



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Thursday, October 23, 2025

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 Thursday, October 23, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

- [1.](#) Consider a motion to approve the September 10, 2025 Work Session Minutes and September 24, 2025 Regular Meeting Minutes.

VERIFIED CLAIMS:

- [2.](#) Consider a motion to approve \$300,034.42 in verified claims for October 2025.

COMMISSION REPORTS:

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

- [3.](#) Consider a motion to authorize the sale of a surplus vehicle to the city or at an auction.

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

OPERATIONS & CAPITAL BUSINESS:

- [4.](#) Operations & Capital Updates
- [5.](#) Consider a motion to approve the updated GRPU's Employee Sick and Safe Time (ESST) Policy to align with recent changes to Minnesota state law and ensure compliance with policy requirements.

CONTRACTS:

- [6.](#) Consider a motion to approve change order #1 in the amount of \$12,700 for ELCP5038, Tioga Substation Expansion Project.

7. Consider a motion to approve the procurement contract with Northwestern Power Equipment for a new high service pump number 2 for the water plant for \$55,729 and authorize the General Manager to sign the contract.

REPORTS:

8. Monthly Reports

ADJOURNMENT:

The next Work Session is scheduled for Wednesday, November 12, 2025 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, November 26, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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



GRAND RAPIDS PUBLIC UTILITIES COMMISSION WORK SESSION MEETING MINUTES

Wednesday, September 10, 2025

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, September 10, 2025 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

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

CALL OF ROLL:

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

ABSENT: Council Representative Rick Blake with notice

OTHERS: Steve Mattson, Mike LeClaire, Chad Troumbly, Julie Kennedy

BUSINESS:

1. Consider a motion to ratify \$277,345.17 in verified claims for August and September 2025.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to ratify \$277,345.17 in verified claims for August and September 2025.

Voting Yea: Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

Voting Abstaining: President Stanley

2. Operations & Capital Updates

GRPU staff presented an update on the go-live progress of the new utility billing system.

3. Strategic Plan Annual Review

Julie Kennedy facilitated a Commissioner discussion focused on the submitted reviews for the Strategic Plan update.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:30 AM.

Respectfully submitted,

Julie A. Kennedy

Julie Kennedy



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING MINUTES

Wednesday, September 24, 2025

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, September 24, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

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

CALL OF ROLL:

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

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

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the August 13, 2025 Work Session Minutes and August 27, 2025 Regular Meeting Minutes.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the August 13, 2025 Work Session Minutes and August 27, 2025 Regular Meeting Minutes.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,630,120.71 in verified claims for August and September 2025.

Motion made by Council Representative Blake, Seconded by Commissioner Saxhaug to approve \$1,630,120.71 in verified claims for August and September 2025.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake

COMMISSION REPORTS:

Council Representative Blake shared an update from the Range Area Mayors (RAMS) group regarding ongoing discussions around sulfate standards. He highlighted Keetac's current variance request and noted that the City of Grand Rapids joined numerous other Range cities in signing a letter of support provided by RAMS requesting the MPCA approve a variance from existing sulfate standards and develop site-specific standards for the Keetac Mine.

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 Council Representative Blake, Seconded by Commissioner Smith to approve the consent agenda.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake

3. Consider a motion to accept the grant from the Minnesota Department of Health (MDH) for the Drinking Water Protection (Source Water Protection-Competitive) grant for the well 4 fencing project in the amount of \$9,565.80.

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

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake

OPERATIONS & CAPITAL BUSINESS:

4. Consider a motion to confirm filling the Finance Manager position with the preferred candidate, Ms. Taylor Bird.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to confirm filling the Finance Manager position with the preferred candidate, Ms. Taylor Bird.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake

5. Operations & Capital Updates

GRPU staff presented the Operations and Capital Updates.

CONTRACTS:

6. Consider a motion to ratify the agreement with Emergent Software for ArcGIS and City DB server migration scope of work in the amount of \$22,145.00 to \$31,820.00.

Motion made by Secretary Francisco, Seconded by Commissioner Smith to ratify the agreement with Emergent Software for ArcGIS and City DB server migration scope of work in the amount of \$22,145.00 to \$31,820.00.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake

7. Consider a motion to approve the procurement contract with Their Well for replacing well 6 pump for \$33,471 and allow the General Manager to sign the contract.

Motion made by Council Representative Blake, Seconded by Commissioner Saxhaug to approve the procurement contract with Their Well for replacing well 6 pump for \$33,471 and allow the General Manager to sign the contract.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Council Representative Blake

REPORTS:

8. Monthly Reports

Reviewed the GRPU Monthly Reports.

ADJOURNMENT:

There being no further business, the meeting adjourned at 4:55 PM.

Respectfully submitted,



Julie Kennedy, General Manager



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: October 22, 2025

AGENDA ITEM: Consider a motion to approve \$300,034.42 in verified claims for October 2025.

PREPARED BY: Taylor Bird, Business Services Manager

BACKGROUND:

See attached check registers:

Bill list:	\$134,829.31
Bill payments with prior approval:	\$165,205.11
Total	\$300,034.42

RECOMMENDATION:

Approve \$300,034.42 in verified claims for October 2025.

Grand Rapids Public Utilities
Meeting Date: 10/22/2025
GRPU: Bill List

Item 2.

PUC Meeting Identifier	Vendor	Vendor Name	Payment Amount
Commission Meeting	American Eagle Security Systems Incorporated	American Eagle Security Systems Incorporated	700.00
Commission Meeting	Carquest Auto Parts	Carquest Auto Parts	345.32
Commission Meeting	Central McGowan	Central McGowan	652.35
Commission Meeting	City of Grand Rapids	City of Grand Rapids	680.29
Commission Meeting	Dakota Supply Group	Dakota Supply Group	30,591.87
Commission Meeting	Davis Petroleum	Davis Petroleum	3,356.01
Commission Meeting	Duncan Company	Duncan Company	1,451.69
Commission Meeting	Fastenal Company	Fastenal Company	494.47
Commission Meeting	Figgins Truck & Trailer Repair Incorporated	Figgins Truck & Trailer Repair Incorporated	2,432.99
Commission Meeting	Flow Measurement and Controls	Flow Measurement and Controls	1,112.00
Commission Meeting	Gopher State One Call	Gopher State One Call	315.90
Commission Meeting	Grainger	Grainger	3,327.26
Commission Meeting	High Standards LLC	High Standards LLC	2,184.00
Commission Meeting	Innovative Office Solutions	Innovative Office Solutions	578.00
Commission Meeting	Itasca County Treasurer	Itasca County Treasurer	654.67
Commission Meeting	Jamar Company	Jamar Company	4,266.19
Commission Meeting	Johnson Killen & Seiler PA	Johnson Killen & Seiler PA	422.30
Commission Meeting	Lanyk Electric Incorporated	Lanyk Electric Incorporated	975.00
Commission Meeting	McMaster Carr	McMaster Carr	2,079.65
Commission Meeting	MN Department of Labor & Industry	MN Department of Labor & Industry	25.00
Commission Meeting	MN Municipal Utilities Association	MN Municipal Utilities Association	50.00
Commission Meeting	MN Power	MN Power	3,197.34
Commission Meeting	Novaspect Incorporated	Novaspect Incorporated	14,746.57
Commission Meeting	Railroad Management Co III Incorporated	Railroad Management Co III Incorporated	1,288.67
Commission Meeting	Rapid Crane & Rigging LLC	Rapid Crane & Rigging LLC	2,200.00
Commission Meeting	Rapid Garage Door	Rapid Garage Door	179.00
Commission Meeting	RMB Environmental Laboratories Incorporated	RMB Environmental Laboratories Incorporated	1,394.20
Commission Meeting	Sandstrom's Incorporated	Sandstrom's Incorporated	582.72
Commission Meeting	SHI	SHI	16,147.44
Commission Meeting	Stuart C Irby Company	Stuart C Irby Company	1,453.21
Commission Meeting	TNT Aggregates LLC	TNT Aggregates LLC	8,734.00
Commission Meeting	Vessco Incorporated	Vessco Incorporated	2,521.04
Commission Meeting	Vestis	Vestis	711.99
Commission Meeting	Viking Electric Supply Incorporated	Viking Electric Supply Incorporated	1,330.91
Commission Meeting	Xerox Corporation	Xerox Corporation	27.23
Commission Meeting	Ziegler Incorporated	Ziegler Incorporated	23,620.03
Total			134,829.31

Grand Rapids Public Utilities
Meeting Date: 10/22/2025
Checks 10/4/25-10/17/25
PUC: Bill Payments w/ Prior Approval

Item 2.

PUC Meeting Identifier	Name	Sum of Bill Amount
Prior Approval	V00039 Enterprise FM Trust	10,525.56
Prior Approval	V00420 Cooperative Response Center Incorporated	7,335.09
Prior Approval	V00452 Deerwood Bank	97,807.13
Prior Approval	V00775 Pokegama Electric Incorporated	4,590.00
Prior Approval	V00853 Oracle America, Inc	3,330.64
Prior Approval	V01194 Waste Management of WI MN	2,556.58
Prior Approval	V01298 Postage By Phone System	10,000.00
Prior Approval	V01393 MN Council 65	1,917.66
Prior Approval	V01900 MN Child Support Payment Center	854.62
Prior Approval	V02304 MN Energy Resources Corporation	88.45
Prior Approval	V02585 NCPERS Group Life Insurance	80.00
Prior Approval	V02693 Johnson Killen & Seiler PA	430.10
Prior Approval	V02894 Rapid Crane & Rigging LLC	2,800.00
Prior Approval	V03135 Procise Solutions Inc	462.50
Prior Approval	V03357 US Bank Equipment Finance	228.09
Prior Approval	V03641 Verizon Wireless	1,009.92
Prior Approval	V03738 Paul Bunyan Communications	19,900.41
Prior Approval	V03794 MN POLLUTION CONTROL AGENCY	15.00
Prior Approval	V04135 TREASURE BAY PRINTING	675.00
Prior Approval	V04461 Temporary Vendor- Customer Refund	598.36
Total		165,205.11



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: October 22, 2025

AGENDA ITEM: Consider a motion to authorize the sale of a surplus vehicle to city or at an auction.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

Grand Rapids Public Utilities approved a procurement contract with Altec Industries in February of 2023 for a new bucket truck. That vehicle has been delivered and is now in service. This request is to sell the older bucket truck that has been replaced.

