 Employer of resignation or retirement. The two (2) weeks’ advance written notice may be waived by the Employer at its discretion. Also, in the event of death of an employee, the employee’s estate shall be entitled to payment of the accumulated, unused balance of the employee’s PTO (not EIB) account. An employee’s PTO shall not be cashed out if they are discharged.

Upon retirement, or being declared permanently, totally disabled, or upon resignation after twenty (20) years of service or more, the balance of an employee’s EIB account 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 Grand Rapids Public Utilities Commission. Upon death the balance of an employee’s EIB account shall be paid according to statute.

An employee’s ESST shall not be cashed out on separation from employment, including resignation, retirement, death, or discharge.

ARTICLE 6.

BEREAVEMENT LEAVE: In the event of death in an employee’s immediate family (father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, spouse or step relatives) the employee shall be entitled to bereavement leave not to exceed three (3) days.

One (1) day’s paid leave shall be allowed an employee in the event of the death of an employee’s grandparents, grandchildren, brother-in-law, sister-in-law, of the employee or relatives in the employee’s immediate household. In the event the funeral or memorial service is held in a location in excess of two hundred, fifty 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.

ARTICLE 7.

SENIORITY: Section 1. Seniority status shall be granted to all employees, and an employee’s position on the seniority list shall be determined on the basis of his continuous length of service for the Commission. Employees upon completion of a probationary period of six (6) months shall be placed on a seniority list as of the first day of their employment.

Section 2. Seniority shall be by department. The last employee hired shall be the first laid off. The hiring shall be in the inverse order of layoff, provided they have the necessary qualifications to perform the duties of the job involved. Departments shall be Office Clerical, Meter Readers, Janitorial, Electrical, Wastewater Treatment, Water Distribution and Sewer Collection, and Water Treatment.

Section 3. In case of a reduction of force or elimination of a position, the senior employee may exert their seniority over a junior employee in any department provided in the judgment of the Commission they have the necessary qualifications to perform the duties of the job involved. In the event the employee does not agree with the Commission’s decision, the employee shall have the right of appeal through the grievance procedure.

Section 4. When an employee is transferred from one department to another, their seniority rights shall be frozen in the department from which they are being transferred and they shall accumulate rights in the new department from their first date of employment in the new department. An employee on temporary transfer to another department shall continue to accrue seniority in their regular department and not in the department to which they have been temporarily transferred. Overall seniority shall be recognized for the purposes of vacation and holidays.

Section 5. An employee shall lose seniority standing with the Public Utilities Commission if the employee:

1. Voluntarily resigns.
2. Is discharged for cause.
3. Is on medical leave of absence for a period of longer than two (2) years.

- 4. Is on lay off status for a period of longer than one (1) year.
- 5. Fails to return at the expiration of a leave of absence.
- 6. Is permanently retired.

ARTICLE 8.

VACANCIES AND PROMOTIONS: Section 1. Notice of all vacancies and new positions within the bargaining unit shall be posted on the employee’s bulletin board and the employees shall have seven (7) days’ time within which to make application to fill such vacancy or new position.

In the event the Employer creates a new job which does not fall under any present class or department, the senior employee applying for the job shall be assigned the job providing they have the necessary qualifications.

When an employee is assigned to fill a temporary vacancy and said vacancy has a higher rate of pay than the employee is presently receiving, the higher rate shall apply. Long-term temporary vacancies lasting over fifty (50) work days shall be posted according to the posting provisions of this agreement and filled according to the transfer and promotion provisions. When a temporary vacancy is terminated, the employee shall revert back to their original position. If an employee is a successful bidder for a vacant position, they shall receive the rate of the position which they are filling.

If a temporary vacancy results due to an employee’s use of sick leave, pregnancy and parenting leave, worker’s compensation leave, or other approved leave, and remains unfilled after following the posting provisions of the contract, the Employer may fill the temporary vacancy by contracting for or employing a temporary appointee, such appointment not to exceed two (2) years. The temporary shall not acquire seniority, shall not be entitled to the benefits provided to full and part-time employees under this contract, and may be terminated at any time without resort to the grievance procedure.

Section 2. It will be the policy of the Commission to fill vacancies by promotion. Precedent shall be given to senior employees provided that qualifications are relatively equal. In judging qualifications, the following factors will be considered:

- 1. Attitude
- 2. Aptitude
- 3. Versatility
- 4. Ability to get along with co-workers
- 5. Past job experience both in the employ of the Employer and prior job experience
- 6. Past education and training
- 7. Past work record

In the event an employee does not agree with the Commission’s judgment or decisions, they may have the right of appeal by invoking the normal grievance procedure.

Section 3. An employee filling such a position shall be on probation for a period of ninety (90) working days. And if, while they are on probation, the Commission determines that they are unqualified for that position, they shall have the right to return to their prior position without posting. The employee shall have fifteen (15) working days to return to their previous position.

Section 4. If an employee, before going on vacation or sick leave, notifies the Commission in writing that they desire to bid on any particular vacancy for which there may be a posting in their absence, they shall be sent at their home address, a copy of such posting and the required number of copies of the bid form so that they may submit their bid in a like manner as if they were not absent.

Section 5. When an employee applies for and is assigned a new classification, they shall receive the rate of pay for the classification.

Section 6. Part-time employees hired after ratification of the 1998-2000 contract can apply for full time positions along with other applicants but cannot post into full time positions. (Employees employed prior to ratification of the 1998-2000 contract are not subject to this provision.)

ARTICLE 9.

GRIEVANCE PROCEDURE: Section 1. Grievance Definition: A “grievance” shall mean all disputes or disagreements as to the interpretation or application of any term or terms of this Agreement. The filing or pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject to the final resolution of the grievance.

Section 2. The Employer and the employee shall attempt to adjust all grievances which may arise by virtue of this Agreement in the following manner:

STEP 1. First, an employee having a grievance shall, within twenty-one (21) calendar days after the employee has learned or should reasonably have learned of the event giving rise to the grievance, make an effort to adjust the grievance between the employee and their immediate supervisor or department head, and indicate to the supervisor or department head that the matter is a grievance. The supervisor or department head will give an answer, in writing, within twenty-one (21) calendar days after the Step 1 meeting.

STEP 2. In the event no settlement is reached in Step 1, the employee may appeal in writing the Step 1 answer to the General Manager within fourteen (14) calendar days after receipt of the Step 1 answer. The appeal must be in writing signed by the aggrieved employee and the Union. In order to be considered properly filed, the appeal shall: (1) be dated and signed by the grievant as well as the Union representative; (2) contain the date the incident occurred; (3) include a statement of the facts upon which the grievance is based; and (4) the remedy or correction expected and the specific Section of the Agreement upon which the grievance is

based. Upon request, the employee shall meet with the General Manager to explain and discuss the grievance. The employee shall be given the opportunity to have a Union representative present if the employee so chooses. The General Manager shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the written appeal or the Step 2 meeting, whichever is later.

STEP 3. In the event no settlement is reached in Step 2, a grievance which has been timely presented and processed in accordance with the Steps of the grievance procedure set forth in this Article and which remains unsolved after Step 2 shall upon notification from the Union be submitted to arbitration in accordance with the arbitration procedures of this Article, and the decision of the arbitrator shall be final and binding on the parties.

Section 3. Arbitration Procedures. The following provisions and procedures shall govern arbitration proceedings under this Agreement:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, and such request must be mailed to the Office of the General Manager within fourteen (14) calendar days after the date of the General Manager's decision in Step 2 or the date of the mediation, whichever is later.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions of this Article.

Subd. 3. Selection of Arbitrator. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Bureau of Mediation Services to furnish a list of prospective arbitrators. From this list, each party shall strike one (1) name until one remains. The last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. The parties shall complete the arbitrator striking process within ninety (90) days after receipt of the list of arbitrators from the Bureau of Mediation Services.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator. Both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right and opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo. A hearing on the grievance shall be held promptly by the arbitrator.

Subd. 5. Decision. A decision shall be rendered by the arbitrator within thirty (30) days of the date of hearing or the submission of written briefs by the parties, whichever is later, unless the parties agree to an extension. The decision of the arbitrator in all cases shall be final and binding.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration, including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of the hearing shall be made at the request of either party. The party requesting the transcript shall notify the other party not less than fourteen (14) calendar days in advance of the hearing that a transcript will be prepared, and the requesting party shall pay the cost of the Court Reporter's attendance. Each party shall be separately responsible for the cost of its copy of the transcript. Each party shall be separately responsible for one-half of the arbitrator's charges, including reasonable expenses.

Subd. 7. Jurisdiction. The arbitrator shall be bound by the terms of the contract. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, nor to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union.

Section 4. Voluntary Mediation. A grievance may be submitted to voluntary mediation prior to arbitration if the Employer and the Union mutually agree to do so. If agreed, the Union shall petition the Bureau of Mediation Services for appointment of a grievance mediator. The petition for mediation must be filed within fourteen (14) calendar days after the date of the General Manager's decision in Step 2.

Section 5. Computation of Time, Time Limitation and Waiver. In computing any period of time under this grievance procedure, the date from which the designated period of time begins to run shall not be included. The last day of the period shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

If a grievance is not presented within the time limits required by this Article, it shall be deemed "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last response. If the Employer does not answer a grievance or an appeal within the specified time limits, the grievance shall be deemed denied and the Union may appeal the grievance to the next step. The time limits set forth in this Article may be extended by mutual written agreement of the Employer and the Union. An oral agreement to extend a time limit promptly followed by a confirmatory letter, fax, or email from one party to the other shall suffice.

Section 6. Union Representatives. The Employer will recognize representative(s) designated by the Union as grievance representative(s) of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representative(s) and of their successor(s) when so designated.

Section 7. Employee Grievance Filed By Union. It is recognized that the Union has the right to file a grievance on behalf of any individual employee or group of employees, and the Commission shall recognize that grievance. If the matter remains unsolved, arbitration as outlined in the

grievance procedure may be used. The steps and time lines as set forth in this Article shall apply to a grievance filed under this Section.

Section 8. Choice of Remedy. The employee processing a grievance under the grievance procedure section of this Agreement agrees to be barred from seeking redress through any other judicial or quasi-judicial process. Any employee who has processed a claim through another judicial or quasi-judicial process on the same subject shall be barred from utilizing the grievance procedure.

Section 9. Issue Resolution Committee – The Union and Employer agree to maintain an Issue Resolution Committee to deal with potential grievances.

ARTICLE 10.

DISMISSALS, SUSPENSIONS, DEMOTIONS AND TRANSFERS: Discharges, suspension, demotions or transfers to a lower classification shall be made only for just cause. Employees who feel that the disciplinary action was unjust shall have the right to recourse through the grievance procedure.

ARTICLE 11.

HEALTH AND WELFARE: Section 1. The Employer will provide a policy of group health insurance that covers all employees. Effective January 1, 2024, the Employer shall pay one hundred percent (100%) of the monthly premium for single coverage and employees shall pay two hundred dollars (\$200.00) toward the monthly premium for family coverage.

In addition, the Employer will contribute to each employee’s Health Savings Account according to the following schedule:

Contract Year	Single	Family
2024	\$ 2,572	\$ 5,786
2025	\$ 2,572	\$ 5,786
2026	\$ 2,572	\$ 5,786

The aggregate value of benefits shall not be reduced unless the Employer and the Union agree to a reduction in benefits. Any change in the coverages which are imposed by the insurance carrier without option to the Employer and which are applicable to all employees shall be implemented for the members of this bargaining unit. The Employer will notify the Union as soon as practicable of changes in the group insurance policy and will, at the request of the Union, meet and confer regarding the changes.

The Employer shall maintain an insured plan and shall not self-insure except with the Union’s agreement.

Section 2. LIFE INSURANCE: The Employer agrees to pay the total premium for a term life

insurance policy covering the life of the insured regular full-time employee according to the following schedule:

<u>Annual Base Salary</u>	<u>Policy Amount</u>
Up to \$15,000	\$15,000
\$15,001 - \$20,000	\$20,000
\$20,001 - \$25,000	\$25,000
\$25,001 - \$30,000	\$30,000
\$30,001 - \$35,000	\$35,000
\$35,001 - \$40,000	\$40,000
\$40,001 - \$45,000	\$45,000
\$45,001 and over	\$50,000

The principal sum shall be payable to the beneficiary named by the insured employee with the right reserved to the insured employee to change the beneficiary. In the event the insured does not designate a beneficiary, it shall be paid to the employee’s estate.

Employees may purchase additional coverage for themselves and/or spouses and/or dependents.

Section 3. Long Term Disability Insurance: The Employer will provide a policy of coordinated long term disability insurance with a ninety (90) day waiting period and benefit level of sixty percent (60%) of monthly earnings. The monthly premiums for the long term disability plan will be payroll deducted. A lump sum amount equal to the monthly premium will be added to each employee’s wages on a monthly basis. (GRPUC will attempt to find an LTD policy with similar terms as the current GRPUC sponsored plan.)

Once the employee starts to collect long term disability payments, there will be no further PTO or EIB accumulation. The Employer will pay the Employer’s premium contribution to group insurance benefits until the earliest of the following:

- 1) the employee’s disability, as defined by the long term disability insurer, ceases;
- 2) the employee accepts and begins another job with another employer;
- 3) one (1) calendar year from the date the employee is first eligible for long term disability;
- 4) the employee retires. (“Retire” for purposes of this contract is defined as eligible for and receiving PERA retirement annuity benefits as of the termination of employment with Grand Rapids Public Utilities Commission.)

In addition, an employee who is collecting long term disability payments shall have a one-time option, exercisable after one calendar year has elapsed from the date the employee was first eligible for long term disability, to designate a portion of the employee’s accumulated, unused PTO to be used for the payment of premiums for group health and dental insurance while the employee continues to be on LTD and employed by GRPUC. This option may be exercised only once during the employee’s employment with GRPUC. The portion of the employee’s PTO so designated shall

be available only for the payment of premiums for group health and dental insurance and, if unused, shall not be returned to the employee’s PTO account.

Section 4. Short Term Disability Insurance: The Employer will provide a coordinated short-term disability policy for the period of disability, up to the ninety (90) day elimination period for long-term disability following an elimination period of not more than twenty-one (21) calendar days for non-industrial injury or sickness.

Employees shall be required to use eligible PTO and/or EIB to bridge the elimination period. Once the employee starts to collect short term disability payments, accumulation of PTO and EIB will stop. The Employer will pay the Employer’s contribution to group insurance benefits until the employee reaches eligibility for long term disability payments.

Section 5. Dental Insurance: The Employer will provide a policy of group dental insurance and, through December, 2007, pay the full premium. After December, 2007, the Employer and the employee will each pay fifty percent (50%) of any increase in the monthly premium.

ARTICLE 12.

BENEFIT ELIGIBILITY, DISCONTINUATION:

Section 1. Benefit Eligibility: To be eligible for any accrued benefits within the agreement; i.e., sick leave, health and welfare, vacation, 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 Section 2 of this Article.

