



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, September 23, 2026

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, September 23, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the August 10, 2026 Special Meeting and the August 26, 2026 Special Work Session and Regular Meeting Minutes.

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,957,102.68 in verified claims for September 2026.

COMMISSION REPORTS:

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

3. Consider a motion to ratify Ordering Document US-22401761 with Oracle in the amount of \$13,889.00 to update the mapping for the NS4G employer-paid expense accounts.

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. Consider a motion to confirm the hiring of Emma Braford as a temporary, part-time GIS Technician Intern.
5. Operations & Capital Updates

CONTRACTS:

6. Consider a motion to approve the fourth amendment to the antenna lease agreement with AT&T for the north water tower and authorize the General Manager to sign the contract.

7. Consider a motion to approve the procurement contract with Cannon Technologies Inc. (Eaton) for the purchase of 200 RF Gen 2 Water Nodes in the amount of \$32,240 and allow the General Manager to sign the contract.

REPORTS:

8. Monthly Report

ADJOURNMENT:

The next Work Session is scheduled for Wednesday, October 14, 2026 at 3:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, October 28, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
SPECIAL MEETING
MEETING MINUTES**

Monday, August 10, 2026

2:30 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Special Meeting of the Grand Rapids Public Utilities Commission will be held on Monday, August 10, 2026 at 2:30 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

Secretary Luke Francisco called the meeting to order at 2:34 PM.

CALL OF ROLL:

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

ABSENT: President Tom Stanley, Commissioner Nancy Saxhaug with notice.

OTHERS: Steve Mattson, Michael LeClaire, Taylor Bird, Jean Lane and Eric Smedsrud

BUSINESS:

1. Presentation by Clifton Larson Allen LLP (CLA) on the 2025 financial audit.

Eric Smedsrud from Clifton Larson Allen LLP presented on the 2025 financial audit.

2. Consider a motion to adopt Resolution No. 08-10-26-06 accepting the 2025 audited annual comprehensive financial statements and related auditor's letters.

Motion made by Council Representative Blake, Seconded by Commissioner Smith to adopt Resolution No. 08-10-26-06 accepting the 2025 audited annual comprehensive financial statements and related auditor's letters.

Voting Yea: Secretary Francisco, Commissioner Smith, Council Representative Blake

ADJOURNMENT:

There being no further business, the meeting adjourned at 3:29PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
SPECIAL WORK SESSION
MEETING MINUTES**

Wednesday, August 26, 2026

3:15 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Work Session Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, August 26, 2026 at 3:15 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

President Stanley called the meeting to order at 3:16 PM.

CALL OF ROLL:

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

ABSENT: Secretary Luke Francisco with notice.

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

BUSINESS:

1. Discussion on organizational restructuring

Staff and Commission members discussed the organizational restructuring.

ADJOURNMENT:

There being no further business, the meeting adjourned at 4:20 PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING MINUTES

Wednesday, August 26, 2026

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, August 26, 2026 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

President Stanley called the meeting to order at 4:22 PM.

CALL OF ROLL:

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

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

PUBLIC FORUM:

No one from the public was present.

APPROVAL OF MINUTES:

1. Consider a motion to approve the July 8, 2026 Work Session, the July 15, 2026 Closed Meeting and the July 22, 2026 Regular Meeting Minutes.

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the July 8, 2026 Work Session, the July 15, 2026 Closed Meeting and the July 22, 2026 Regular Meeting Minutes.

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

VERIFIED CLAIMS:

2. Consider a motion to approve \$575,595.79 in verified claims for August 2026.

Motion made by Commissioner Smith, Seconded by Secretary Francisco to approve \$575,595.79 in verified claims for August 2026.

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

COMMISSION REPORTS:

None.

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

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the consent agenda as presented.

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

3. Consider a motion to confirm filling the Electrician position with the preferred candidate, Mr. Logan Anderson.

Approved on consent agenda.

4. Consider a motion to ratify the quote with Emergent Software for email and collaboration platform licensing in the amount of \$23,992.80.

Approved on consent agenda.

5. Consider a motion to ratify Ordering Document US-21967838 with Oracle in the amount of \$18,128 for the NSPB Phase II design.

Approved on consent agenda.

6. Consider a motion to approve the Amended and Restated Facility Study Agreement with Minnesota Power for the Tioga Substation Expansion Project (ELCP5038), including a \$10,000 change order to complete the final project deliverable.

Approved on consent agenda.

7. Consider a motion to approve Change Orders 1 and 2 with Castrejon Inc for the 12th & 14th Avenue Project (ELCP5043) for a net increase of \$70 to the project contract.

Approved on consent agenda.