2012 Ford F-550 Aerial Lift Truck, VIN 1FD0X5HT7CEC71597, License# 941736, 80,772 miles (Truck 60)



This vehicle is no longer needed by the GRPU Electric Department.

RECOMMENDATION:

Consider a motion to authorize the sale of a surplus vehicle to city or at an auction.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: October 23, 2025

AGENDA ITEM: Operations & Capital Updates

PREPARED BY: GRPU Staff

BACKGROUND:

GRPU Operating & Capital Updates

RECOMMENDATION:

None. Review Only.

Grand Rapids Public Utilities

October 23, 2025

Operational and Capital Updates

GRPU Management Team



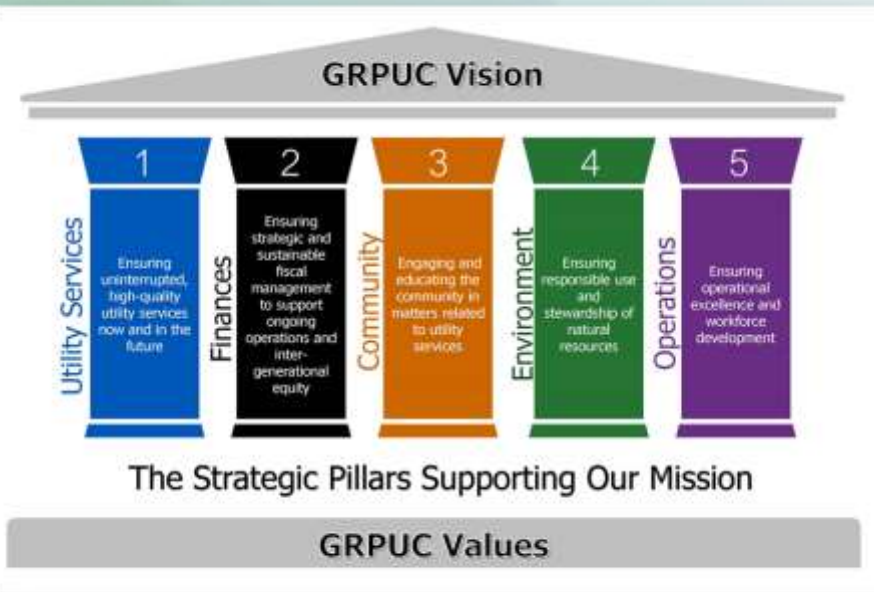


MISSION VISION VALUES

Item 4.

WHO WE ARE

Grand Rapids Public Utilities (GRPU) is a statutory municipal utility established by the city of Grand Rapids, Minnesota. The Grand Rapids Public Utilities Commission (GRPUC) provides full control, operation and management of the GRPU electric power distribution system, the water production, treatment and distribution systems, and the wastewater collection and treatment systems.



Our Vision

Our vision is to be a dynamic public asset for the thriving community of Grand Rapids, enhancing lives and fostering growth through excellence in the provision of essential utility services.



Our Mission

Our mission is to empower GRPU team members to deliver safe, reliable, affordable, sustainable, and customer-focused utility services for our community.



Our Values

Safety

We hold paramount the well-being of our employees and the public in all operations.

Integrity

We uphold ethical standards and foster trust with all stakeholders.

Customer Focus

We prioritize customer needs and satisfaction in all our decisions and actions.

Efficiency

We maximize resources to provide cost-effective services without compromising quality.

Reliability

We consistently deliver high-quality utility services and strive for uninterrupted access.

Sustainability

We employ environmentally responsible practices in our operations and services.

Transparency

We openly share information and decision-making processes, promoting informed community involvement.



Uninterrupted, High-Quality Utility Services (US)

Item 4.

Capital: Small Bucket Truck Replacement by Chad Troumbly

- Replaces 2012 Ford F550 Aerial
- Reduces maintenance cost and downtime
- Adds Key Features:
 - Hybrid Bucket – quieter operation
 - Platform Elevator – allows more precise movement
 - Back-up camera – increased safety
 - Cleaner, more efficient, emissions-compliant



Project Name	Project Number	Status/ Completion Date	Budgeted Amount	Actual Spent	Funding Source
Bucket Truck Replacement	ELEC2213	99%	\$288,374	\$285,294*	Rever



Uninterrupted, High-Quality Utility Services (US)

Item 4.

Capital: Maple Street Project by Chad Troumbly

- Project Goals:
 - Simplify distribution voltage in that area
 - Replace existing backyard overhead lines
 - Install underground lines to front yard
- Status:
 - Successful bid process
 - Successful installation
 - Energizing lines



Project Name	Location	Status/ Completion Date	Budgeted Amount	Estimated Spend	Funding Source
Maple Street Prim/Sec UG	NW Grand Rapids	90%	\$94,028	\$92,000	Rever



Uninterrupted, High-Quality Utility Services (US)

Item 4.

Capital: Fire Hydrant Replacement by Steve Mattson

- Need all hydrants to be functional for fire protection
- Created a capital asset replacement plan
- Replacement based on age, poor operation or damage
- Water Ops Director determines priority after annual spring flushing
- 7 hydrants replaced this year
- Materials – provided by GRPU
Labor – contracted out



Project Name	Location	Status/ Completion Date	Budgeted Amount	Actual Spent	Funding Source
Fire Hydrant Replacement	City	Completed	\$122,804	\$118,012	Rever

Operational Excellence (OE)

Item 4.

Operations: Water Leak Survey by Steve Mattson

- Leak surveys are conducted because of aging infrastructure, uncaptured revenue, unaccounted flow and preventing other damage
- Contract out, biennially
- Use tool to listen to all hydrants in the system
- Narrowed focus on 11 suspected leak areas
- With system knowledge – begin correlating to pinpoint leak with listening device
- Results:
Confirmed 8 total leaks
6 hydrant leaks (3 were resolved after flushing)
2 service line leaks near curbstop
- Work orders created for repairs

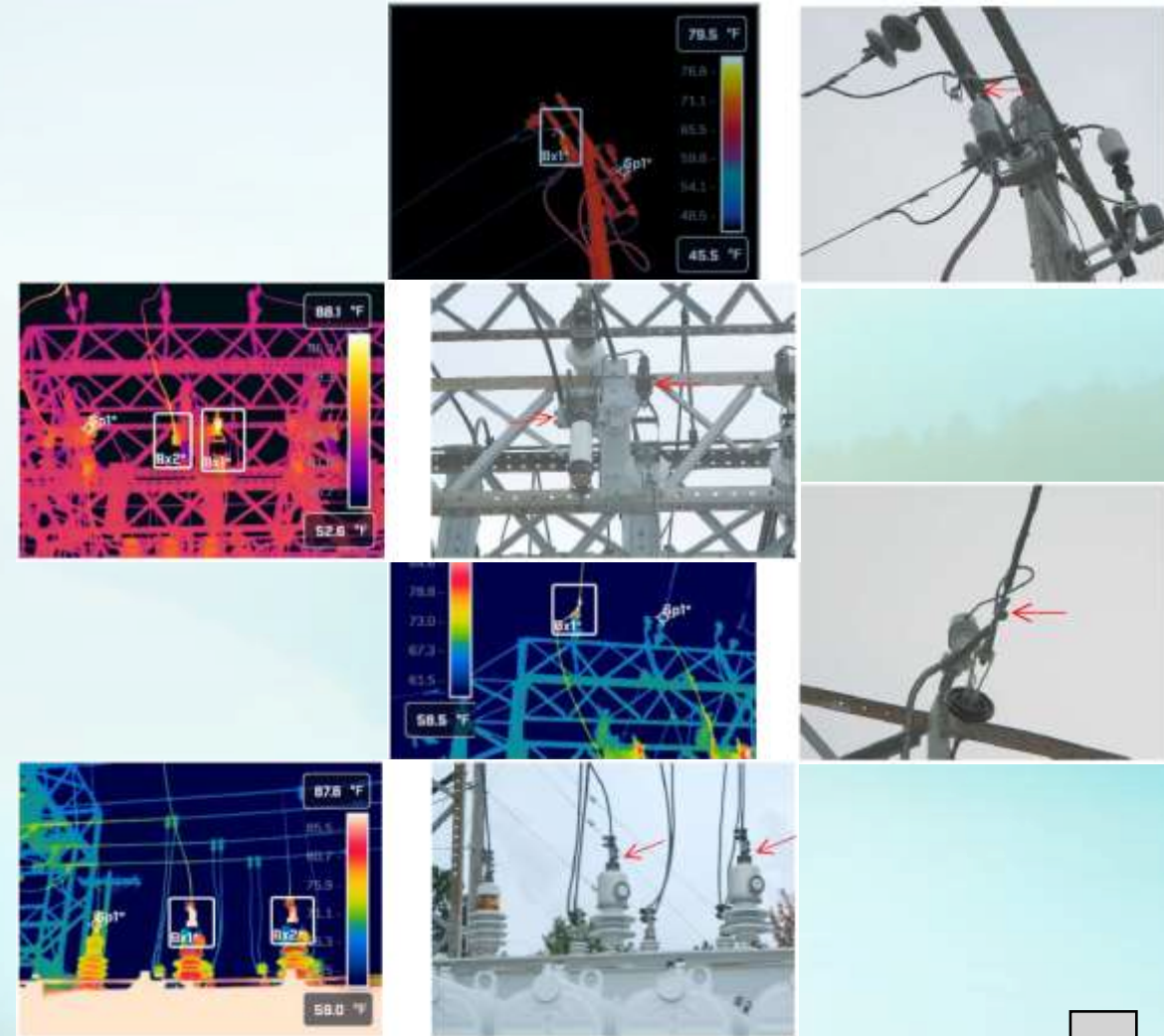


Operational Excellence (OE)

Item 4.