Section 2. Workers’ Compensation, Benefit Discontinuation: An employee on workers’ compensation benefits will continue to accrue benefits as provided in Section 1 of this Article 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).

ARTICLE 13.

GENERAL PROVISIONS: Section 1. Bulletin Board: The Union shall be permitted the use of bulletin boards for the purpose of posting matters concerning Union business only.

Section 2. If an employee receives a compensable injury and has accrued benefits under either PTO or EIB, the Commission shall pay the difference between the compensation received by the employee and their regular monthly pay rate, the same to be deducted from their accrued PTO or EIB benefits. It is understood that the additional payments made to such an employee over and above that paid by Workers' Compensation shall not exceed the amount of credits to which they are entitled to on account of their accrued PTO and EIB benefits. The combination of Workers' Compensation and benefits received shall not exceed the normal take home pay of the individual. Employees have the right to waive payments under this clause.

Section 3. When any employee is required by the Employer to use their own vehicle on the job, they shall be compensated at the then-current IRS mileage rate, upon submittal of a mileage log approved by their Department Manager.

Section 4. As provided in the Employer's Electronic Communications Device Policy, and subject to the terms of such Policy, covered employees shall either be reimbursed forty dollars (\$40.00) per month for the business use of their personal cellular phones or provided an Employer cellular phone, at the employee's option.

Section 5. The parties agree to establish a Labor Management Committee, which shall be governed by written Bylaws. The Committee shall have no authority to add to, delete, amend, or modify in any way any of the terms of this Agreement or to settle grievances arising under this Agreement.

ARTICLE 14.

APPRENTICESHIP: Section 1. Apprenticeship Program. The apprenticeship program detailed below will be utilized if management deems there to be an appropriate and qualified internal candidate who desires to enter the program, and it is in the business interest of the employer.

Section 2. The parties agree that during the contract term of this Agreement, a formal apprenticeship program shall be established with a Joint Apprenticeship Committee. This is contingent on equal representation by each party on the committee and mutual consent on rules and regulations that will apply.

Section 3. Pay rates for apprentices shall be:

1st 2,000 hours -----	83% of scale
2,000 - 4,000 hours -----	87% of scale
4,000 - 6,000 hours -----	91% of scale
6,000 - 8,000 hours -----	95% of scale
8,000 hours or over -----	100% of scale

Section 4. This schedule shall apply to an apprentice making normal progress. Should the Employer feel that an employee is not progressing at the normal rate, the employee shall be informed in writing of their deficiency and shall not be entitled to the next step until such time as the deficiency is corrected. Should an employee progress significantly above the normal, the employee may be granted a step increase before scheduled.

Beginning employees with prior experience may be placed in the appropriate step of the schedule.

ARTICLE 15.

LEAVES OF ABSENCE: Section 1. Jury Duty: The Commission shall supplement the compensation of an employee on jury duty for up to twenty (20) working days so that their total compensation will be the same as if they had been working and paid their regular rate. However, if such an employee after reporting for jury duty is excused for the day, they must report back to work.

Section 2. Leaves of Absence: 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 PU Commission provided such absence does not interfere with the orderly operation of the Commission. Additional leave time off, if necessary, may be requested at the end of said three (3) months' leave subject to Commission approval.

Section 3. Pregnancy and Parenting Leave: The Employer shall grant an unpaid leave of absence to an employee who is: (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 may not exceed twelve (12) weeks, unless agreed to by the Employer.

The leave shall begin at a time requested by the employee. The Employer may adopt reasonable policies governing the timing of requests for unpaid leave. For leave under (1) above, the leave may begin not more than twelve (12) months after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than twelve (12) months after the child leaves the hospital.

An employee returning from a leave is 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 longer than one month must notify the Employer at least two weeks prior to return from leave.

If, during a leave, the Employer experiences a layoff and the employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of the layoff and recall system of this 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 which the employee would have had if the employee had not taken the leave.

An employee returning from leave is entitled to return to employment 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 leave is entitled to retain all accrued preleave benefits of employment and seniority, as if there had been no interruption in service. An employee, by agreement with the Employer, may return to work part-time during the leave period without forfeiting the right to return to employment at the end of the leave period.

ARTICLE 16.

SAVINGS AND SEPARABILITY: Section 1. Any Article, Section, clause or statement herein contained that in any way violates the laws of the State of Minnesota or laws or rules of any political subdivision therein shall be of no force and effect. The remainder of this Agreement shall not be affected thereby. Any Article so invalidated shall be subject to renegotiations by the parties.

ARTICLE 17.

WAGES:

Section 1. If the Maintenance Foreman is absent for one (1) day or more, management may at its discretion designate an acting foreman on a day-to-day basis and they shall receive the foreman’s rate of pay during such designation.

Section 2. License Expenses and Stipend: For employees who are seeking a professional license that is required or preferred by the Employer, the Employer shall pay the cost of the class or training and shall pay the fee for one (1) examination. For employees who are maintaining a professional license that is required or preferred by the Employer, the Employer shall pay the cost of required continuing education and renewal fees. Any expenses under this Section must be approved in advance by the Employer.

For employees who are maintaining a special license that is not required or preferred by the Employer, but which the Employer deems beneficial, the Employer shall pay a reasonable hourly stipend, determined after negotiation with the Union.

Section 3. Shift Premium: The afternoon shift premium shall be Twenty-five Cents (\$.25) per hour and Thirty-five Cents (\$.35) per hour for the night shift.

Employees absent from their regular scheduled shift will not receive the shift premium during their absence. The employee working shall receive the shift premium.

Section 4. Pay Structure: The Pay Structure for all employees covered by this Agreement is included in Appendix A.

Section 5. New Hires: The Employer shall assess the relevant prior experience of a new hire, taking into consideration peer and supervisor equity.

Section 6. Promotions and Demotions: In the event of a promotion (see Article 8) or demotion, the employee will move to the Pay Grade for the new job title and maintain their position on the Pay Range.

Section 7. Deferred Compensation: The Employer agrees to make a matching contribution of up to three percent (3%) of annual salary per year for each participating employee, to the maximum allowed by Minnesota Statutes, to a deferred compensation plan.

ARTICLE 18.

MEAL ALLOWANCE: In the event that any employee without a prearranged work schedule has worked three (3) or more unscheduled hours, they shall be entitled to a Ten Dollar (\$10.00) meal allowance and thereafter to an additional Ten Dollar (\$10.00) meal allowance for each additional six (6) unscheduled hours worked. The meals shall be taken when practicable.

ARTICLE 19.

PROTECTIVE CLOTHING:

Section 1. Employees who work in a non-office setting shall wear fire protective clothing as required by law or recommended by the Safety Committee. Such employees are authorized up to Two Thousand Seven Hundred and no/100s Dollars (\$2,700.00) in a three (3) calendar year period toward the purchase of fire protective clothing.

Section 2. The employee shall be responsible for maintaining and cleaning the fire protective clothing according to the manufacturer’s recommendations in order to protect the fire protective and flame-retardant characteristics of the clothing. If such clothing is damaged on the job, the Employer shall replace it.

Section 3. In the event employees are no longer required to wear fire protective clothing, the above

sections shall cease to be in effect.

Section 4. Employees who work in a non-office setting are authorized up to One Thousand Three Hundred Fifty and no/100s Dollars (\$1,350.00) in a three (3) calendar year period toward the purchase of safety clothing.

Section 5. Employees who work in a non-office setting shall be reimbursed for safety shoes. Such employees are authorized up to Six Hundred Dollars (\$600.00) in a three (3) calendar year period toward the purchase of safety shoes.

Section 6. Employees who work in a non-office setting shall be reimbursed for prescription safety eyewear. Such employees are authorized up to Five Hundred Dollars (\$500.00) in a three (3) calendar year period toward the purchase of prescription safety glasses.

ARTICLE 20.

TERM OF AGREEMENT: Section 1. The provisions of this Agreement shall remain in effect from January 1, 2024 to December 31, 2026, and from year to year thereafter unless either party gives notice of the desire to terminate or amend said agreement sixty (60) days prior to the annual renewal date.

Section 2. It is agreed by both parties herein that there shall be no lockouts during the term of this Agreement, nor shall there be any strikes, slowdowns, cessations or stoppages of work of any kind during the term of this Agreement.

**GRAND RAPIDS PUBLIC UTILITIES
COMMISSION**

**LOCAL UNION NO. 3456
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO**

BY _____
Thomas G. Stanley
President

BY _____
Shannon Thomsen
President

BY _____
Luke Francisco
Secretary

BY _____
Troy Bauch
Field Director

Appendix A

GRPU Pay Structure

Appendix A

2024 Pay Structure

Pay Grade	Job Titles	Range Minimum (Hourly)	Range Midpoint (Hourly)	Range Maximum (Hourly)
1	Customer Service Representative, Maintenance III, Purchasing Clerk	\$23.62	\$28.98	\$34.34
2	Accounting Technician, Accounting Technician - Payroll/Benefits, Lead Customer Service Representative, Maintenance II -Facilities, Maintenance II - Systems, Wastewater Treatment Plant Operator, Water Treatment Plant Operator	\$28.35	\$34.78	\$41.21
3	Information Systems Analyst, Maintenance I - Facilities, Maintenance I - Systems	\$30.33	\$37.21	\$44.09
4	Journey Line Worker	\$37.76	\$46.33	\$54.90
5	Electric Meter Technician, Line Crew Lead, Maintenance Electrician, Project Coordinator - Electric	\$39.65	\$48.65	\$57.65
6	Line Crew Foreman, Maintenance Foreman, Wastewater Operations Director, Water Operations Director	\$41.63	\$51.08	\$60.53

Note: Current employees will be placed based on the May 16, 2024 placement sheet (scenario 14).

2025 Pay Structure

Pay Grade	Job Titles	Range Minimum (Hourly)	Range Midpoint (Hourly)	Range Maximum (Hourly)
1	Customer Service Representative, Maintenance III, Purchasing Clerk	\$24.06	\$29.52	\$34.99
2	Accounting Technician, Accounting Technician - Payroll/Benefits, Lead Customer Service Representative, Maintenance II -Facilities, Maintenance II - Systems, Wastewater Treatment Plant Operator, Water Treatment Plant Operator	\$28.88	\$35.43	\$41.99
3	Information Systems Analyst, Maintenance I - Facilities, Maintenance I - Systems	\$30.89	\$37.91	\$44.92
4	Journey Line Worker	\$38.47	\$47.20	\$55.93
5	Electric Meter Technician, Line Crew Lead, Maintenance Electrician, Project Coordinator - Electric	\$40.39	\$49.56	\$58.73
6	Line Crew Foreman, Maintenance Foreman, Wastewater Operations Director, Water Operations Director	\$42.41	\$52.04	\$61.66

Note: The 2025 negotiated wage increase was 3.75% so employees' 2024 wages will be increased by 3.75% for 2025.

Note: The annual pay structure movement is 50% of the negotiated wage so the 2025 midpoint wages are 1.875% higher than the 2024 midpoint wages.

2026 Pay Structure

Pay Grade	Job Titles	Range Minimum (Hourly)	Range Midpoint (Hourly)	Range Maximum (Hourly)
1	Customer Service Representative, Maintenance III, Purchasing Clerk	\$24.51	\$30.08	\$35.64
2	Accounting Technician, Accounting Technician - Payroll/Benefits, Lead Customer Service Representative, Maintenance II -Facilities, Maintenance II - Systems, Wastewater Treatment Plant Operator, Water Treatment Plant Operator	\$29.42	\$36.10	\$42.77
3	Information Systems Analyst, Maintenance I - Facilities, Maintenance I - Systems	\$31.47	\$38.62	\$45.76
4	Journey Line Worker	\$39.19	\$48.08	\$56.98
5	Electric Meter Technician, Line Crew Lead, Maintenance Electrician, Project Coordinator - Electric	\$41.15	\$50.49	\$59.83
6	Line Crew Foreman, Maintenance Foreman, Wastewater Operations Director, Water Operations Director	\$43.21	\$53.01	\$62.82

Note: The 2026 negotiated wage increase was 3.75% so employees' 2025 wages will be increased by 3.75% for 2026.

Note: The annual pay structure movement is 50% of the negotiated wage so the 2026 midpoint wages are 1.875% higher than the 2025 midpoint wages.

**Letter of Agreement
Between**

**PUBLIC UTILITIES COMMISSION
GRAND RAPIDS, MINNESOTA**

and

**AMERICAN FEDERATION OF STATE, COUNTY,
& MUNICIPAL EMPLOYEES - LOCAL 3456**

The parties to this Letter agree that, in the event of a declared Emergency or an approved response to a call for Mutual Aid, this Letter shall apply, rather than the Collective Bargaining Agreement between the parties.

1. For Emergencies on Employer Property or in Employer’s Service Territory:

- a. The Employer will declare the start, the end and the scope of the Emergency. Emergency pay for employees already working will start after management has declared the start of the Emergency. Employees who were not working when the Emergency was declared shall receive Emergency pay at the start of their next work day or when called in.
- b. During a declared Emergency, all work hours for employees directly assigned by management to the restoration effort will be paid at two times their regular straight time rate. Notwithstanding the foregoing, when such employees perform such work on a holiday that is recognized in the Collective Bargaining Agreement, they will also be paid for eight (8) hours of holiday pay at their regular straight time rate.
- c. Employees will be available to work sixteen (16) hours, and have eight (8) hours rest after being released from work, before being required to return to work.
- d. When the Emergency has ended, all employees will return to their regular schedule.
- e. Up to three (3) meals per day will be eaten on paid time. These meals will be provided by the Employer via credit card or other means.

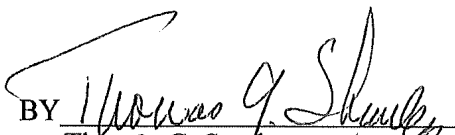
2. For Mutual Aid:

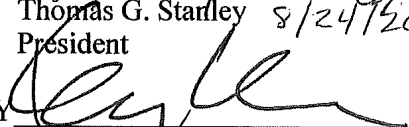
- a. Management reserves the right not to deplete the workforce, and will determine the number of employees that will be allowed to respond to a call for Mutual Aid.
- b. When the Employer agrees to participate in Mutual Aid, volunteers will be requested. If more employees volunteer than are needed, then volunteers will be chosen based on a rotational basis. Seniority will be used, if needed, to choose volunteers with equal rotations.

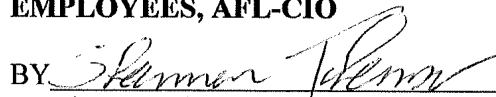
- c. During Mutual Aid, all work hours for employees directly assigned by management to the restoration effort will be paid at two times their regular straight time rate. Notwithstanding the foregoing, when such employees perform such work on a holiday that is recognized in the Collective Bargaining Agreement, they will also be paid for eight (8) hours of holiday pay at their regular straight time rate.
- d. Employees will be available to work sixteen (16) hours, and have eight (8) hours rest after being released from work, before being required to return to work.
- e. The following employees are not eligible to participate in Mutual Aid:
 - Anyone not released for full duty (not able to perform 100% of duties).
 - Anyone who does not possess a Commercial Driver’s License (CDL).
 - Any apprentice.
- f. The Mutual Aid will begin when employees are directed to prepare for transport to the requesting company’s location and will end when returning to the Employer’s property.
- g. When the Mutual Aid has ended, all employees will return to their regular schedule.
- h. Employees will not be asked to commit to more than fourteen (14) days of Mutual Aid work per event.
- i. Up to three (3) meals per day will be eaten on paid time. Meals not provided by the host utility will be paid via the Employer credit card.
- j. Employees will be provided lodging when performing Mutual Aid work at a location that is more than sixty (60) miles from the Employer’s office. The host utility will be informed that our employees require individual hotel rooms when available and paid for by the host utility.

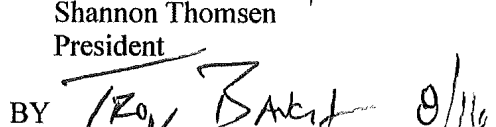
GRAND RAPIDS PUBLIC UTILITIES COMMISSION

**LOCAL UNION NO. 3456
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO**

BY 
 Thomas G. Stanley 8/24/2021
 President

BY 
 Kathy Kooda 8/24/2021
 Secretary

BY  8-16-21
 Shannon Thomsen
 President

BY  8/16/2021
 Troy Bauch
 Labor Representative

MEMORANDUM OF UNDERSTANDING

The parties have agreed that employees get the opportunity to choose either a paid meal break which may be interrupted or an unpaid meal break which cannot be interrupted. This Memorandum supersedes the break policy in the personnel policy.

Meal Breaks:

All employees have the opportunity to request their preferred meal break structure. The options are as follows:

- (1) A paid meal break of thirty (30) minutes, which must be taken on the premises, and which may be interrupted if required by operational needs; or
- (2) An unpaid meal break of thirty (30), forty-five (45), or sixty (60) minutes, which may (but need not) be taken on the premises, and which may not be interrupted.

Rest Breaks:

In accordance with applicable law, all employees shall have one paid rest break for every four consecutive hours worked, long enough to give the employee adequate time to utilize the nearest convenient restroom. Nursing mothers and lactating employees shall receive paid break time each day to express milk in accordance with applicable law.

Employees should be at their work site, ready for work at their designated start time and when returning from rest or meal breaks. Employees should leave the work site at the conclusion of their work schedule.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

**LOCAL UNION NO. 3456
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO**

BY _____
Thomas G. Stanley
President

BY _____
Shannon Thomsen
President

BY _____
Luke Francisco
Secretary

BY _____
Troy Bauch
Field Director

LETTER OF AGREEMENT

During collective bargaining for the 2024-2026 labor contract, the parties agreed they would discuss the standby and call out provisions during the term of the contract through the Labor Management Committee.

**GRAND RAPIDS PUBLIC
UTILITIES COMMISSION**

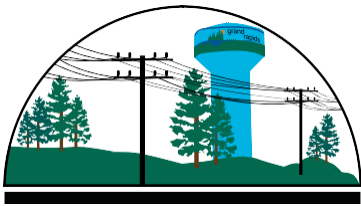
**LOCAL UNION NO. 3456
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO**

BY _____
Thomas G. Stanley
President

BY _____
Shannon Thomsen
President

BY _____
Luke Francisco
Secretary

BY _____
Troy Bauch
Field Director



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

Item 15.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ADMINISTRATION DEPARTMENT MONTHLY REPORT June 2024 Commission Meeting

GRPU Office Closure

- GRPU offices will be closed on July 4, 2024, in observance of the Independence Day holiday

Human Resources

- Reached a Tentative Agreement (TA) on May 16 during labor negotiations for the 2024-2026 AFSCME labor contract
- Executive Assistant Megan Sjostrand working PT (24 hrs/wk) from June 10 to August 12

Public Involvement

- Electric Department participating in local Safety Camp in August
- Participating in the City's Climate Action Advisory Committee and looking into Community Resilience Hub Grant Partnership with MNIPL, carbon-free wholesale power preferences, and plans for increasing electrification (i.e. EVs, rooftop solar, transportation fleet, building upgrades)

Governance

- MMUA Summer Conference will be held August 19-21 in Fargo. There will be a governance/commissioners track this year (see [here](#) for agenda information). Please notify Julie if you would like to attend this year's conference.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve the revised Ancillary Services and Fees Schedule.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The current Ancillary Services and Fees schedule was reviewed and approved by the Grand Rapids Public Utilities Commission at the February 22, 2023, meeting.

Grand Rapids Public Utilities (GRPU) defines primary services as providing electric, water, wastewater collection and treatment services to customers in which the price for these primary services are included in a rate study or negotiated directly with the consumer; then the secondary services offered by GRPU for electric, water, wastewater collection and treatment are considered ancillary.

The fee or pricing of the ancillary services should cover the direct and indirect cost of providing the service. If the ancillary service price is in the form of a credit to encourage a certain outcome which furthers the mission of the GRPU through safety, reliability, customer service, or environmental then the price should be determined based on the dollar value to encourage that determined outcome.

A rate is the amount charged regularly for a certain service and a fee is the amount charged each time the service is performed.

The Commission at the June 26 meeting will consider approving a 24 Hour Residential Emergency Locate Release and Waiver Liability in which electric and water residential customers private lines beyond the meter or water shut-off to the meter will be located by the GRPU for a fee.

The new fee was discussed internally, and management recommends the fee to be \$25.00 initial fee for one-half hour of locating services with additional units of one-half hour priced at \$25.00/unit rounding up to the next unit. For example, 45 minutes of locating services would be

an initial fee of \$25.00 plus one additional one-half hour unit for \$25.00 or a total of \$50.00 locating fee. If the customer only has one utility service, they will be charged the locating fee for that specific service. If the customer has more than one utility service (multiple services) and the locate service for multiple utility services is performed at the same time; then, the fee will not compound and the customer will not be charged two separate utility locating fees.

The revised Ancillary Services and Fee Schedule is attached for your review and the new electric and water locating fee is included **in yellow**.

RECOMMENDATION:

Approve the revised Ancillary Services and Fee Schedule as presented.

GRAND RAPIDS PUBLIC UTILITIES

ANCILLARY SERVICE AND FEES

ELECTRIC

Electric shut off and restoration - Non-payment	
At the meter	\$100.00
At the transformer	\$200.00
Electric shut off – permanent – meter removed	\$60.00
Electric shut off and restoration - Seasonal	
Seasonal disconnects – meter removed	\$60.00
Seasonal reconnect – meter reinstalled	\$60.00
Seasonal disconnects – meter remains	No Charge
Monthly service charges continue	
Seasonal reconnect – meter remains	No Charge
Emergencies	No Charge
Electric Repairs with required 24 hour notice (during normal working hours)	No Charge
Electric Temporary Use Meter- minimum 5 hours at billable rate rounded to nearest \$5.00	
Electric shut off and restoration outside normal working hours	
At the meter	***
At the transformer	***
Overhead to underground – credit	(\$1,000)
New or current customers requesting underground services or Requesting to change from overhead to underground services	
Increase transformation charge	See rates
Solar Interconnection	See rates

Electric Locates

Residential Customer private owned line beyond the meter \$25.00 plus
 Initial fee \$25.00 for one-half hour of locating services plus any additional units
 Unit of measure = one-half hour rounded to the next one-half hour
 (i.e. 45 minutes would be initial fee plus one unit and bill total \$50.00)

Electric Service Extensions

Electric Operating Policy

Revised June 24, 2024
 Adopted February 22, 2023

WATER

Irrigation rate - residential and commercial (separate meter for irrigation plus monthly service fee) (rate is based on 1,000-gallon unit)	\$6.22/unit
Water shut off and restoration - Non-payment (shut off at standpipe)	\$100.00
Water shut off and restoration	
Disconnect & remove meter (waived for emergencies)	\$200.00
Seasonal disconnects > 1 per year	\$100.00
Seasonal reconnects > 1 per year	\$100.00
Seasonal (one disconnect & reconnect per year) Monthly service charge continues	No Charge
Emergencies	No Charge
Plumbing Repairs with required 24 hour notice (during normal working hours)	No Charge
Water shut off and restoration outside normal working hours	***
Water Hydrant Use Agreement PLUS current water use rate For non-fire related water use from fire hydrant (Agreement required prior to use)	\$150.00
Water Temporary Use PLUS current water use rate For a limited amount of time – used for new construction (Garden hose hookup 1" meter only – six months)	\$150.00
Water line thawing and frozen meter	
Curb stop to house – normal business hours (\$200 first hour plus \$50/hour each hour after 1 st hour)	\$200.00
Curb stop to house – outside normal business hours	***
Main to curb stop	No Charge
Frozen meter replacement (Customer noncompliance with policy) (For 1" meters and below. Above 1" meter contact CSR Lead)	\$500.00

Water Locates

Residential Customer private line beyond the water shut-off to the meter \$25.00 plus
Initial fee \$25.00 for one-half hour of locating services plus any additional units
Unit of measure = one-half hour rounded to the next one-half hour
(i.e. 45 minutes would be initial fee plus one unit and bill total \$50.00)

Water or Sewer Service Extensions

Water & Sewer Operating Policy

Revised June 24, 2024

Adopted February 22, 2023

WASTEWATER

Liquid hauled waste disposal services	
Application and permit fee	\$50.00
Additional cards/replacement cards	\$25.00
Volume charge per 1,000 gallons	
Septage	
Holding Tank	
Service Charge per bill	
Liquid Hauled Waste	\$25.00
Include language in application.	
Sanitary Sewer - plugged – investigation	No Charge
Plugged – external use of jetter	\$185.00/hour
Water or Sewer Service Extensions	Water & Sewer Operating Policy

ADMINISTRATION

The general manager has the authority to approve a fee for an unusual and extraordinary service not listed as primary or secondary services of the GRPU. The fee should cover all direct and indirect costs of providing this service.

DRAFT



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve the July 1, 2024, renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$158,228, 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.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Attached is the Insurance Summary for Grand Rapids Public Utilities Commission General Liability and Commercial Property Insurance with the League of Minnesota Cities Insurance Trust (LMCIT). The GRPUC general liability insurance agency is Greater Insurance Service. Also, please see the attached liability coverage waiver form. It has been past practice for GRPUC to select “does not waive” the monetary limits on municipal tort liability established by MN SS 466.04.

There is a slight decrease in the general liability insurance premium for property coverage. The total premium decreased from \$159,171 in 2023 to \$158,228 in 2024, a \$943 decrease in premium.

Premium for 2023-2024 was \$159,171
Premium for 2022-2023 was \$137,025

The premium is less due to lower municipal liability modification factor, less vehicles, and lower auto experience modification factor. Also starting in 2023-2024 the agent fee was renegotiated to approximately 8% versus the previous 10% commission fee.

Please refer to page 8 in the insurance summary for changes in the annual premiums by coverage type.

Attachments:

2024/2025 Insurance Summary – League of MN Cities Insurance Trust
2023/2024 Insurance Summary – League of MN Cities Insurance Trust
Liability Coverage – Waiver Form

RECOMMENDATION:

Approve the July 1, 2024, renewal of the General Liability and Commercial Property Insurance with the League of Minnesota Cities Insurance Trust (LMCIT) in the amount up to \$158,228; 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.

Grand Rapids Public Utilities Commission

Insurance Summary

June 2024

League of MN Cities Insurance Trust (LMCIT)

- ✚ Not-for-profit organization formed in 1980
- ✚ Has paid a dividend to members every year since 1987

Presented by



407 S Pokegama Avenue
Grand Rapids, MN 55744

(P) 888-636-7174
(F) 218-999-0393

Property

Building, Contents & Income Coverage's

Coverage	2023-2024	2024-2025
Building	\$83,079,632	\$87,569,619
Business Personal Property	\$30,015,100	\$32,116,157
Business Income & Extra Expense	\$5,000,000	\$5,000,000
Property Deductible Per Occurrence / Aggregate	\$50,000 / \$100,000	\$50,000 / \$100,000
Income Deductible / Waiting Period	No waiting period	No waiting period

- ✦ The building limits were only increased by a 5% inflation guard- The League suggests 25-30% increases on the buildings to account for the market over the past few years. Appraisals are performed every 7 years, and your next one should be in 2026.
- ✦ If you exceed the \$100,000 aggregate deductible in a policy term, the deductible per claim is reduced to \$2,500 for sewer backups and \$1,000 for all other types of losses.
- ✦ The deductible applies per occurrence but not per location, so in the event of a major storm only one deductible would apply to all damage at all locations.
- ✦ Equipment breakdown coverage will now cover solar backup generators, up to \$100,000.
- ✦ There is a limitation for cosmetic damage losses to metal roofs. If the roof is dented or chipped but the damage doesn't cause it to fail and leak, they will only pay 70% of the cost to replace the roof. Many of the markets that we work with are adding these roof coverage limitations, and other coverage reductions, in response to the severe storms that have become part of our normal weather patterns.

Other Property Coverage's

Coverage	Limit
Ordinance & Law – A, B, C	Included in Building Limit
Flood and Sewer Backup	\$500,000 per occurrence
Debris Removal / Additional Limit	25% of Property Limit
Accounts Receivable	\$500,000
Valuable Papers & Records	\$500,000
Pollutant Cleanup Expenses	\$250,000
Terrorism Losses – Special Pooled Limit	\$50,000,000 Per Occurrence

- ✚ **A Terrorism Loss Occurrence is defined as all losses arising from terrorist activities occurring during a period of 72 consecutive hours.**
- ✚ **Terrorism includes any activity associated, even in part, with the intent to disrupt or interfere with basic public services and government functions such as utilities. This includes the following types of situations:**
 - Use or threatened use of force, violence, or harm against people, intangible or tangible property, the environment or natural resources
 - Use of biological, chemical, radioactive, or nuclear devices
 - Use of bombs, incendiary devices, explosives, and firearms
 - Hijacking motor vehicles
 - Kidnapping or other attacks on government officials and employees
 - Seizure, blockage or interference with government buildings and other assets
- ✚ **Coverage is limited to \$1,000,000 per policy period for losses and expenses resulting out of any discharge of pollutants, chemical or biological release or exposure of any kind, attack by electronic means and any threat or hoax when directly or indirectly related to terrorism. This sublimit doesn't apply to resulting fire, smoke, water damage or sprinkler leakage.**
- ✚ **If the total of all members' losses arising out of terrorist activities within a 72-hour period exceeds \$15,000,000, there will be no coverage for any subsequent losses of this type. They must put this limitation in place to protect the financial position of the Trust.**

Mobile Equipment Coverage

Coverage	Limit	Deductible
Unscheduled Equipment	\$250,000 per item	\$5,000
Hired and Leased Equipment	\$100,000 per item	\$50,000

- ✚ Items with a value higher than \$250,000 must be scheduled on the policy. There are no items currently scheduled.