Operations: East Substation IR Scan/Repair by Chad Troumbly

- Infrared scans are used to find potential failure points in the electrical distribution system
- During recent infrared scan, contractor noted concerns of abnormal temperatures “hot spots”
- If not corrected, there is a risk of failure and unplanned outage
- Recommend repair within 60 days
- Safer and more efficient to plan outages
- There are 4 areas that require an outage to make the corrections
- This substation feeds NE section of GRPU service area



Operations: October Safety Summary by Julie Kennedy

Safety Training This Month:

Safety Brad trained on Fire Prevention.

Safety Committee Program Review This Month:

Safety Brad and the Safety Committee will review mock OSHA inspection lists.

Incidents Reported last Month by Department

Administration: None

Business Services: None

Electric: None

Water-Wastewater: None

Cumulative Incidents for 2025

Recordable Incidents	0
Lost Time Days 2025	0
Restricted Days 2025	0
First Aid Only (not recordable)	2

Total FROI 2

Recordable Incident 5-year History

	2021	2022	2023	2024	2025
ADMIN	0	0	0	0	0
BUS SVCS	0	0	1	0	0
ELEC	0	0	0	1	0
W-WW	1	0	0	0	0
TOTAL	1	0	1	1	0

Grand Rapids Public Utilities

Upcoming Commission Meetings

Work Session: November 12, 2025

Regular Meeting: November 26, 2025





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: October 23, 2025

AGENDA ITEM: Consider a motion to approve the updated GRPU's Employee Sick and Safe Time (ESST) Policy to align with recent changes to Minnesota state law and ensure compliance with policy requirements.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

Minnesota's Earned Sick and Safe Time (ESST) law, which took effect January 1, 2024, requires employers to provide paid leave for health and safety reasons. GRPU's PTO benefit exceeds the requirements set forth in the ESST statute.

Since December 2023, when GRPU adopted the ESST policy, the Minnesota Legislature has adopted several amendments to clarify and simplify the law without changing its core purpose. For example, one amendment replaced "hourly rate" with "**base rate**" to ensure consistent pay for all employee types including salaried, commissioned, or piece-rate workers and excluding overtime, bonuses, and shift differentials. Additionally, the definition of "employee" was refined to include anyone *anticipated* to work 80 hours per year, while excluding certain temporary or elected positions.

GRPU worked with our personnel attorney to update the existing GRPU ESST policy to align with the state requirements. Attached are a redlined version of the changes and a clean copy.

RECOMMENDATION:

Approve the updated GRPU's Employee Sick and Safe Time (ESST) Policy to align with recent changes to Minnesota state law and ensure compliance with policy requirements.



COMMISSION POLICY

Earned Sick and Safe Time

Category: Administration	Subcategory: Benefits	Policy Number: 2.1.005.
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GRPU will provide Earned Sick and Safe Time (“ESST”) to employees, which is paid leave that can be used for certain reasons, including but not limited to, when an employee is sick, to care for a family member who is sick, or to seek assistance if an employee or their family member has experienced domestic abuse.

GRPU’s PTO benefit exceeds the requirements set forth in the Minnesota ESST statute, effective January 1, 2024. Bargaining unit and non-bargaining unit employees who are eligible for PTO can use their PTO for ESST as summarized below; PTO is not in addition to ESST.

However, not all employees are eligible for PTO. Part-time, seasonal, and temporary employees who perform are anticipated to perform work for at least 80 hours per year are not eligible for PTO but are eligible for ESST. For those employees, ESST will begin to accrue immediately upon hire. An employee will accrue one hour of ESST for every 30 hours worked, up to a maximum of 48 hours in a calendar year. If an employee holds different positions or works different shifts with different rates of pay, ESST will be paid based upon the rate that the employee would have been paid for the shift or hours that were missed. ESST is paid at an employee’s base rate. An employee may carry over accrued but unused ESST into the following calendar year. The total amount of accrued but unused ESST must not exceed 80 hours at any time.

Independent contractors are not eligible for PTO or ESST.

USE OF ESST

Employees can use ESST for the following reasons:

- The employee’s mental or physical illness, injury, or health condition; need for diagnosis, care, or treatment; or need for preventative care;
- A family member’s mental or physical illness, injury, or health condition; need for diagnosis, care, or treatment; or need for preventative care;
- Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member, provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - Obtain services from a victim services organization;
 - Obtain psychological or other counseling;
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or

- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- Closure of the employee's workplace due to weather or public emergency or an employee's need to care for a family member due to closure of the family member's school or place of care due to weather or public emergency;
- The employee's inability to work or telework because the employee is:
 - Prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; **and**
- When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease, **whether or not they have actually contracted a communicable disease; and**
- The need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.

For these purposes, an employee's "family member" includes:

- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
- Spouse or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
- Grandchild, foster grandchild, or stepgrandchild;
- Grandparent or stepgrandparent;
- A child of a sibling of the employee;
- A sibling of the parents of the employee; or
- A child-in-law or sibling-in-law;
- Any of the family members listed above of a spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

An employee may use ESST in increments of 30 minutes. An absence under this policy qualifies as an excused absence.

NOTICE

If the need for ESST is foreseeable (for example, for a scheduled medical appointment), an employee must give their supervisor at least 7 days' advance written notice. If the need is not

foreseeable, an employee must give their supervisor notice as soon as practicable possible (usually before the start of their shift).

DOCUMENTATION

When an employee uses ESST for more than 32 consecutive scheduled work days, GRPU may require the employee to provide reasonable documentation demonstrating the use is covered by one of the qualifying reasons, such as a signed statement by a health care professional, a court record, a signed document from a victim services organization, or a written statement from the employee indicating the employee is using or used ESST for a qualifying reason.

GRPU will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. GRPU will maintain the confidentiality of all ESST records and related documentation.

CASH OUT

Upon voluntary or involuntary termination of employment (resignation, retirement, death, or discharge), an employee's accrued unused ESST will be forfeited, and not cashed out. Cash out of PTO will be governed by the Collective Bargaining Agreement for bargaining unit employees and by the PTO/EIB Policy for other employees.

REHIRES

If an employee is rehired within 180 days of the termination of their employment, any previously accrued unused ESST will be reinstated. Such an employee may use accrued ESST and accrue additional ESST at the commencement of reemployment.

EMPLOYEE RIGHTS AND REMEDIES

GRPU will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under the ESST statute, including but not limited to because the person requested ESST, used ESST, requested a statement of accrued ESST, informed any person of their potential rights under the ESST statute, made a complaint or filed an action to enforce a right to ESST, or is or was participating in any manner in an investigation, proceeding, or hearing related to ESST.

Employees have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if GRPU has improperly denied ESST or if they have been retaliated or discriminated against for requesting or using ESST.

It is unlawful for an employer's absence control policy or attendance point system to count ESST as an absence that may lead to or result in retaliation or any other adverse action, such as discipline.

It is unlawful for an employer or any other person to report or threaten to report the actual or

suspected citizenship or immigration status of a person or their family member to a federal, state, or local agency for exercising or attempting to exercise any right protected under the ESST statute.

GRPUC President

Date

GRPUC Member

Date

| Adopted Date: December 29, 2023

| Revised Date: October 23, 2025 *proposed* (updated to align with state amendments)



COMMISSION POLICY

Earned Sick and Safe Time

Category: Administration	Subcategory: Benefits	Policy Number: 2.1.005.
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GRPU will provide Earned Sick and Safe Time (“ESST”) to employees, which is paid leave that can be used for certain reasons, including but not limited to, when an employee is sick, to care for a family member who is sick, or to seek assistance if an employee or their family member has experienced domestic abuse.

GRPU’s PTO benefit exceeds the requirements set forth in the Minnesota ESST statute. Bargaining unit and non-bargaining unit employees who are eligible for PTO can use their PTO for ESST as summarized below; PTO is not in addition to ESST.

However, not all employees are eligible for PTO. Part-time, seasonal, and temporary employees who are anticipated to perform work for at least 80 hours per year are not eligible for PTO but are eligible for ESST. For those employees, ESST will begin to accrue immediately upon hire. An employee will accrue one hour of ESST for every 30 hours worked, up to a maximum of 48 hours in a calendar year. If an employee holds different positions or works different shifts with different rates of pay, ESST will be paid based upon the rate that the employee would have been paid for the shift or hours that were missed. ESST is paid at an employee’s base rate. An employee may carry over accrued but unused ESST into the following calendar year. The total amount of accrued but unused ESST must not exceed 80 hours at any time.

Independent contractors are not eligible for PTO or ESST.