Crime Coverage

Coverage	Limit	Deductible
Limit Per Occurrence	\$250,000	\$500
Fraudulent Instructions Sublimit	\$50,000	\$500

- ✚ This covers theft of your money and property, loss caused by forgery or alteration and credit card fraud. It does not apply to theft by your employees.
- ✚ “Fraudulent Instructions”, often referred to as “social engineering”, is loss caused by an employee authorizing a payment or a money transfer based on instructions received from someone posing as a supervisor, client, or vendor.

Fidelity & Faithful Performance Bond Coverage

Coverage	Limit	Deductible
Limit Per Occurrence	\$1,000,000	\$1,000

- ✚ This coverage applies to losses arising out of an employee’s theft, negligence, or breach of duty. The Commission or the other party would have to press charges or bring a suit and try to collect any damages directly from the employee. If those attempts fail, the League will pay the damages and then pursue legal action against the employees.

First Party Cyber

Primary Coverage

Coverage	Limit	Deductible
Annual Aggregate Limit	\$500,000	\$250 Per Occurrence

- ✦ This is the maximum amount available to you during the policy term for all losses.
- ✦ Coverage applies to legal and professional IT service fees, costs to notify affected individuals and expenses to provide required credit monitoring & identity restoration services resulting from a data breach. It also covers loss of revenue, accounts receivable losses, computer equipment & electronic data restoration costs resulting from a cyber-attack on your system.
- ✦ The policy form does not specifically address coverage for monies paid in response to a ransomware or extortion attack. These attackers are almost always on the Federal Government's list of terrorist and criminal entities, which makes paying them ransoms illegal.
- ✦ There is no coverage for losses and expenses arising out of cyber operations by or on behalf of a government entity to disrupt, degrade, manipulate, or destroy information in any computer system, cloud system, server, or other infrastructure that you own or rely upon. And they won't pay for any losses while the disruption is being investigated to determine where it originated from and what entity may be behind it.

Shared / Pooled Coverage Limits

Coverage	Limit	Deductible
Common Cause Event Limit	\$10,000,000	N/A
12 Month Shared Aggregate Limit	\$25,000,000	N/A

- ✦ If a cyber event or a related series of cyber events is large enough that the total losses for all members exceed the \$10,000,000 "Common Cause Event Limit", LMCIT will pro-rate the amount paid to each member. For example, if you had a \$60,000 loss and the total losses arising out of that event were \$15M, you would only receive $\$60,000 \times \$10M / \$15M = \$40,000$. This would apply to your annual aggregate of \$500,000.
- ✦ In any 12-month period where LMCIT's total losses for all claims exceeds the \$25M "12 Month Shared Aggregate Limit", they will retroactively apply a pro-rate factor to the total losses paid to each member during that period, using a formula like that above. This means they could potentially have to seek recovery from members of losses previously paid.

Liability

General Coverage's	
Coverage	Limit
Limit Per Occurrence	\$2,000,000 – Shared with Auto
General Aggregate	None
Products Liability Aggregate Limit	\$3,000,000
System Security Breach Claims Aggregate Limit	\$3,000,000
Failure to Supply Claims Aggregate Limit	\$3,000,000
Electromagnetic Field Claims Aggregate Limit	\$3,000,000
Limited Contamination Liability Aggregate Limit	\$3,000,000 Including Defense Costs
Land Use, Special Risk Claims Aggregate Limit	\$1,000,000
Outside Organization Claims Aggregate Limit	\$100,000
Medical Expenses	\$2,500 per person
Statutory Tort Limits	Apply
Deductible Per Occurrence	\$500
Retroactive Date	01/01/1983

- ✚ Defense expenses are provided in addition to the limits shown above unless otherwise noted.
- ✚ Limited contamination coverage includes accidental backup, rupture or overflow of the sewer or water supply systems, and damages arising out of the deposit of dredged pollutants excavated to construct or maintain the utility supply systems.
- ✚ Sudden and accidental release of pollutants is also covered under limited contamination liability unless it happens at the wastewater and water treatment plants. There is no pollution liability coverage for these facilities.
- ✚ LMCIT's coverage form incorporates general liability, directors' and officers' liability and employment practices liability together. It is designed to defend the commission, officials and employees against claims alleging acts of malfeasance, neglect of duty and bad faith. It also provides defense for claims alleging harassment, discrimination, etc.

Auto Coverage

Coverage	Limit
Combined Single Limit Per Occurrence	\$2,000,000 – Shared with General Liability
Personal Injury Protection	Statutory Limits
Uninsured & Underinsured Motorist Liability	\$200,000 – Highest available with LMCIT
Comprehensive & Collision	\$1,000 deductible each, Actual Cash Value basis
Hired & Non-Owned Auto Liability	Included
Liability Deductible	\$1,000 Per Claim

Excess Liability Coverage

Coverage	Limit
Annual Aggregate Limit	\$3,000,000
Retention	None

- ✚ **These limits do not extend to failure to supply or pollution claims. It also doesn't extend to claims arising out of officials and employees acting as members of outside organizations, such as serving on a non-profit board of directors.**
- ✚ **This policy has an absolute exclusion for data security breach liability claims and any other claim for damages arising from unauthorized codes or programming such as hacking. Previously they only excluded coverage for regulatory and PCI fines and penalties.**
- ✚ **This policy has an exclusion for all claims arising out of Perfluorinated and Polyfluorinated Substances (PFAS). There is no explicit exclusion for this in the General Liability coverage, but the pollution exclusion there typically eliminates coverage for it.**
- ✚ **The two exclusions referenced above come from the requirements of their reinsurance liability carrier. Many of our companies are under pressure from reinsurance markets to reduce their exposure to these types of claims, especially the PFAS. They have the potential for catastrophic claims that exhaust even the reinsurance limits.**

Premiums

Annual Premiums		
Coverage	2023-2024	2024-2025
Property & Crime & Equipment Breakdown	\$78,431	\$83,240
Bond	\$1,119	\$1,135
General Liability	\$44,538	\$40,402
Auto	\$8,419	\$8,066
Excess Liability	\$20,243	18,964
First Party Cyber	\$6,421	\$6,421
Total	\$159,171	\$158,228

- The price is down due to municipal liability is down from 1.016 to .983 and on the auto it is down due to the overall number of vehicles are down and mod going from 1.00 to .95. These changes also make the umbrella go down, as it's rated off these variables.

Grand Rapids Public Utilities Commission

Insurance Summary

June, 2023

League of MN Cities Insurance Trust (LMCIT)

- + Not-for-profit organization formed in 1980
- + Has paid a dividend to members every year since 1987

Presented by



407 S Pokegama Avenue
Grand Rapids, MN 55744

(P) 888-636-7174
(F) 218-999-0393

Property

Building, Contents & Income Coverage's

Coverage	2022-2023	2023-2024
Building	\$74,510,879	\$83,079,632
Business Personal Property	\$27,286,454	\$30,015,100
Business Income & Extra Expense	\$5,000,000	\$5,000,000
Property Deductible Per Occurrence / Aggregate	\$50,000 / \$100,000	\$50,000 / \$100,000
Income Deductible / Waiting Period	No waiting period	No waiting period

- ✦ **The building limits increased by 11.5% and the business personal property limits by 10% based on inflation factors that LMCIT receives from their property appraisal vendor. Costs of labor and building materials are finally showing some signs of stabilizing, and LMCIT's preliminary estimate for inflation factors in 2024 is 5-7%. Appraisals are performed every 7 years, and your next one should be in 2026.**
- ✦ **If you exceed the \$100,000 aggregate deductible in a policy term, the deductible per claim is reduced to \$2,500 for sewer backups and \$1,000 for all other types of losses.**
- ✦ **The deductible applies per occurrence but not per location, so in the event of a major storm only one deductible would apply to all damage at all locations.**
- ✦ **Equipment breakdown coverage will now cover solar backup generators, up to \$100,000.**
- ✦ **A limitation has been added for cosmetic damage losses to metal roofs. If the roof is dented or chipped but the damage doesn't cause it to fail and leak, they will only pay 70% of the cost to replace the roof. Many of the markets that we work with are adding these roof coverage limitations, and other coverage reductions, in response to the severe storms that have become part of our normal weather patterns.**
- ✦ **They have reduced the limits for their no-fault sewer backup program to \$1,000,000 per occurrence and \$2,000,000 aggregate and taken a 20% rate increase. They have also added language to clarify that there is no coverage if the backup is caused by obstructions or conditions in lines to which your system feeds. You aren't currently enrolled in this program, but you've expressed interest in it in the past so I thought I would relay the current trends.**

Other Property Coverage's

Coverage	Limit
Ordinance & Law – A, B, C	Included in Building Limit
Flood and Sewer Backup	\$500,000 per occurrence
Debris Removal / Additional Limit	25% of Property Limit
Accounts Receivable	\$500,000
Valuable Papers & Records	\$500,000
Pollutant Cleanup Expenses	\$250,000
Terrorism Losses – Special Pooled Limit	\$50,000,000 Per Occurrence

- ✚ **A Terrorism Loss Occurrence is defined as all losses arising from terrorist activities occurring during a period of 72 consecutive hours.**
- ✚ **Terrorism includes any activity associated, even in part, with the intent to disrupt or interfere with basic public services and government functions such as utilities. This includes the following types of situations:**
 - Use or threatened use of force, violence, or harm against people, intangible or tangible property, the environment or natural resources
 - Use of biological, chemical, radioactive, or nuclear devices
 - Use of bombs, incendiary devices, explosives, and firearms
 - Hijacking motor vehicles
 - Kidnapping or other attacks on government officials and employees
 - Seizure, blockage or interference with government buildings and other assets
- ✚ **Coverage is limited to \$1,000,000 per policy period for losses and expenses resulting out of any discharge of pollutants, chemical or biological release or exposure of any kind, attack by electronic means and any threat or hoax when directly or indirectly related to terrorism. This sublimit doesn't apply to resulting fire, smoke, water damage or sprinkler leakage.**
- ✚ **If the total of all members' losses arising out of terrorist activities within a 72-hour period exceeds \$15,000,000, there will be no coverage for any subsequent losses of this type. They must put this limitation in place to protect the financial position of the Trust.**

Mobile Equipment Coverage

Coverage	Limit	Deductible
Unscheduled Equipment	\$250,000 per item	\$5,000
Hired and Leased Equipment	\$100,000 per item	\$50,000

- ✚ **Items with a value higher than \$250,000 must be scheduled on the policy. There are no items currently scheduled.**

Crime Coverage

Coverage	Limit	Deductible
Limit Per Occurrence	\$250,000	\$500
Fraudulent Instructions Sublimit	\$50,000	\$500

- ✚ **This covers theft of your money and property, loss caused by forgery or alteration and credit card fraud. It does not apply to theft by your employees.**
- ✚ **“Fraudulent Instructions”, often referred to as “social engineering”, is loss caused by an employee authorizing a payment or a money transfer based on instructions received from someone posing as a supervisor, client, or vendor.**

Fidelity & Faithful Performance Bond Coverage

Coverage	Limit	Deductible
Limit Per Occurrence	\$1,000,000	\$1,000

- ✚ **This coverage applies to losses arising out of an employee’s theft, negligence, or breach of duty. The Commission or the other party would have to press charges or bring a suit and try to collect any damages directly from the employee. If those attempts fail, the League will pay the damages and then pursue legal action against the employee.**

First Party Cyber

Primary Coverage

Coverage	Limit	Deductible
Annual Aggregate Limit	\$500,000	\$250 Per Occurrence

- ✦ This is the maximum amount available to you during the policy term for all losses.
- ✦ Coverage applies to legal and professional IT service fees, costs to notify affected individuals and expenses to provide required credit monitoring & identity restoration services resulting from a data breach. It also covers loss of revenue, accounts receivable losses, computer equipment & electronic data restoration costs resulting from a cyber-attack on your system.
- ✦ The policy form does not specifically address coverage for monies paid in response to a ransomware or extortion attack. These attackers are almost always on the Federal Government's list of terrorist and criminal entities, which makes paying them ransoms illegal.
- ✦ There is no coverage for losses and expenses arising out of cyber operations by or on behalf of a government entity to disrupt, degrade, manipulate, or destroy information in any computer system, cloud system, server, or other infrastructure that you own or rely upon. And they won't pay for any losses while the disruption is being investigated to determine where it originated from and what entity may be behind it.

Shared / Pooled Coverage Limits

Coverage	Limit	Deductible
Common Cause Event Limit	\$10,000,000	N/A
12 Month Shared Aggregate Limit	\$25,000,000	N/A

- ✦ If a cyber event or a related series of cyber events is large enough that the total losses for all members exceed the \$10,000,000 "Common Cause Event Limit", LMCIT will pro-rate the amount paid to each member. For example, if you had a \$60,000 loss and the total losses arising out of that event were \$15M, you would only receive $\$60,000 \times \$10M / \$15M = \$40,000$. This would apply to your annual aggregate of \$500,000.
- ✦ In any 12-month period where LMCIT's total losses for all claims exceeds the \$25M "12 Month Shared Aggregate Limit", they will retroactively apply a pro-rate factor to the total losses paid to each member during that period, using a formula like that above. This means they could potentially have to seek recovery from members of losses previously paid.

Liability

General Coverage's	
Coverage	Limit
Limit Per Occurrence	\$2,000,000 – Shared with Auto
General Aggregate	None
Products Liability Aggregate Limit	\$3,000,000
System Security Breach Claims Aggregate Limit	\$3,000,000
Failure to Supply Claims Aggregate Limit	\$3,000,000
Electromagnetic Field Claims Aggregate Limit	\$3,000,000
Limited Contamination Liability Aggregate Limit	\$3,000,000 Including Defense Costs
Land Use, Special Risk Claims Aggregate Limit	\$1,000,000
Outside Organization Claims Aggregate Limit	\$100,000
Medical Expenses	\$2,500 per person
Statutory Tort Limits	Apply
Deductible Per Occurrence	\$500
Retroactive Date	01/01/1983

- ✚ **Defense expenses are provided in addition to the limits shown above unless otherwise noted.**
- ✚ **Limited contamination coverage includes accidental backup, rupture or overflow of the sewer or water supply systems, and damages arising out of the deposit of dredged pollutants excavated to construct or maintain the utility supply systems.**
- ✚ **Sudden and accidental release of pollutants is also covered under limited contamination liability unless it happens at the wastewater and water treatment plants. There is no pollution liability coverage for these facilities.**
- ✚ **LMCIT's coverage form incorporates general liability, directors' and officers' liability and employment practices liability together. It is designed to defend the commission, officials and employees against claims alleging acts of malfeasance, neglect of duty and bad faith. It also provides defense for claims alleging harassment, discrimination, etc.**

Auto Coverage

Coverage	Limit
Combined Single Limit Per Occurrence	\$2,000,000 – Shared with General Liability
Personal Injury Protection	Statutory Limits
Uninsured & Underinsured Motorist Liability	\$200,000 – Highest available with LMCIT
Comprehensive & Collision	\$1,000 deductible each, Actual Cash Value basis
Hired & Non-Owned Auto Liability	Included
Liability Deductible	\$1,000 Per Claim

Excess Liability Coverage

Coverage	Limit
Annual Aggregate Limit	\$3,000,000
Retention	None

- ✚ **These limits do not extend to failure to supply or pollution claims. It also doesn't extend to claims arising out of officials and employees acting as members of outside organizations, such as serving on a non-profit board of directors.**
- ✚ **They are adding an absolute exclusion for data security breach liability claims and any other claim for damages arising from unauthorized codes or programming such as hacking. Previously they only excluded coverage for regulatory and PCI fines and penalties.**
- ✚ **They are also adding an exclusion for all claims arising out of Perfluorinated and Polyfluorinated Substances (PFAS). There is no explicit exclusion for this in the General Liability coverage, but the pollution exclusion there typically eliminates coverage for it.**
- ✚ **Both new exclusions are due to the requirements of their reinsurance liability carrier. Many of our companies are under pressure from reinsurance markets to reduce their exposure to these types of claims, especially the PFAS. They have the potential for catastrophic claims that exhaust even the reinsurance limits.**

Premiums

Annual Premiums		
Coverage	2022-2023	2023-2024
Property & Crime	\$64,142	\$80,029
Bond	\$1,142	\$1,142
General Liability	\$41,342	\$45,448
Auto	\$8,159	\$8,598
Excess Liability	\$17,872	\$20,654
First Party Cyber	\$4,368	\$6,552
Total	\$137,025	\$162,423

- ✚ About 11% of the property premium increase is due to increased coverage. The base rates increased by 8%, which is consistent with rate increases we are seeing from our other markets. Also, last year they applied a one-time 5.5% credit on your policy to help absorb a portion of the impact of their rate restructuring, which is not available this year. These rates are still very competitive with rates we are seeing from other carriers on our large property accounts.
- ✚ The general liability rate increased by 5%, which was partially offset by a decrease in your experience mod from 1.006 to 0.983. The main reason for the premium increase is a 12% increase in your average expenditures. They average the projected expenditures for the year ahead, the most recent completed year and the second most recent completed year. This year's application reflected an increase in each of those years' numbers.
- ✚ The increase in your average expenditures also moved you into a new rating tier for the First Party Cyber coverage, which is the reason for that premium increase.
- ✚ The Excess Liability rate increased by 15%, which is primarily due to pressure from LMCIT's reinsurance carrier. This is another coverage line where we see new exclusions, reductions in limits and large rate increases being added at renewal on large accounts.
- ✚ LMCIT does pay dividends in this program, and in 2022 you received a dividend of \$4,663. They will announce any dividends for this year in December.



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: Grand Rapids Public Utilities Commission

Check one:

[X] The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

[] The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: June 26, 2024

Signature: _____

Position: President



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to adopt the Electric Infrastructure Transfer policy

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

GRPU managers are actively drafting policies for Commission review aimed at enhancing customer service and preparing for future needs. On June 12, 2024, the GRPU Commission convened for a work session to discuss a draft policy regarding unique infrastructure ownership boundaries applicable to commercially owned residential developments or Manufactured Home Parks. This policy aligns with several key pillars of GRPU's strategic plan, encompassing Utility Service, Finances, Community, Safety, and Efficiency.

RECOMMENDATION:

Consider a motion to adopt the Electric Infrastructure Transfer policy.



COMMISSION POLICY

Electric Infrastructure Transfer

Category: Electric	Subcategory:	Policy Number: 4.
------------------------------	--------------	-----------------------------

Section 1 - Introduction

This policy was developed to be used as a guide by Grand Rapids Public Utilities (GRPU) personnel and to provide GRPU customers the greatest practicable latitude in the use of utilities services consistent with reliable, economical, and safe service to all customers. The result of using this policy should be consistent, logical, and fair treatment of GRPU customers regarding electricity delivery and infrastructure integrity.

The legal ramifications of these policies are addressed in various parts of the Municipal Code.

This policy was developed for commercial properties, specifically mobile home parks and similar developments but may be used as a guide for other transfers that benefit GRPU customers.

The goal of this policy is to increase safety and reliability of the electrical system.

Section 2 – Policy

Customers or property owners that wish to transfer electrical infrastructure to GRPU are required to have said infrastructure up to GRPU design standards. This is to ensure GRPU customers are not negatively affected by the transfer, with either safety, reliability, or additional costs to maintain the system.

An official request for transfer must be submitted to GRPU for review (via Phone or email). Utility easements and required documentation must be completed. Costs associated with such documentation or transfer will be the responsibility of the customer or property owner. Certain infrastructure will remain the property of the customer. The service point will be called out in the agreement but is typically at the line side of the meter.

Examples of standard (to be used as a guide):



Figure 1: Ped with Meter base.



Figure 2: Junction Box with Meter Base

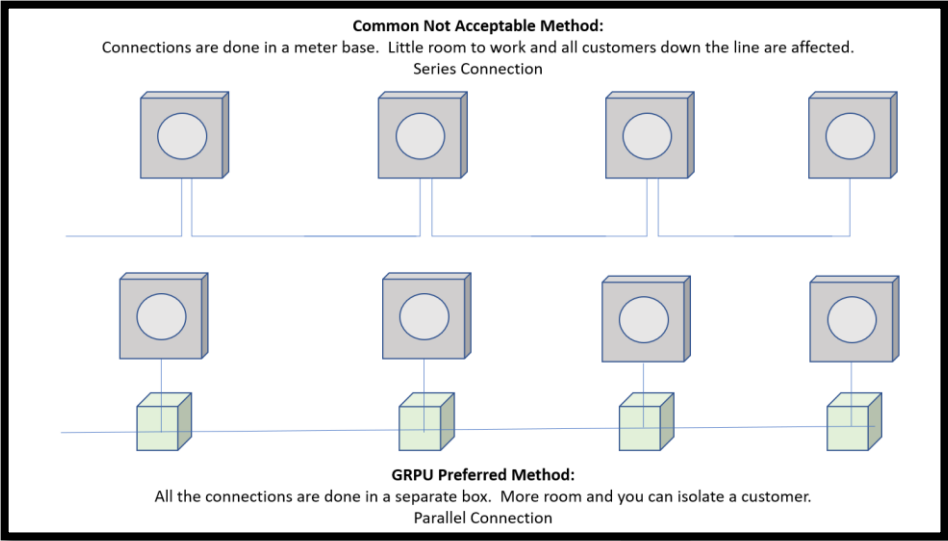


Figure 3: Example Meter Connection Methods

Tom Stanley
GRPU President

Commissioner

POLICY HISTORY:

Adopted:

Revised:

DRAFT



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 26, 2024

AGENDA ITEM: Consider a motion to approve renewing the Class A Electrical Contractor license EA750168 with the State of Minnesota.

PREPARED BY: Chad M. Troumbly, Electric Department Manager

BACKGROUND:

Grand Rapids Public Utilities has held an electrical contractor's license with the State of Minnesota since 2018, a prerequisite for performing work on load management equipment on the load side of the meter.

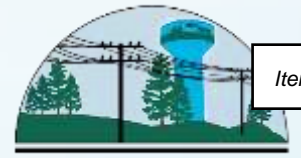
Biennial renewal entails a fee paid to the State Department of Labor and Industry. Both the General Manager and Master of Record must provide required signatures.

Our team has engaged in discussions with state inspectors and developed internal policies to ensure compliance with all state regulations, as part of our ongoing process of improvement.

RECOMMENDATION:

Consider a motion to approve renewing the Class A Electrical Contractor license EA750168 with the State of Minnesota.

Electric Utility

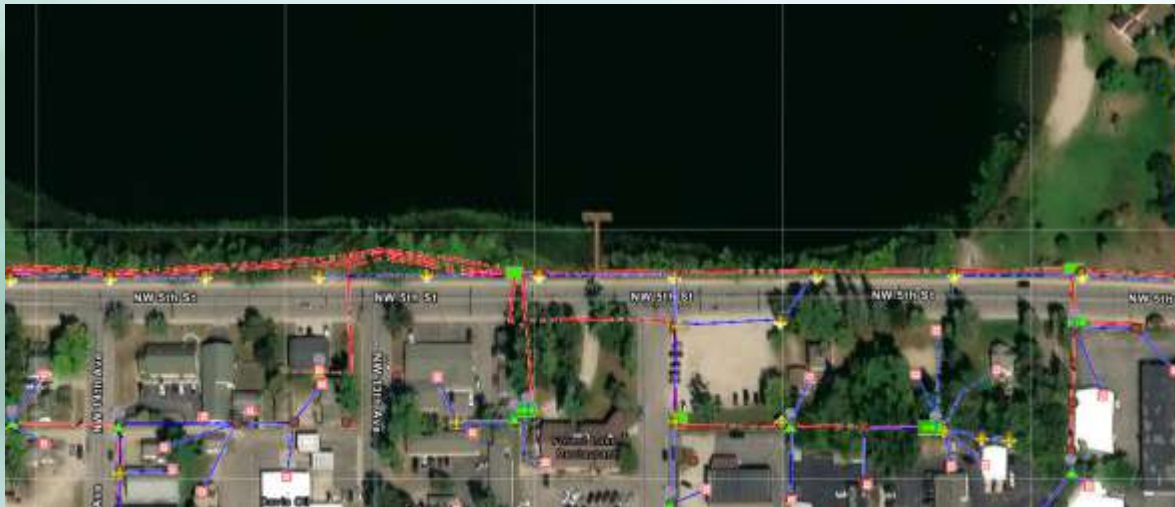


Item 20.

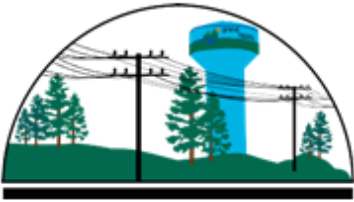
**GRAND RAPIDS
PUBLIC UTILITIES**
Service Is Our Nature

June 26, 2024 Commission Meeting

Announcement:
Planned outage – July 11th to repair a bad cabinet.
Customers are being notified.



Feeder Pole Change



**GRAND RAPIDS
PUBLIC UTILITIES**

Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ELECTRIC DEPARTMENT MONTHLY REPORT June 2024 Commission Meeting

Reliability Report Last Month

SAIDI:	0.14	Avg Minutes / Customers Served	CAIDI:	3.95	Avg Minutes / Customer Out	Total Customers Out:	277
SAIFI:	0.04	Cust Outages / Customers Served	CAIFI:	0.032	Avg Outages / Customer Out	Total Reported Hours:	18
Active:	7652	Active Electric Customers	Outages:	9	Total Number of Outages	Total Customer Hours Out:	97
ASAI:	99.99986	Average Percent System Available					

In May, there were four incidents involving trees affecting the power lines, resulting in service interruptions for customers. One incident was attributable to a customer trimming branches near power lines. For the safety of all concerned, we urge customers to contact our office prior to any vegetation trimming near power lines. Our electric crew is committed to assisting customers in safely managing vegetation in accordance with our established protocols, recognizing the inherent risks involved in this work.

Another outage occurred despite tree trimming efforts in the area, when a tree outside the designated trimming zone fell onto the power lines, causing smoke. Our line crews promptly responded, clearing the tree and restoring power just before the fire department arrived on scene.

Outage Time	Restored Time	Outage Type	Duration (Hours)	Customers Out	Customer Hours
5/2/2024 10:27:14 AM	5/2/2024 11:02:19 AM	Unknown -r-	0.58	13	7.60
5/2/2024 10:41:46 PM	5/2/2024 11:03:11 PM	Tree -r-	0.36	47	16.78
5/3/2024 10:45:33 AM	5/3/2024 10:53:16 AM	Tree -r-	0.13	10	1.29
5/3/2024 2:37:27 PM	5/3/2024 3:04:26 PM	Equipment -r-	0.45	1	0.45
5/12/2024 7:26:59 PM	5/12/2024 7:27:09 PM	Equipment -r-	0.00	6	0.02
5/19/2024 7:43:06 PM	5/20/2024 11:15:35 AM	Equipment -r-	15.54	1	15.54
5/21/2024 11:36:32 AM	5/21/2024 12:29:46 PM	Tree -r-	0.89	18	15.97
5/22/2024 10:25:19 AM	5/22/2024 10:38:27 AM	Tree -r-	0.22	179	39.18
5/31/2024 1:14:05 PM	5/31/2024 1:18:16 PM	Scheduled -r-	0.07	2	0.14

Figure 1: Outage Information by Type

Electric Load Graph Last Month

The peak gross demand for NEMMPA occurred on May 2nd at 12:30 PM. MP did not participate in demand shaving during this peak due to a scheduled outage required for a system upgrade to the CAT scheduler on the same day. It's important to note that planned maintenance is permissible under the terms of our contract, and when scheduled, this outage was not anticipated to coincide with a peak event.

Throughout May, the battery was exercised a total of five times. Despite MP and GRPU not participating in peak shaving efforts, the overall demand for the month remained relatively stable, with only a 1 MW difference observed between the lowest and highest peak levels. Additionally, the expected heat-related demand surges typical for May did not materialize on certain days.