USE OF ESST

Employees can use ESST for the following reasons:

- The employee’s mental or physical illness, injury, or health condition; need for diagnosis, care, or treatment; or need for preventative care;
- A family member’s mental or physical illness, injury, or health condition; need for diagnosis, care, or treatment; or need for preventative care;
- Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member, provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - Obtain services from a victim services organization;
 - Obtain psychological or other counseling;
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or

- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- Closure of the employee's workplace due to weather or public emergency or an employee's need to care for a family member due to closure of the family member's school or place of care due to weather or public emergency;
- The employee's inability to work or telework because the employee is:
 - Prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis;
- When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease, whether or not they have actually contracted a communicable disease; and
- The need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.

For these purposes, an employee's "family member" includes:

- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;
- Spouse or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
- Grandchild, foster grandchild, or stepgrandchild;
- Grandparent or stepgrandparent;
- A child of a sibling of the employee;
- A sibling of the parents of the employee; or
- A child-in-law or sibling-in-law;
- Any of the family members listed above of a spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

An employee may use ESST in increments of 30 minutes. An absence under this policy qualifies as an excused absence.

NOTICE

If the need for ESST is foreseeable (for example, for a scheduled medical appointment), an employee must give their supervisor at least 7 days' advance written notice. If the need is not

foreseeable, an employee must give their supervisor notice as soon as possible (usually before the start of their shift).

DOCUMENTATION

When an employee uses ESST for more than 2 consecutive scheduled work days, GRPU may require the employee to provide reasonable documentation demonstrating the use is covered by one of the qualifying reasons, such as a signed statement by a health care professional, a court record, a signed document from a victim services organization, or a written statement from the employee indicating the employee is using or used ESST for a qualifying reason.

GRPU will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. GRPU will maintain the confidentiality of all ESST records and related documentation.

CASH OUT

Upon voluntary or involuntary termination of employment (resignation, retirement, death, or discharge), an employee's accrued unused ESST will be forfeited, and not cashed out. Cash out of PTO will be governed by the Collective Bargaining Agreement for bargaining unit employees and by the PTO/EIB Policy for other employees.

REHIRES

If an employee is rehired within 180 days of the termination of their employment, any previously accrued unused ESST will be reinstated. Such an employee may use accrued ESST and accrue additional ESST at the commencement of reemployment.

EMPLOYEE RIGHTS AND REMEDIES

GRPU will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under the ESST statute, including but not limited to because the person requested ESST, used ESST, requested a statement of accrued ESST, informed any person of their potential rights under the ESST statute, made a complaint or filed an action to enforce a right to ESST, or is or was participating in any manner in an investigation, proceeding, or hearing related to ESST.

Employees have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if GRPU has improperly denied ESST or if they have been retaliated or discriminated against for requesting or using ESST.

It is unlawful for an employer's absence control policy or attendance point system to count ESST as an absence that may lead to or result in retaliation or any other adverse action, such as discipline.

It is unlawful for an employer or any other person to report or threaten to report the actual or

suspected citizenship or immigration status of a person or their family member to a federal, state, or local agency for exercising or attempting to exercise any right protected under the ESST statute.

GRPUC President

Date

GRPUC Member

Date

Adopted Date: December 29, 2023

Revised Date: October 23, 2025 *proposed* (updated to align with state amendments)



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: Oct 22, 2025

AGENDA ITEM: Consider a motion to approve change order #1 in the amount of \$12,700 for ELCP5038, Tioga Substation Expansion Project.

PREPARED BY: Chad Troumbly, Electric Department Manager

BACKGROUND:

GRPU has an approved project to explore options for expanding substation capacity. During a design review with Minnesota Power (MP), GRPU staff were informed that a change order is required to capture the full scope of work.

The Facility Study for the Tioga Substation has proven to be more extensive than initially anticipated. After confirming the expanded scope with MP, they requested an updated cost proposal from the substation engineering consultant, which resulted in a proposed change order. The revised approach outlines a two-phased study and additional tasks necessary to address these updates.

MP has agreed to share in the additional costs, recognizing that some of the original assumptions about the Tioga Substation differed from current conditions.

Based on the updated cost forecast—including both the consultant’s work and MP’s internal labor—an additional \$12,700 is needed from GRPU, increasing the total from the original FSA estimate of \$31,950.

The expanded study will include analysis and design elements to support an additional high-voltage transmission line, allowing the substation to fully utilize both transformers. It will also improve workspace and equipment clearances for maintenance. These updates will enhance system reliability, provide greater redundancy, and better position GRPU for future system growth.

RECOMMENDATION:

Approve change order #1 in the amount of \$12,700 for ELCP5038, Tioga Substation Expansion Project.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: October 22, 2025

AGENDA ITEM: Consider a motion to approve the procurement contract with Northwestern Power Equipment for a new high service pump number 2 for the water plant for \$55,729 and allow the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater Capital project with a budget of \$52,770. \$0 has been spent to date. There are sufficient approved capital funds in the WTP reno project to make up the difference of this contract and the original budget.

The original project was to rebuild the high service pump. The new plan is to purchase new to reduce downtime for rebuilding the pump. The existing pump would then be rebuilt for a backup, which we currently do not have.

The high service pump is a critical component of the water treatment plant, responsible for pumping water into the water towers and distribution system. This pump is original to the plant and has reached the end of its useful life. This replacement is necessary ahead of the WTP Reno project.

The GRPUC Procurement Policy was followed.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Approve a motion to approve the procurement contract with Northwestern Power Equipment for a new high service pump number 2 for the water plant for \$55,729 and allow the General Manager to sign the contract.

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Northwestern Power Equipment Co., Inc., located at 779 County Road B2, St. Paul, MN 55113 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for Vertical, short set turbine Pump and motor for the Water Treatment Plant #2 High service pump (“**Solicitation**”);

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

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

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective date. The effective date of this Contract is September 15th, 2025. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.
- 1.2 Expiration date. The expiration date of this Contract is March 1st, 2026, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

2.1 The Contractor shall:

Provide a vertical short set turbine pump approximately 19 feet setting, 150 Hp high efficiency motor. Eight-inch discharge head, for 2000 GPM at 213 feet TDH

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services**.” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods**.”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit C**.

- 2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.
- 2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.
- 2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder ("**Legal Requirements**") without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys' fees and disbursements, resulting to it by reason of any such violation by Contractor.
- 2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions, work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.

- 2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.
- 2.8 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.
- 2.9 Contractor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, subcontractors, and invitees. Contractor shall adopt, supervise, and enforce reasonable and adequate safety requirements, including GRPUC's work safety rules and any safety plan or requirements which may be established by GRPUC, and shall at all times observe and comply fully with all Legal Requirements relating to health and safety.
- 2.10 Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. Contractor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Contractor shall organize and coordinate, well in advance of the time required by this Contract, the procurement and delivery of all necessary materials, supplies, and equipment so that they will be available as needed for timely completion of the Goods and Services.
- 2.11 At the time GRPUC accepts the Goods from Contractor, Contractor shall sell, assign, transfer, convey and deliver to GRPUC, all of Contractor's right, title and interest in the Goods, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**"). Contractor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be necessary to transfer Contractor's right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.

3. **Representations and Warranties**

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

- 3.4 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of Encumbrances, and (B) the Goods are in good condition and are adequate for the uses to which they are being put, and none of such Goods are in need of maintenance or repairs.

4. Time

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

5. Consideration and Payment

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

5.1.1 Compensation. The Contractor will be paid Fifty-Five Thousand Seven Hundred and Twenty-Nine Dollars (\$55,729.00) in accordance with **Exhibit D**.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fifty Five Thousand Seven Hundred and Twenty Nine Dollars (\$55,729.00).

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

6. Authorized Representative

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

Contractor's Authorized Representative is Terry Estenson at the following business address: 779 County Road B, St. Paul, MN 55113, and the following telephone number: 651.628.0683, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

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

Exhibit A: Contract Terms
Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work
Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

Northwestern Power Equipment Co., Inc.

By: Robert P Shannon

Print Name: Robert P Shannon

Title: CFO

Date: 10/1/25

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

Date: _____

Northwestern Power Equipment should be considered a vendor as opposed to a contractor in this contract. NWPE will accept no liquidated damages on this contract.

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

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

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

- 7.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as **Exhibit D, Supplement 1**, unless an alternative format is approved in writing by GRPUC's Authorized Representative.

8. Termination.

- 8.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and delivered.
- 8.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days' written notice to Contractor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.
- 8.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.
- 8.4 Effect of Termination. Upon receipt of any notice of termination Contractor shall immediately stop performance of the Services and stop production and delivery of the Goods to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination.
- 8.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC's request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

9. Force Majeure.

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable

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

10. Confidentiality.

In connection with Contractor's provision of the Goods and Services under this Contract ("**Purpose**") GRPUC may disclose to Contractor, or Contractor may otherwise receive access to, confidential or proprietary information of GRPUC ("**Confidential Information**"). Contractor shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information other than to its employees, officers, and advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Contract; and (c) agree to be bound by the confidentiality terms contained herein. Contractor shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Contractor shall promptly notify GRPUC of any unauthorized use or disclosure of Confidential Information and cooperate with GRPUC to prevent further use or disclosure. Contractor will be responsible for any breach of this paragraph caused by its Representatives. If Contractor is required by law or court order to disclose Confidential Information, Contractor shall provide GRPUC with prompt written notice thereof, so that GRPUC may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Contractor and its Representatives will use reasonable efforts to obtain and will not oppose action by GRPUC to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Contractor will furnish only that portion of the Confidential Information which Contractor is advised by Contractor's legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("**MGDPA**").

11. Indemnification.

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

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

"**Indemnifying Party**" is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, and Contractor's agents and employees, to the fullest extent permitted by law. The indemnification obligations

of this section do not apply in the event the claim or cause of action is the result of GRPUC's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for GRPUC's failure to fulfill its obligation under this Contract.

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

12. Subcontracting and Subcontractor Payment.

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

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

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

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

13. Government Data Practices.

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

Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Contractor or GRPUC.

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

14. Intellectual Property Rights.

14.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

14.1.1 **"Documents"** are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

14.1.2 **"Pre-Existing Intellectual Property"** means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

14.1.3 **"Works"** means all inventions, improvements, discoveries (whether or not patentable), data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, maps, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. **"Works"** includes Documents.

14.2 Ownership. GRPUC owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of GRPUC and all such Documents must be immediately returned to GRPUC by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to GRPUC. The Contractor must, at the request of GRPUC, execute all papers and perform all other acts necessary to transfer or record GRPUC's ownership interest in the Works and Documents.

14.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants GRPUC a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the Goods or Services that are purchased through the Contract.

14.4 Obligations.

14.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give GRPUC's Authorized Representative written notice thereof, and must promptly furnish GRPUC's Authorized Representative with complete information and/or disclosure thereon.

14.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

14.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify, defend, and hold harmless GRPUC, at the Contractor's expense, from any action or claim brought against GRPUC to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or GRPUC's opinion is likely to arise, the Contractor must, at GRPUC's discretion, either procure for GRPUC the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of GRPUC will be in addition to and not exclusive of other remedies provided by law.]

15. Copyright.

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

16. 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.

17. Publicity and Endorsement.

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

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

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

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

19. Equal Employment, Nondiscrimination, and Affirmative Action.

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

20. General / Miscellaneous.

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

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

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

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

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

GRPUC
Address: 500 SE 4th Street
Grand Rapids, MN 55744
Attn: General Manager
Email: jakennedy@grpuc.org

Northwestern Power Equipment
Co., Inc.
Address: 779 County Road B2
St. Paul, MN 55113
Attn: Terry Estenson
Email: TEstenson@nwpeco.com

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

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

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

valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

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

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

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

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

[Remainder of Page Intentionally Left Blank]

Exhibit A, Supplement 1

IT TERMS

SUPPLY CHAIN SECURITY

Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of GRPUC under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

1. **Security Practices and Preventive Controls.** The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program's security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by GRPUC. To demonstrate certification/accreditation, Contractor must provide to GRPUC within one (1) month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify GRPUC of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a GRPUC security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to GRPUC's satisfaction.

2. **Notification of Supply Chain Security Breach.** Contractor will promptly notify GRPUC, of any breach of supply chain security involving GRPUC Goods, including Goods intended to be but not yet delivered to GRPUC. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.
3. **Return/Rejection of Goods.** Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or GRPUC in good faith suspects a breach may have occurred, including evidence that packaging or Goods were tampered with or damaged, GRPUC may reject delivery of those Goods or return any of those Goods already delivered. Rejection of

delivery or return of Goods shall be solely the responsibility and at the cost and expense of the Contractor.

GRPUC may sanitize or destroy components of the Goods prior to returning the Goods to Contractor or instruct Contractor to promptly sanitize or destroy Goods upon their return. Following the completion of any such sanitization or destruction, and upon request by GRPUC, the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to GRPUC, if requested, within one (1) month following the return of the Goods.

At no additional expense to GRPUC, Contractor must provide within a reasonable time frame replacement Goods for any Goods that were rejected at delivery or returned due to a supply chain security breach. Any costs and expenses associated with removal or replacement of the Goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to GRPUC as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify GRPUC of the cancellation of policies required under this Contract shall not constitute a waiver by GRPUC to the Contractor to provide such insurance.
- 1.4 GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request.

2 Notice to Insurer.

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

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

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to any claim arising out of Contractor's performance under this Contract.
 - 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.
 - 3.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
 - 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
 - 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
 - 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
 - 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- 4 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

- 4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$1,500,000 – per occurrence

\$1,500,000– annual aggregate

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

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability

- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **GRPUC must be named as an Additional Insured**, to the extent permitted by law

4.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

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

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 Workers' Compensation Insurance. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
 \$500,000 – Bodily Injury by Disease aggregate
 \$100,000 – Bodily Injury by Accident

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

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

4.4 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: [GRPUC does not allow lower limits]

\$2,000,000 - per claim or event
 \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Exhibit C: Specifications, Duties, and Scope of Work

Provide a vertical short set turbine pump approximately 19 feet setting, 150 Hp high efficiency motor. Eight-inch discharge head, for 2000 GPM at 213 feet TDH

Exhibit D: Price and Payment Schedule

The Contractor will be paid Fifty-Five Thousand Seven Hundred and Twenty-Nine Dollars (\$55,729.00).

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Fifty Five Thousand Seven Hundred and Twenty Nine Dollars (\$55,729.00).

GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC within 30 days.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: October 23, 2025

AGENDA ITEM: Monthly Reports

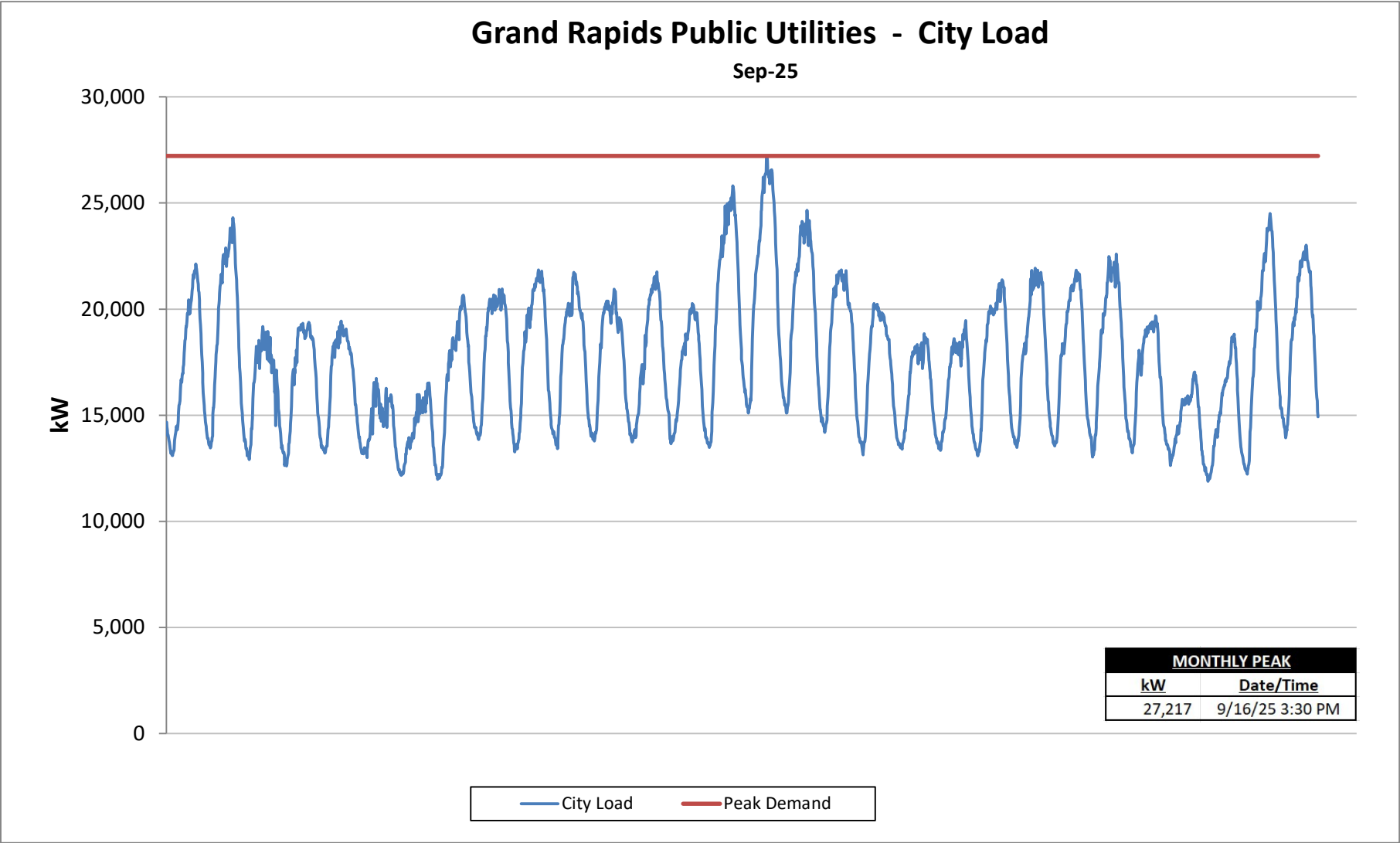
PREPARED BY: GRPU Staff

BACKGROUND:

Standard monthly GRPU Operating Reports.

RECOMMENDATION:

None. Review Only.





Electric Reliability Report

10/01/2025
Item 8.