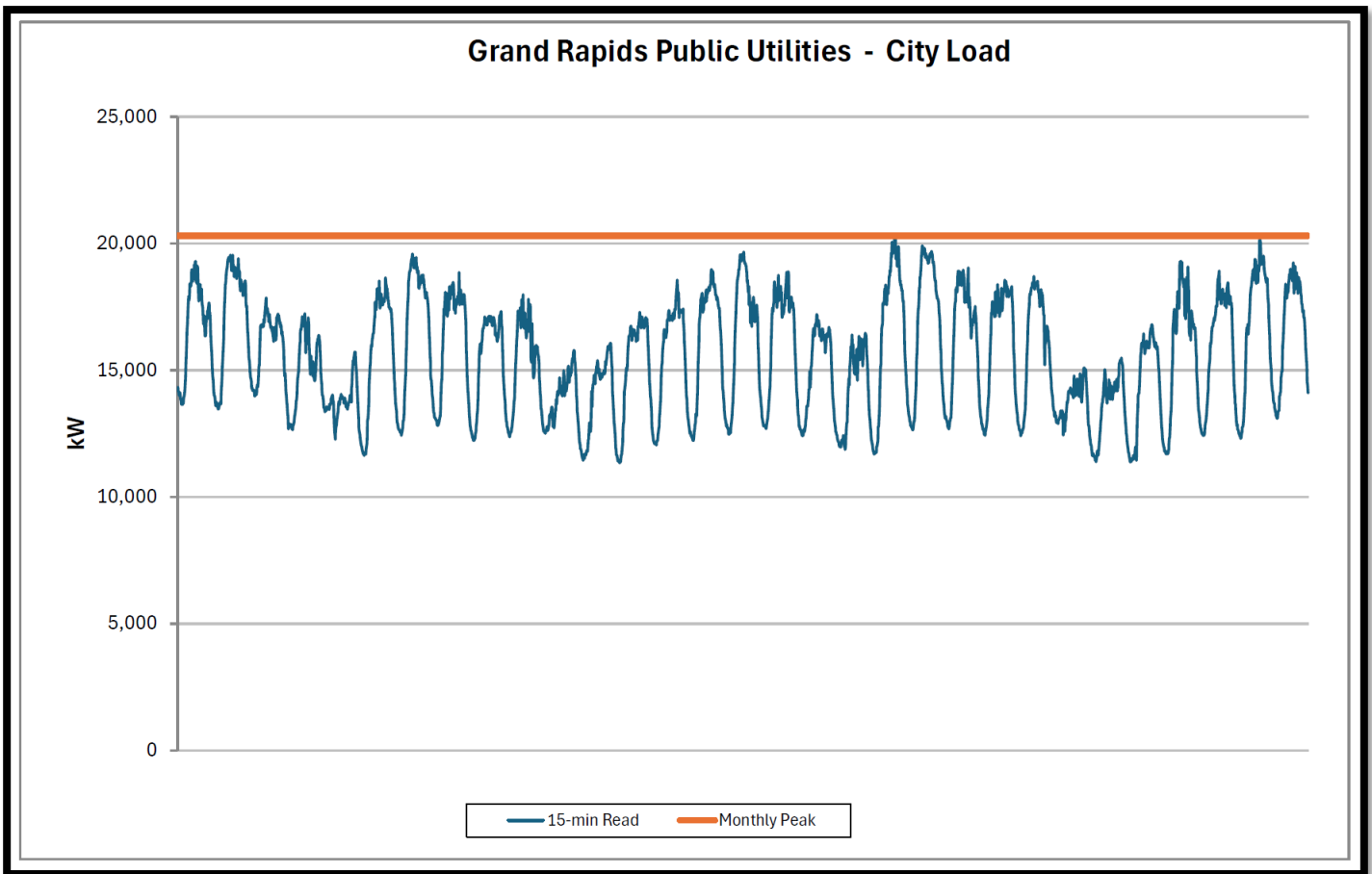


Figure 2: 20,302 kW GR Peak

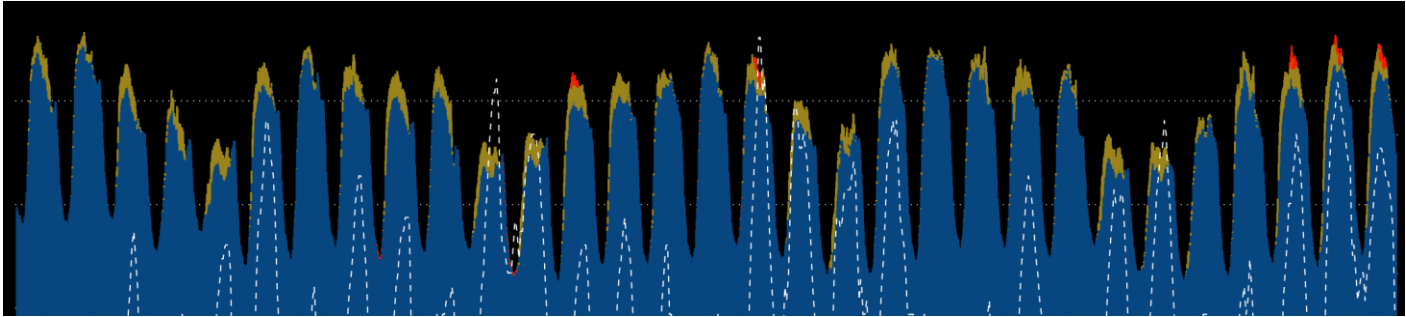


Figure 3: NEMMPA Load with Battery (red) & Solar (dark khaki).

NEMMPA vs. non-NEMMPA Peak Last Month

The attached graph shows the aggregated NEMMPA peak versus non-NEMMPA peak.

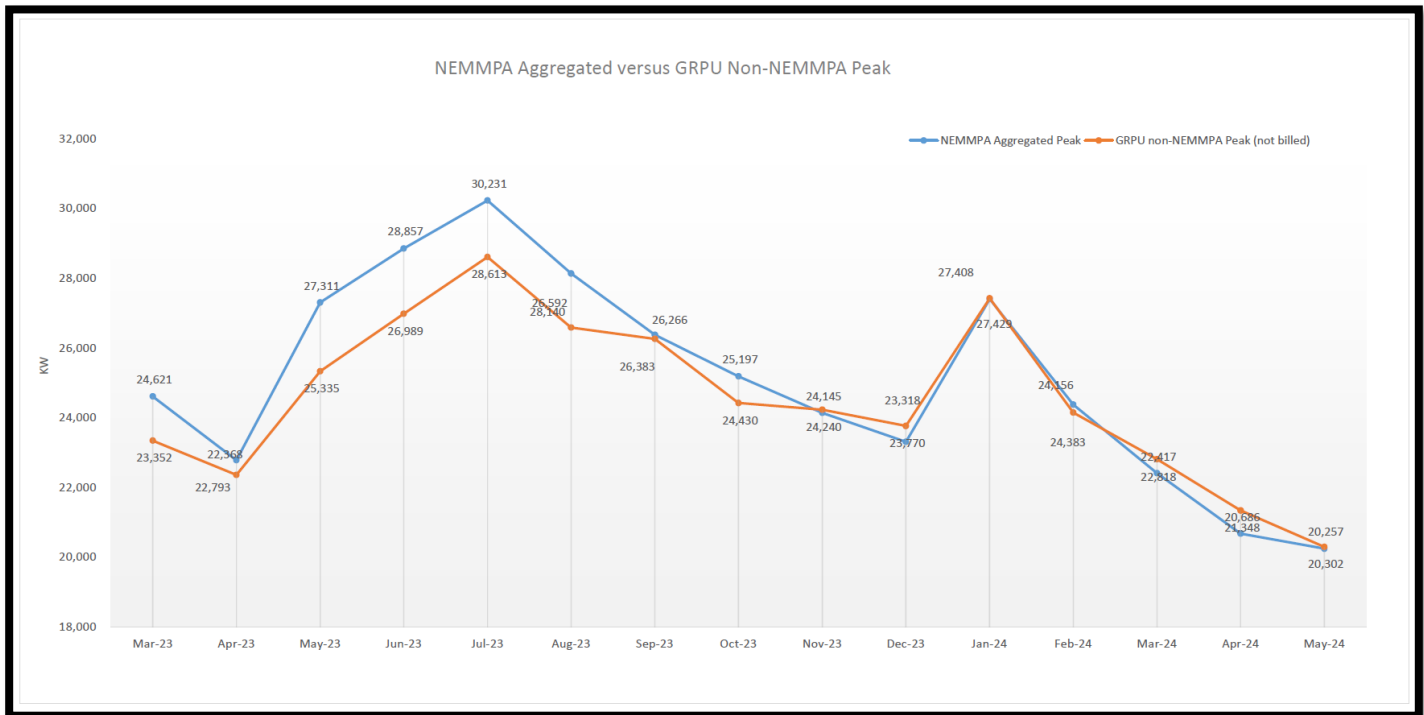


Figure 4: NEMMPA Peak -vs- non-NEMMPA

Effective Wholesale Electric Power Rate Last Month

The attached graph shows the effective wholesale electric rate.

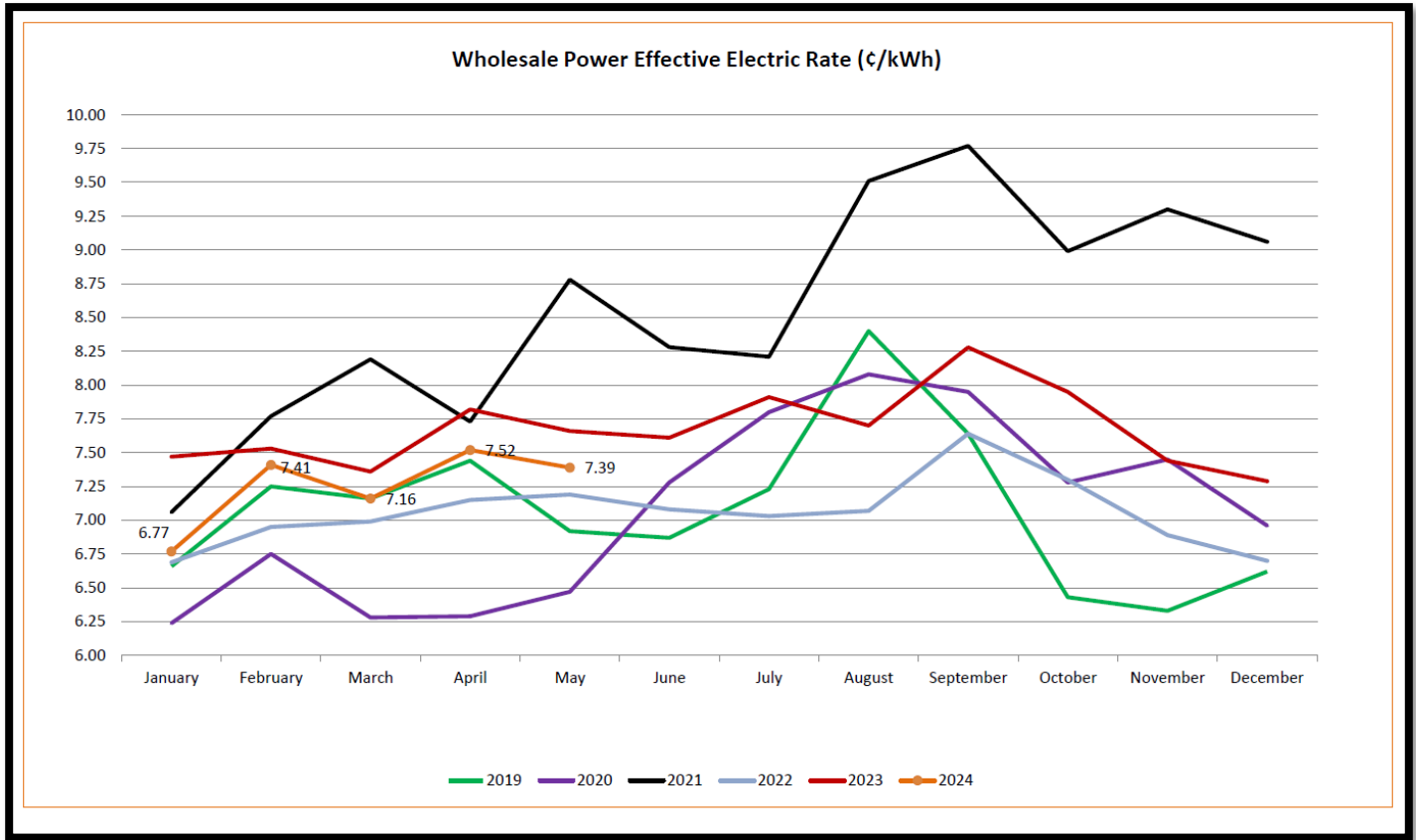


Figure 5: Wholesale Power Effective Elect Rate

Capital and Operations Project Summary

Continuing our infrastructure maintenance and purchasing approved capital assets.



GRAND RAPIDS
PUBLIC UTILITIES

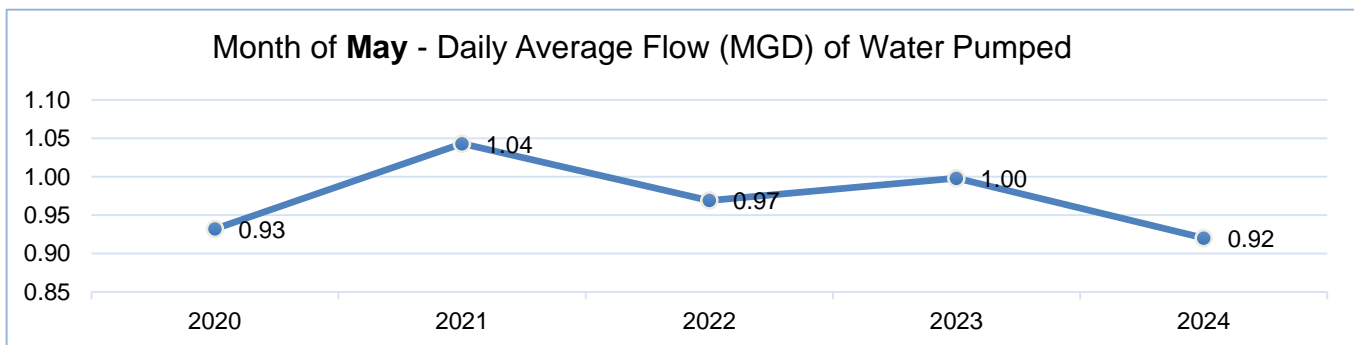
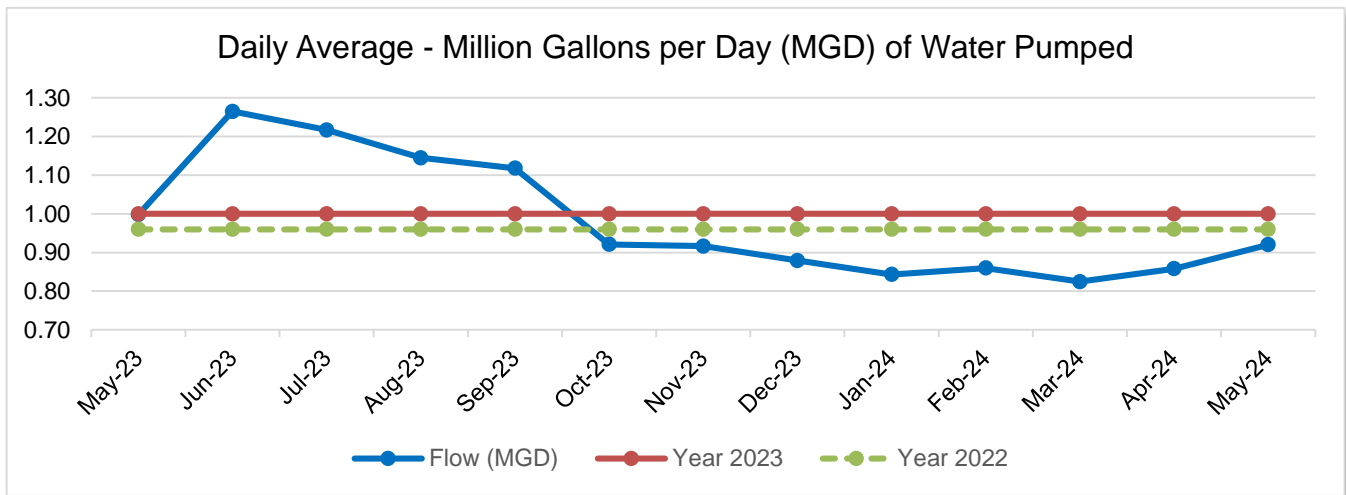
Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