Date Range
09/02/2025 - 09/30/2025

SAIDI:	4.55	Avg Minutes / Customers Served	CAIDI:	42.75	Avg Minutes / Customer Out	Total Customers Out:	814
SAIFI:	0.11	Cust Outages / Customers Served	CAIFI:	0.015	Avg Outages / Customer Out	Total Reported Hours:	31
Active:	7649	Active Electric Customers	Outages:	12	Total Number of Outages	Total Customer Hours Out:	580
ASAI:	99.99913	Average Percent System Available					

Outage Time	Restored Time	Outage Type	Duration (Hours)	Customers Out	Customer Hours
9/2/2025 8:10:46 PM	9/2/2025 9:19:00 PM	Tree -r-	1.15	7	8.05
9/3/2025 7:21:57 PM	9/3/2025 8:36:00 PM	Equipment -r-	1.25	268	335.00
9/3/2025 8:13:00 PM	9/3/2025 8:36:00 PM	Equipment -r-	0.38	521	199.72
9/8/2025 6:50:00 AM	9/8/2025 8:09:36 AM	Tree -r-	1.32	1	1.32
9/10/2025 10:32:17 AM	9/10/2025 10:55:00 AM	Wildlife -r-	0.38	1	0.38
9/11/2025 2:17:00 PM	9/12/2025 6:41:44 AM	Wildlife -r-	16.40	1	16.40
9/15/2025 1:25:05 PM	9/15/2025 1:56:41 PM	Scheduled -r-	0.52	1	0.52
9/17/2025 1:51:00 PM	9/17/2025 3:32:41 PM	Vehicle Accident -r-	1.68	1	1.68
9/17/2025 2:11:40 PM	9/17/2025 3:32:44 PM	Vehicle Accident -r-	1.35	7	9.45
9/23/2025 2:37:46 PM	9/23/2025 3:00:16 PM	Scheduled -r-	0.38	4	1.53
9/24/2025 10:19:20 AM	9/24/2025 2:28:43 PM	Equipment -r-	4.15	1	4.15
9/30/2025 8:42:48 AM	9/30/2025 10:25:07 AM	Wildlife -r-	1.72	1	1.72



Electric Reliability Report

10/01/2025
Item 8.

Date Range
09/02/2025 - 09/30/2025

Outages Total by Outage Type					Top 10 Outages by Duration		Top 10 Outages by Customer Hours	
Outage Type	Outages	Duration	Customers	Customer Hours	Outage ID	Hours	Outage ID	Hours
Equipment -r-	3	538.87	790	538.87	SE 4th Ave, 1512	579.02	NW 20th Ave, 502	56.35
Scheduled -r-	2	2.05	5	2.05				
Tree -r-	2	9.37	8	9.37				
Vehicle Accident -r-	2	11.13	8	11.13				
Wildlife -r-	3	18.50	3	18.50				

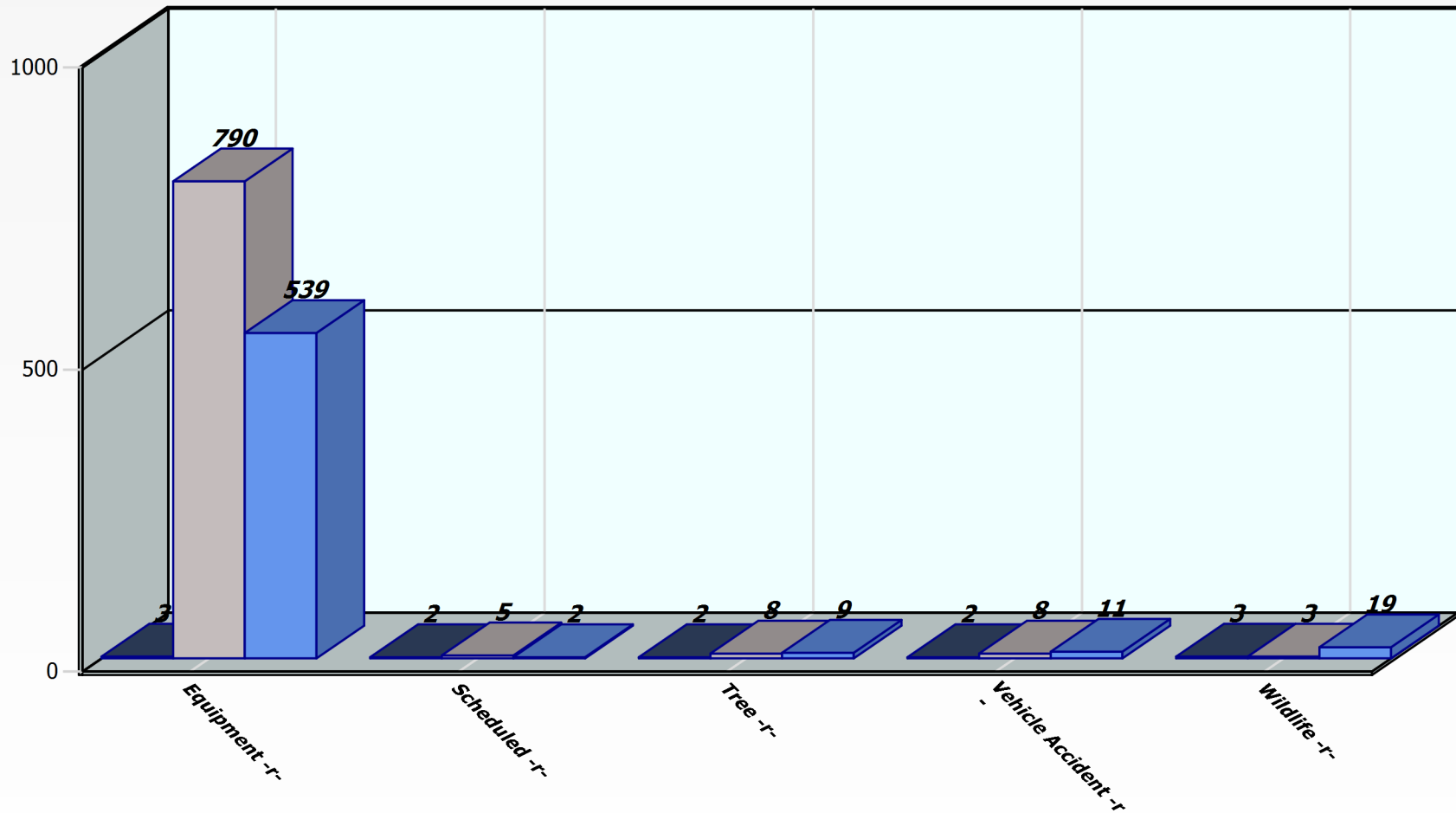


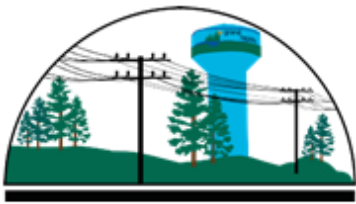
Electric Reliability Report

10/01/2025
Item 8.

Date Range
09/02/2025 - 09/30/2025

Outage Type
Customer Hours Without Power





GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

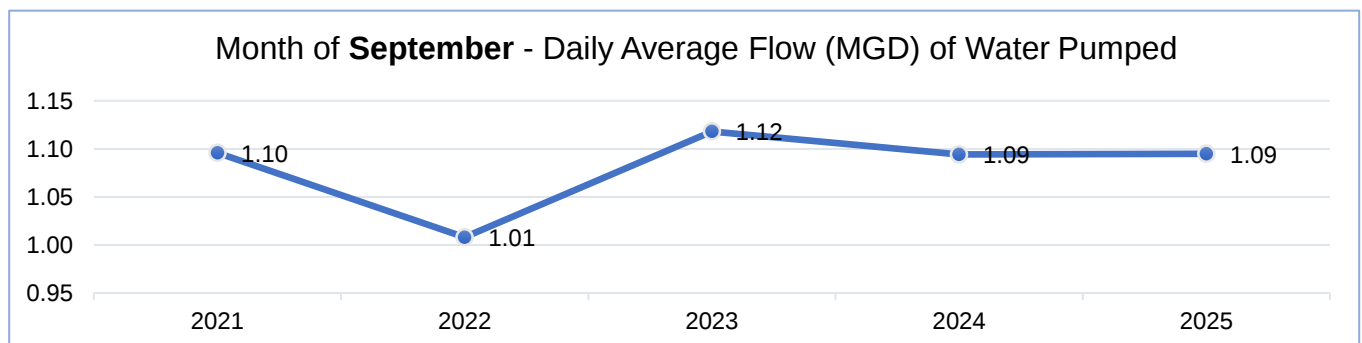
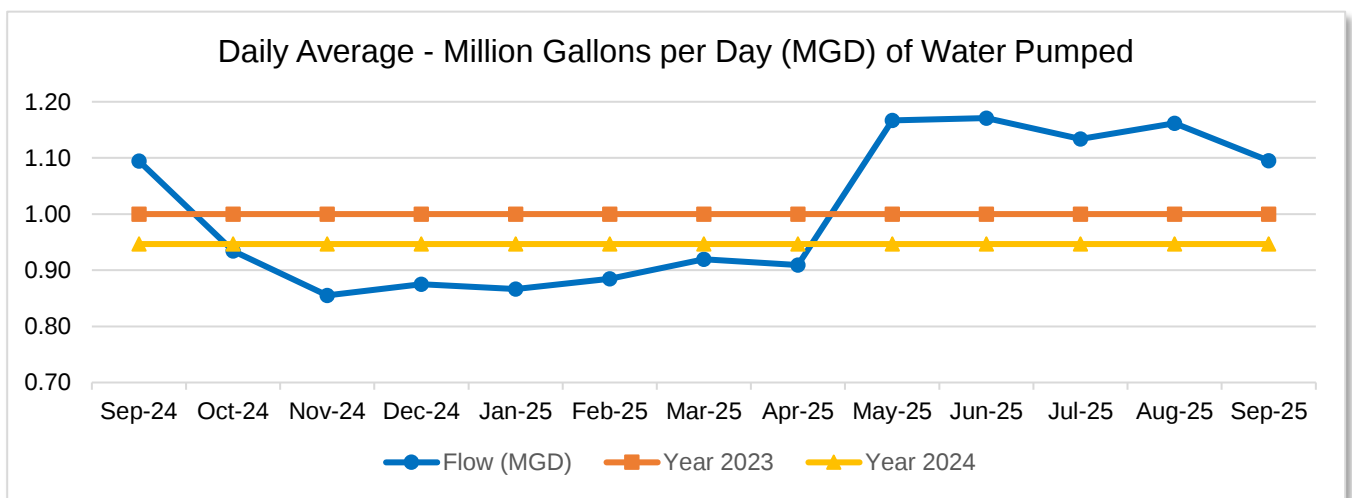
Item 8.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

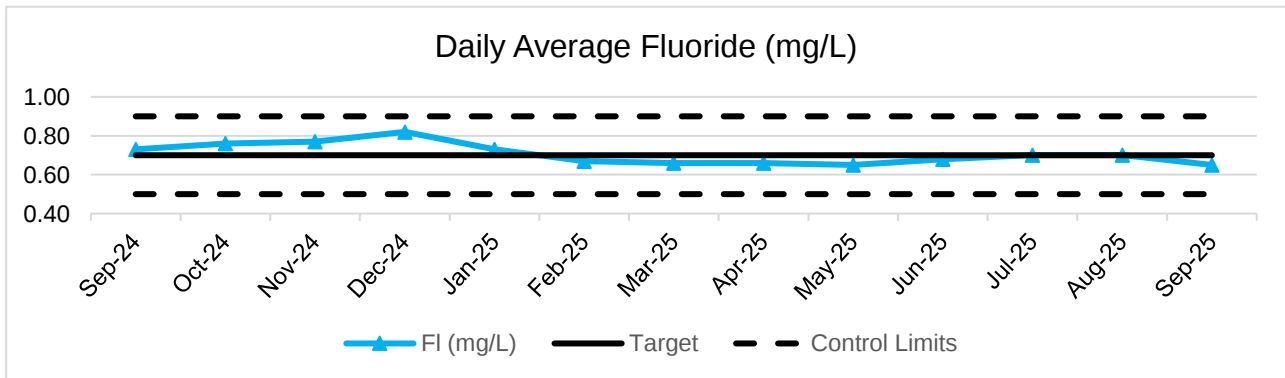
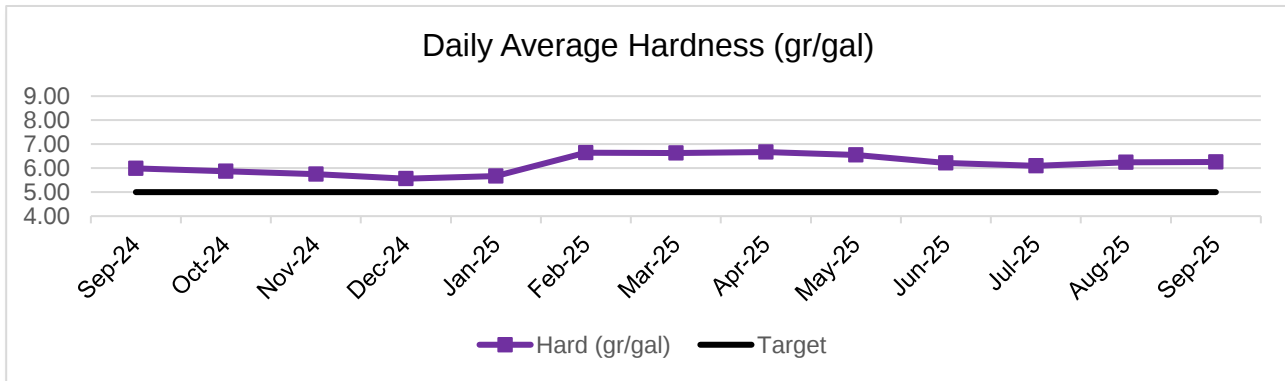
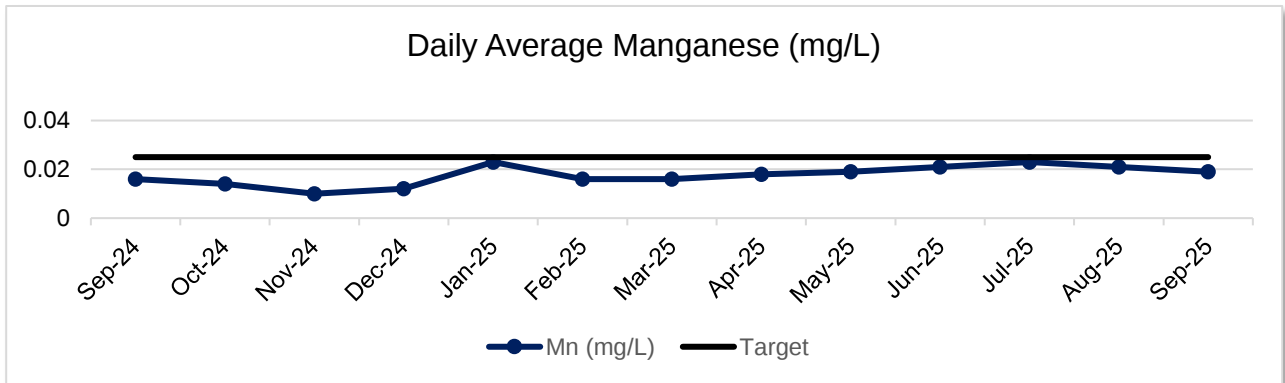
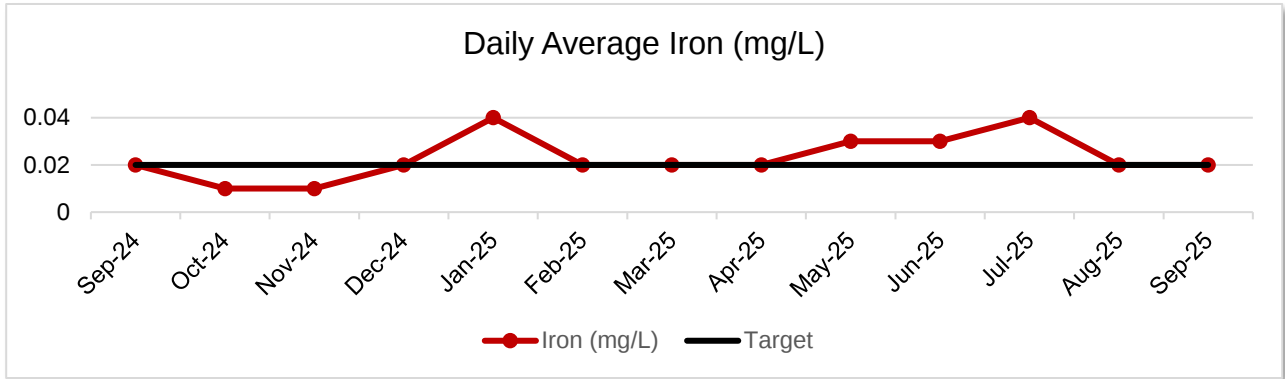
WATER MONTHLY ANALYSIS REPORT September 2025

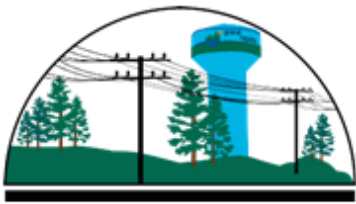
Water Operations

The water plant pumped an average of 1.09 million gallons of water per day (MGD) with a peak of 1.22 million gallons during the month which is normal for this time of the year.



Water quality analysis was normal for the month as displayed in the graphs below.





GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

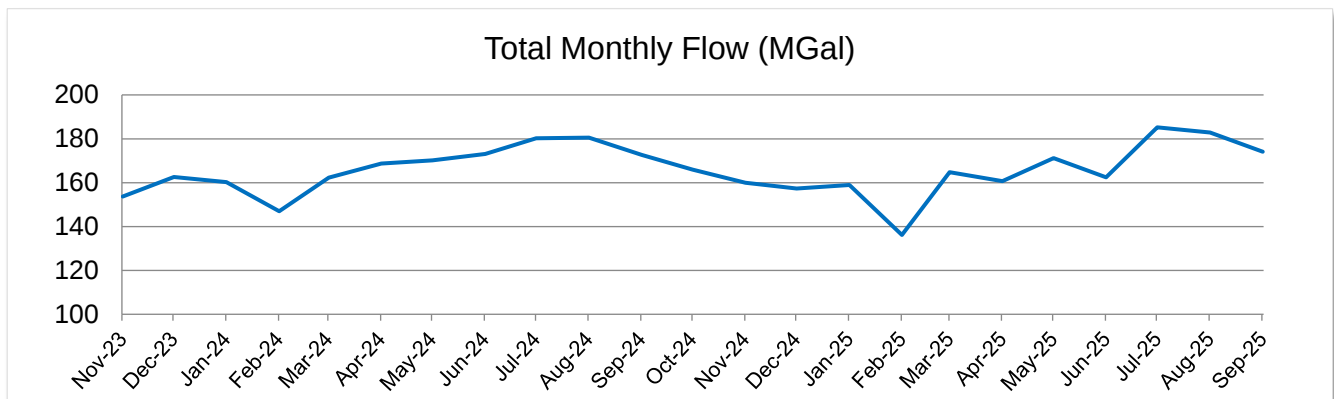
Item 8.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