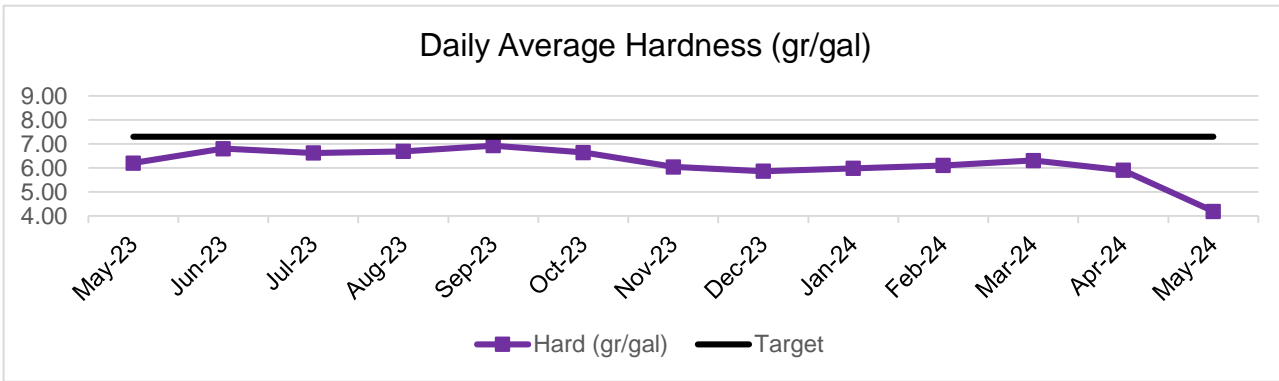
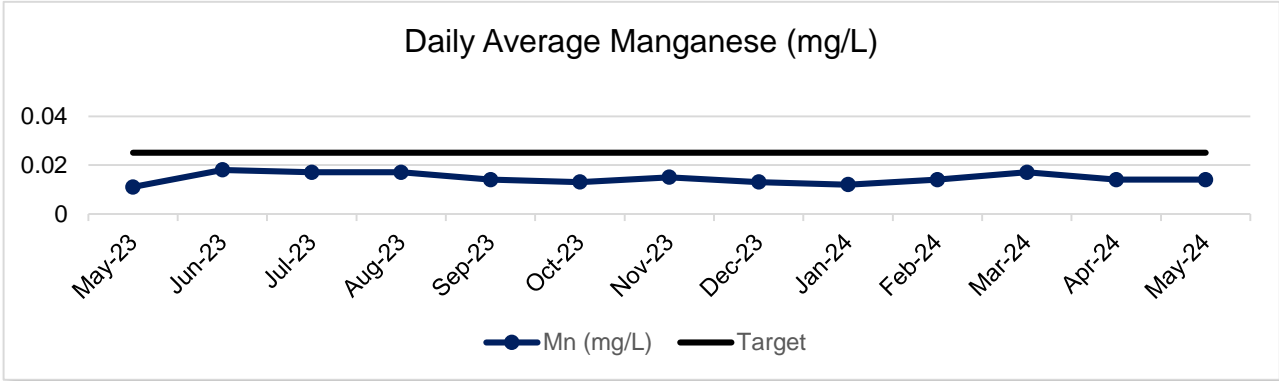
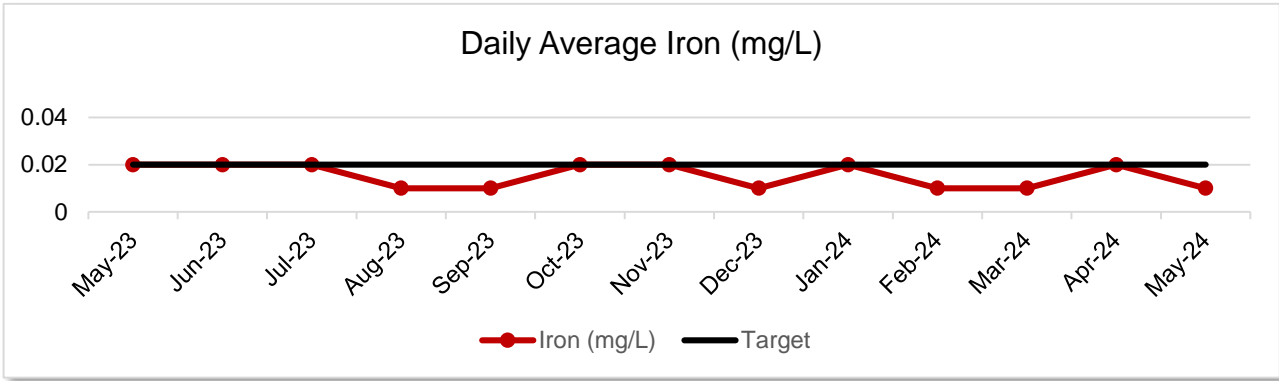
WATER UTILITY MONTHLY REPORT June 2024 Commission Meeting

Water Operations

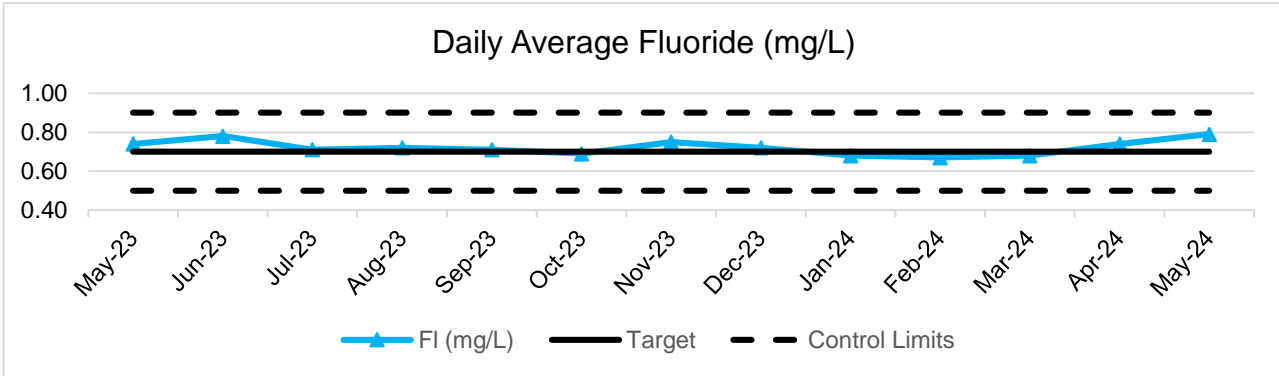
The water plant pumped an average of 0.92 million gallons of water per day (MGD) with a peak of 1.15 million gallons during last month which is close to normal for this time of the year.



All water quality analysis was normal for the month as seen in the graphs below.



Due to the upcoming disinfection, water softening was increased to enhance corrosion protection measures.



Capital and Operations Project Summary

WTP Renovation Project Update:

Legionella mitigation efforts have impacted overall project efforts significantly; however, we continue to work on the project scope through Work Breakdown Structure. Employees are providing input on specific parts of the project and will ramp up once disinfection implementation efforts level off.

COMMISSION REPORT CONTENTS										
Agency					Amount	Percent Spent	Percent Complete			
Lead	Dept	Proj Desc	Proj #	Budget	Spent	(calc'd)	d	Status	Noted Issues / Highlights	
GRPU	WATER	Water Plant Renovation	WATR2213	\$3,500,000	\$75,000	2%	1%	In Progress		
City	WATER	3rd Ave NE & 7th st NE	WATR2002	\$790,000	\$0	0%	10%	In Progress		
GRPU	WATER	Booster Station Panel View	WATR2302	\$30,000	\$500	2%	10%	In Progress		
GRPU	WATER	South Tower Coating Repairs	WATR2310	\$150,000	\$0	0%	0%	Not Started		
City	WATER	Paradise Park	WATR2313	\$85,000	\$0	0%	15%	In Progress		

Status Definitions

- Not Started - no human or financial resources utilized
- In Progress - time or money spent on the project
- In Service - operational but final close out needed
- Completed - done and closed out
- On Hold - waiting on some type of significant action

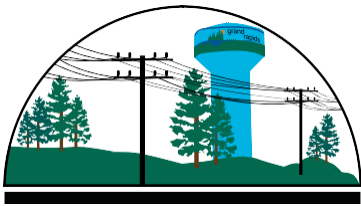
Water Utility

June 26, 2024 Commission Meeting



Item 21.

- Legionella efforts (disinfection planning, water quality monitoring).
- Lead Service Line Inventory – SEH



**GRAND RAPIDS
PUBLIC UTILITIES**

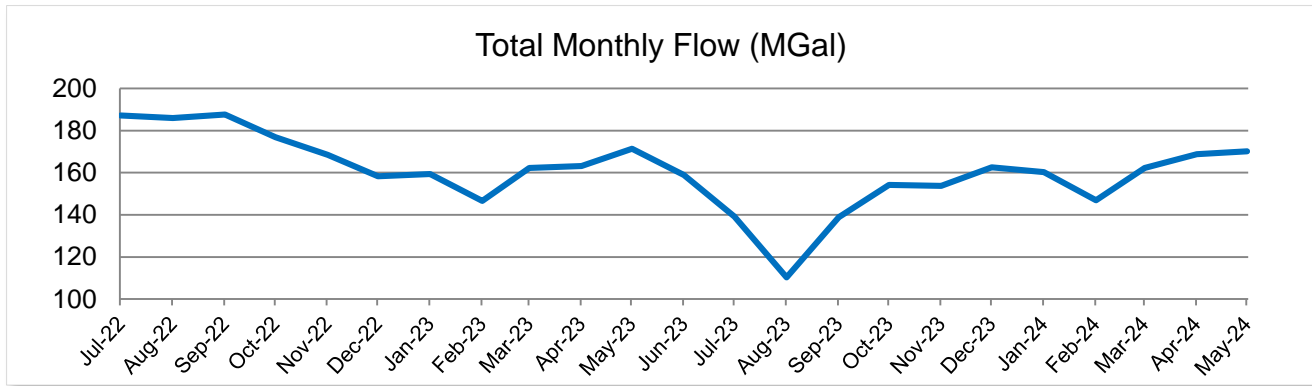
Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

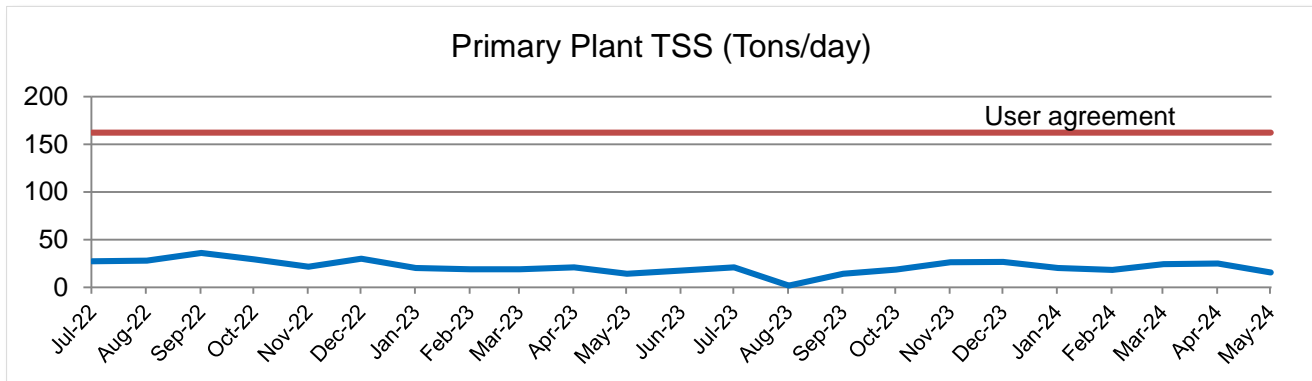
WASTEWATER UTILITY MONTHLY REPORT June 2024 Commission Meeting

Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 170 million gallons of water removing 99.8% of the Total Suspended Solids (TSS) and 99.6% Biochemical Oxygen Demand (cBOD).



	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	4.0
TSS (Tons/day)	162	15.6
TSS Peak (Tons/Day)	284	39.6

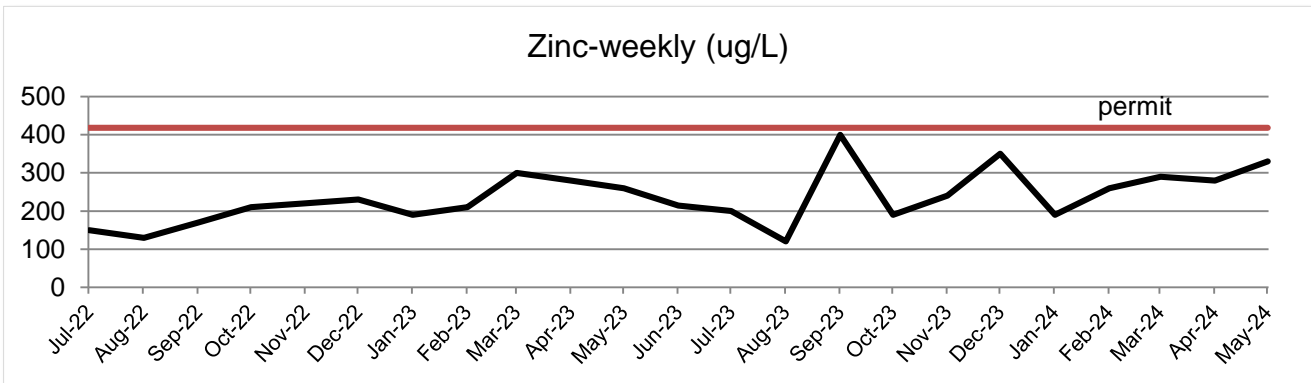
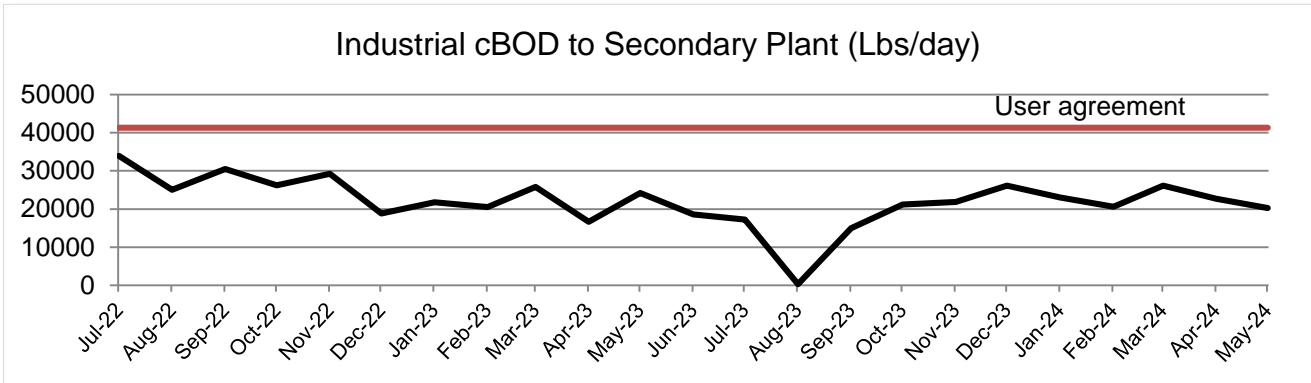


Design Limits
(monthly AVG)