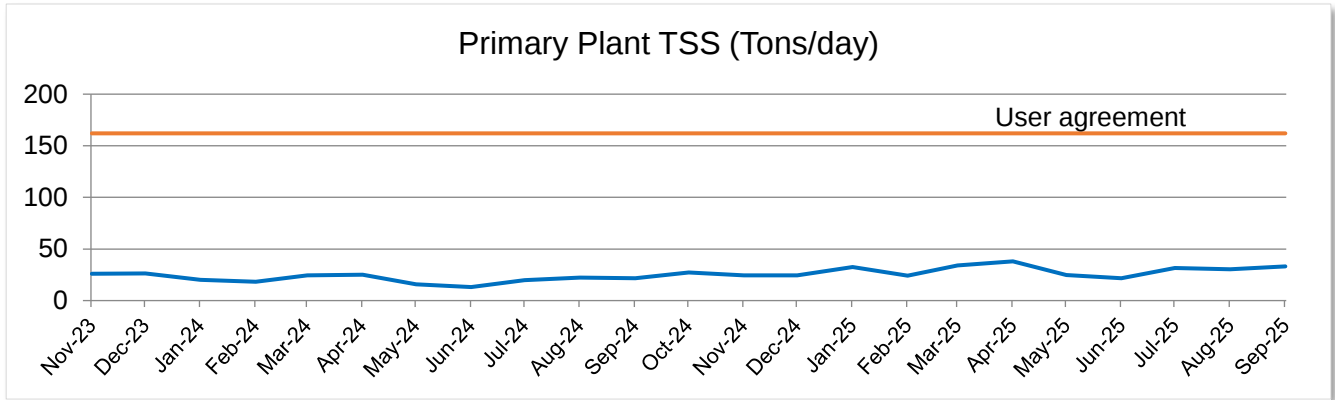
WASTEWATER MONTHLY ANALYSIS REPORT September 2025

Wastewater Operations

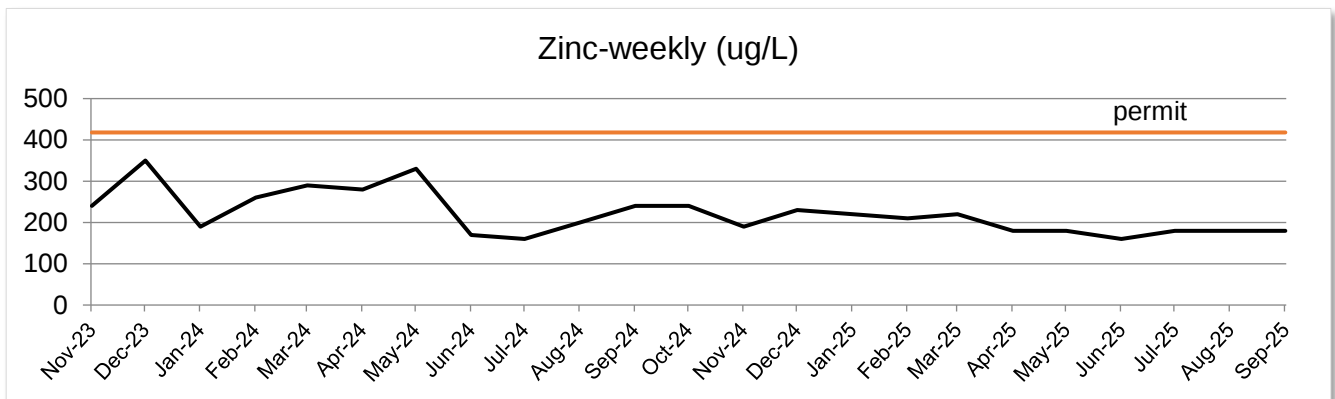
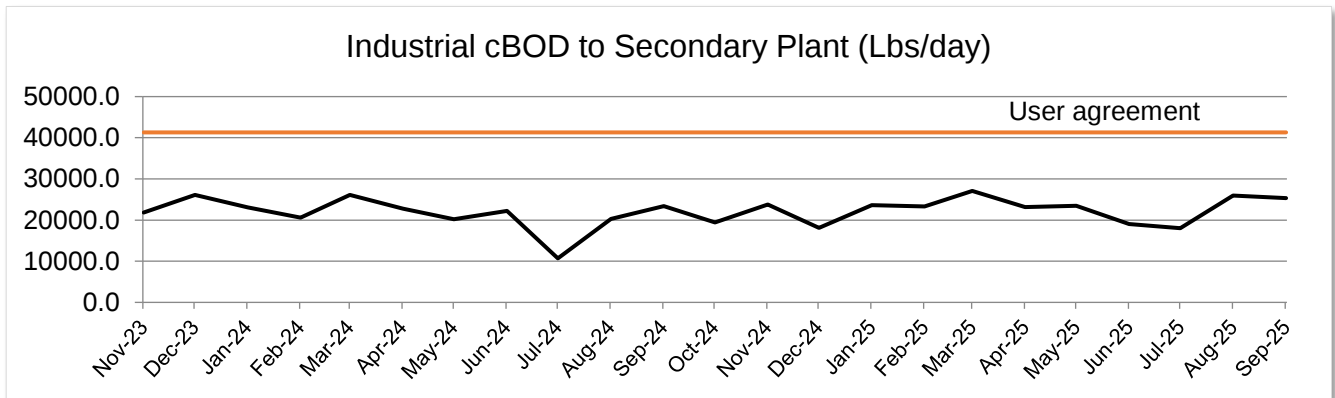
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month while treating 174 million gallons of water removing 99.9% of the Total Suspended Solids (TSS) and 99.6% Biochemical Oxygen Demand (cBOD).



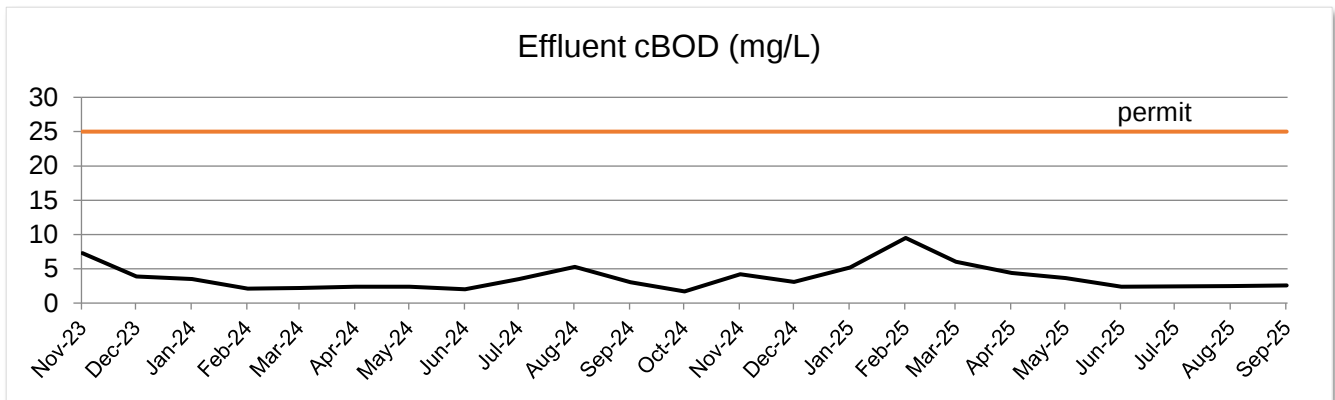
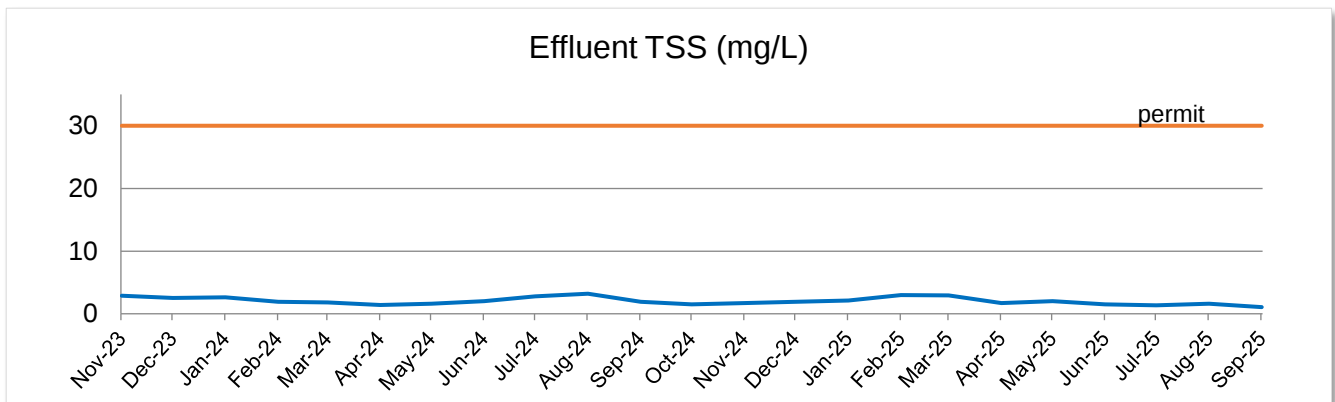
	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	4.3
TSS (Tons/day)	162	33.1
TSS Peak (Tons/Day)	284	118.8



	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	5.8
cBOD (lbs/Day)	41,300	28,849
Peak cBOD (lbs/Day)	57,350	42,675
Zinc-weekly (ug/L)	418	160
% GRPUC		30.0%



Effluent	Permit Limits (monthly AVG)	Actual Results
TSS (mg/L) – monthly average	30	1.1
cBOD (mg/L) – monthly average	25	2.6
Dissolved Oxygen (mg/L)	>1.0	6.7



Sludge Landfill Operations

- 0.32 million gallons of leachate were hauled last month
- 4092 cubic yards of sludge solids were hauled to the landfill