Actual Results

Secondary Plant

Flow (MGD)	15.25	5.5
cBOD (lbs/Day)	41,300	23,191
Peak cBOD (lbs/Day)	57,350	34,186
Zinc-weekly (ug/L)	418	330
% GRPUC		28.2%

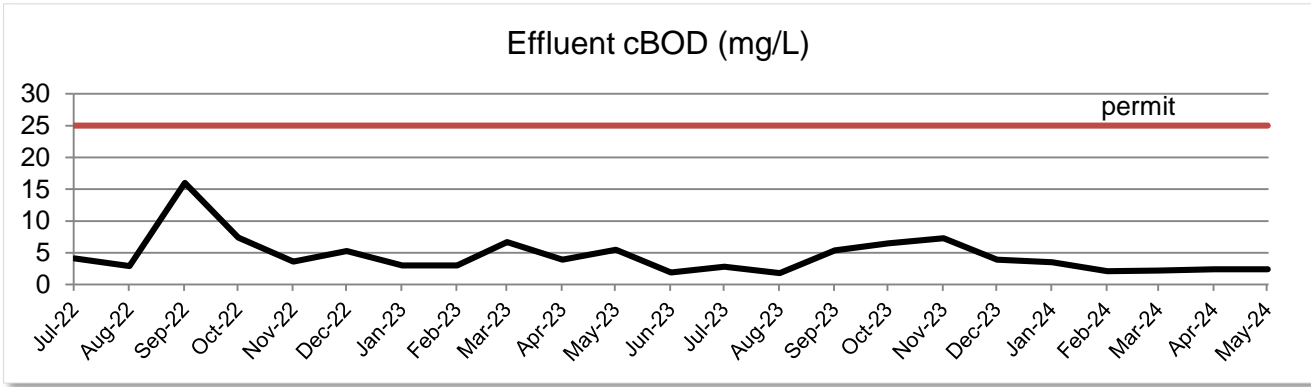
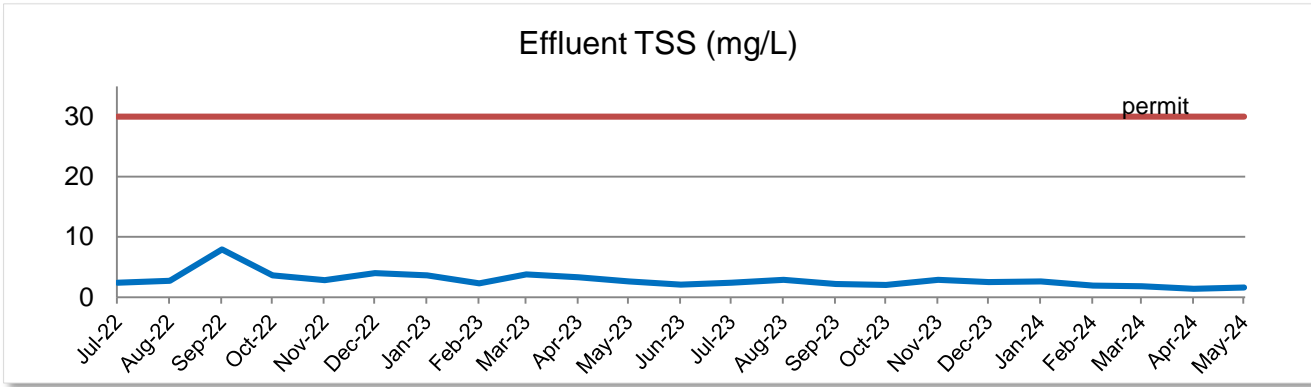


Permit Limits
(monthly AVG)

Actual Results

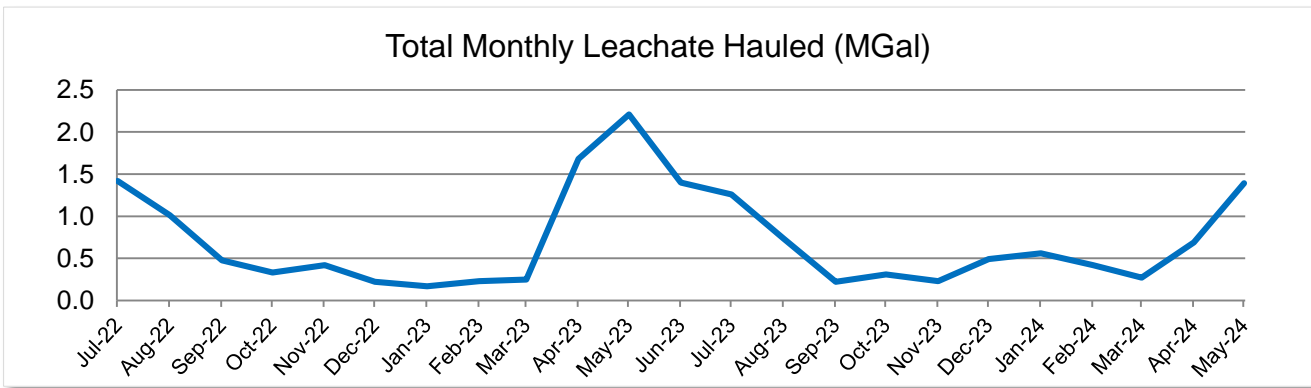
Effluent

TSS (mg/L) – monthly average	30	1.6
cBOD (mg/L) – monthly average	25	2.4
Dissolved Oxygen (mg/L)	>1.0	7.0



Sludge Landfill Operations

- 1.39 million gallons of leachate were hauled last month which is low for May.
- 3216 cubic yards of sludge solids were hauled to the landfill



Capital and Operations Project Summary

COMMISSION REPORT CONTENTS										
Agency	Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Spent (calc'd)	Percent Complete	Status	Noted Issues / Highlights
City		WWC	3rd Ave NE, 7th St NE	WWCO2002	\$270,000	\$0	0%	10%	In Progress	
GRPU		WWC	Jetting		\$150,000	\$1,000	1%	1%	In Progress	
GRPU		WWC	Lift Station 3 Controls Update	WWCO2403	\$25,000	\$0	0%	10%	In Progress	
GRPU		WWC	Lift Station Pumps	WWCO2005	\$35,000	\$0	0%	10%	In Progress	
GRPU		WWT	Septic Hauler Dump Station	WWDO2403	\$553,500	\$0	0%	5%	In Progress	
GRPU		WWT	Trash Compactor	WWDO2302	\$90,000	\$83,250	93%	5%	In Progress	

Status Definitions

- Not Started - no human or financial resources utilized
- In Progress - time or money spent on the project
- In Service - operational but final close out needed
- Completed - done and closed out
- On Hold - waiting on some type of significant action

Wastewater Utility

June 26, 2024 Commission Meeting



Item 22.

- PFAS Management Plan.
- Mercury testing per NPDES permit.
- Major repair of RST – drive bearing.

Grand Rapids Public Utilities

June 26, 2024 Commission Meeting

Department Head Presentation

Steve Mattson – Water & Wastewater Department Manager



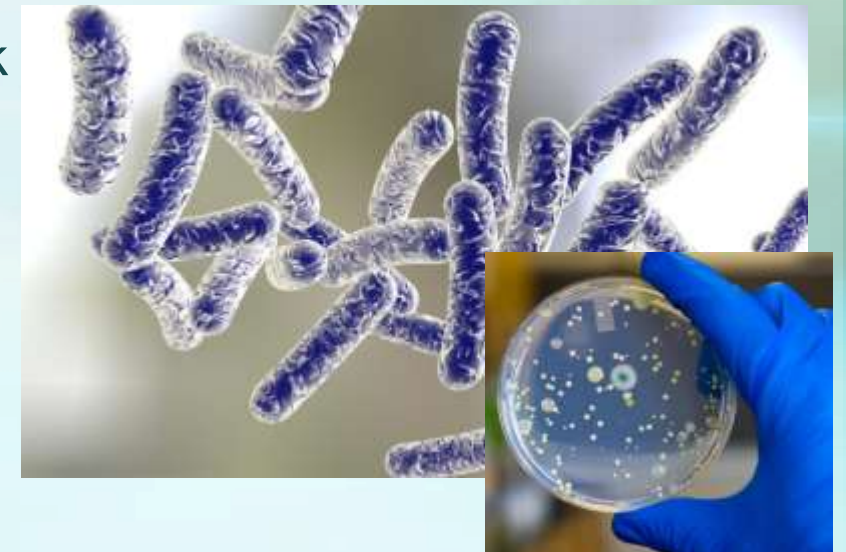
GRPU Water– Legionella Update

Health update

- ◆ 23 Legionnaires disease cases since April 2023.
- ◆ Uptick in cases in May and June.
- ◆ Legionella bacteria thrives in 77°F to 120°F stagnant water.

Water quality monitoring

- ◆ GRPU continues to sample at 7 sites per week (D/H/C)
 - * Online form if you want your building tested.
- ◆ Sending samples to the MDH lab weekly. Continue to work with U of MN.
- ◆ 65 samples of distribution system – all non-detect.
- ◆ 61% of buildings sampled – positive results both H/C.
- ◆ GRPU internal legiolert testing closely matches U of MN and MDH culture-based results.
- ◆ Data can be found on GRPU website.



GRPU Water– Legionella Update

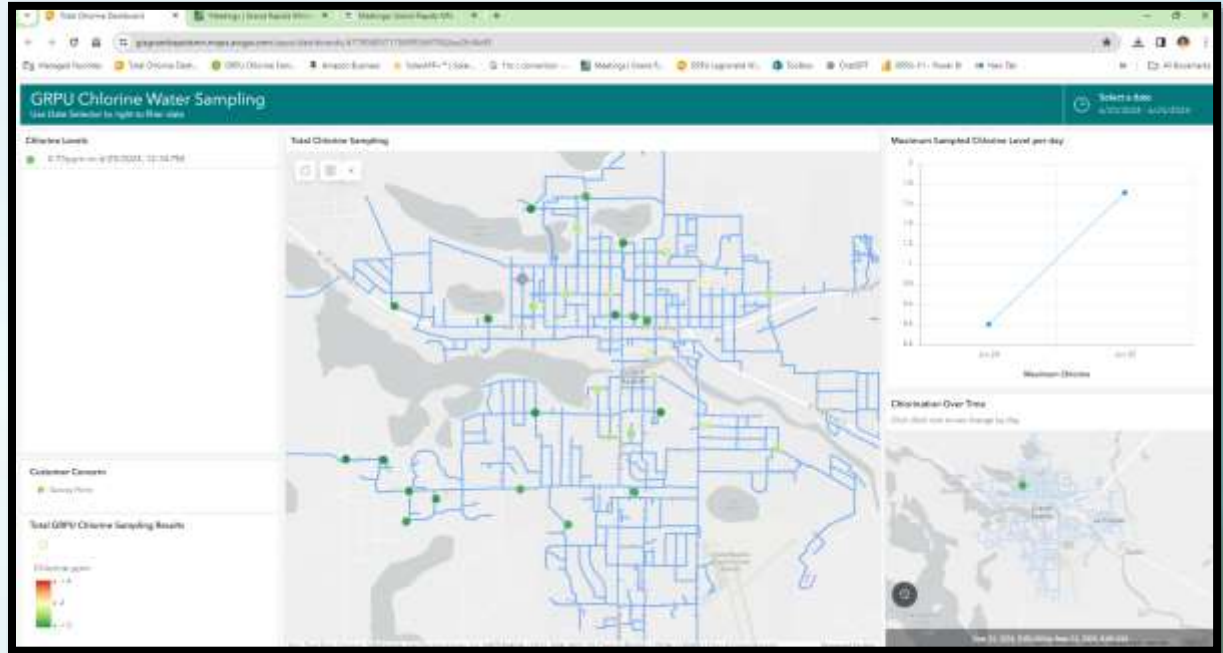
Item 23.

Disinfection Planning

- ◆ Equipment installation fast tracked.
- ◆ MDH approval.
- ◆ Chemical delivered.
- ◆ Clearwell was cleaned out.
- ◆ Operator training.
- ◆ Pumps started Monday morning.
- ◆ Crews are tracking residual using GIS.
- ◆ Will be flushing hydrants/moving water to help move disinfectant where needed.

Communication

- ◆ Using all possible media sources to notify customers.
- ◆ Working with MDH to provide consistent messages.



Lead and Copper Rule Revisions (LCRR) - Inventory

Item 23.

What is it?

- 💧 EPA established to minimize household lead and copper exposure.

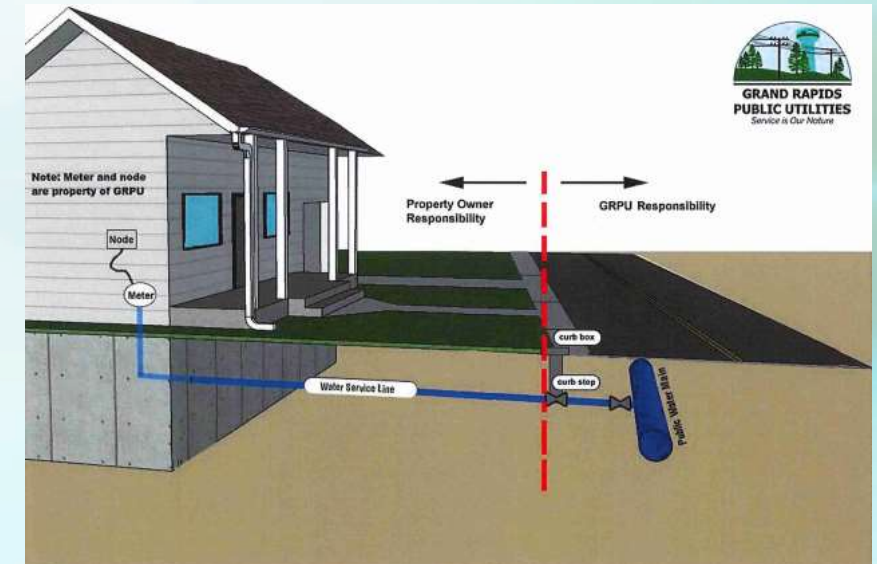
What changed?

- 💧 PWS required to complete an inventory of all service lines in 2024.

What is the plan?

- 💧 GRPU completed internal record review.
- 💧 MDH provided grants (up to \$75,000).
 - 3 options for assistance.
 - GRPU chose help with physical inspection.
 - SEH selected to assist us.

Established a “self-identify” process and visual inspections via appointments.



Lead and Copper Rule Revisions (LCRR) - Inventory

Update

- 💧 SEH - into third week of helping.
- 💧 Good response from residents.
- 💧 Setting up appointments and door knocking.
- 💧 Reviewing tap cards provided by GRPU.
- 💧 Due to MDH on July 15th.
- 💧 Will continue to work beyond 15th (if budget available).



What is next?

- 💧 Continue to self identify – QR code.
- 💧 Inventory is just the first phase, more to come.



Questions / Comments

June 26, 2024 Commission Meeting

Department Head Presentation

Steve Mattson – Water & Wastewater Department Manager