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

Motion made by Commissioner Smith, Seconded by Council Representative Blake to approve the regular agenda as presented.

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

OPERATIONS & CAPITAL BUSINESS:

8. Operations & Capital Updates

GRPU staff presented the Operations & Capital Updates.

9. Consider a motion to confirm the resignation of Water-Wastewater Manager Steve Mattson, approve the Operations Manager job description and authorize staff to begin recruitment.

Motion made by Secretary Francisco, Seconded by Commissioner Smith to confirm the resignation of Water-Wastewater Manager Steve Mattson, approve the Operations Manager job description and authorize staff to begin recruitment.

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

10. Consider a motion to confirm the hiring of Mark Saunders as a temporary part-time WWTP Laboratory Technician.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to confirm the hiring of Mark Saunders as a temporary part-time WWTP Laboratory Technician.

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

CONTRACTS:

11. Consider a motion to approve the Scope of Work with HDR Engineering for an amount not to exceed \$106,059 for the Electric System Study and authorize the General Manager to sign the Agreement.

Motion made by Commissioner Smith, Seconded by Council Representative Blake to approve the Scope of Work with HDR Engineering for an amount not to exceed \$106,059 for the Electric System Study and authorize the General Manager to sign the Agreement.

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

12. Consider a motion to approve Change Order 1 with ABM Equipment in the amount of \$39,009 for the Electric Utility Bucket Truck (ELCP5039) and authorize the General Manager to sign the Change Order.

Motion made by Council Representative Blake, Seconded by Commissioner Smith to approve Change Order 1 with ABM Equipment in the amount of \$39,009 for the Electric Utility Bucket Truck (ELCP5039) and authorize the General Manager to sign the Change Order.

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

13. Consider a motion to approve the procurement contract with TNT Construction Group for the emergency repair of sanitary main on Highway 2 in the west end of Grand Rapids for \$59,437.20 and allow the General Manager to sign the contract.

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the procurement contract with TNT Construction Group for the emergency repair of sanitary main on Highway 2 in the west end of Grand Rapids for \$59,437.20 and allow the General Manager to sign the contract.

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

14. Consider a motion to approve the procurement contract with TNT Construction Group for replacing eight fire hydrants throughout Grand Rapids for \$86,575 and allow the General Manager to sign the contract.

Motion made by Council Representative Blake, Seconded by Commissioner Smith to approve the procurement contract with TNT Construction Group for replacing eight fire hydrants throughout Grand Rapids for \$86,575 and allow the General Manager to sign the contract.

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

REPORTS:

15. Monthly Reports

Reviewed the GRPU Monthly Reports.

ADJOURNMENT:

There being no further business, the meeting adjourned at 4:53 PM.

Respectfully submitted,

Megan Sjostrand

Megan Sjostrand



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 23, 2026

AGENDA ITEM: Consider a motion to approve \$1,957,102.68 in verified claims for September 2026.

PREPARED BY: Taylor Bird, Finance Manager

BACKGROUND:

See attached check registers:

Bill list:	\$1,371,118.00
Bill payments with prior approval:	\$585,984.68
Total	\$1,957,102.68

RECOMMENDATION:

Approve \$1,957,102.68 in verified claims for September 2026.

Grand Rapids Public Utilities

Meeting Date: 9/23/26

GRPU: Bill List

Item 2.

PUC Meeting Identifier	Vendor	Vendor Name	Payment Amount
Commission Meeting	Emergent Software LLC	Emergent Software LLC	23,999.90
Commission Meeting	MN Power	MN Power	1,323,577.13
Commission Meeting	Temporary Vendor- Rebates	Gary Bales	1,000.00
Commission Meeting	Temporary Vendor- Rebates	Barbara Rydberg	35.00
Commission Meeting	Temporary Vendor- Rebates	Grace House	1,868.43
Commission Meeting	Temporary Vendor- Rebates	Audrey Maass	250.00
Commission Meeting	Temporary Vendor- Rebates	Foxhaven LLC	17,507.48
Commission Meeting	Temporary Vendor- Rebates	Sally Niemi	1,000.00
Commission Meeting	Temporary Vendor- Rebates	Kristi Kleffman	100.00
Commission Meeting	Temporary Vendor- Rebates	Dakota Supply Group	1,780.06
Total			1,371,118.00

Grand Rapids Public Utilities
Meeting Date: 9/23/26
Checks/EFT/Auto: 9/4/26-9/17/26
PUC: Billy Payments w/ Prior Approval

Item 2.

PUC Meeting Identifier	Name	Sum of Bill Amount
Prior Approval	V00039 Enterprise FM Trust	22,483.75
Prior Approval	V00048 Emergent Software LLC	22,088.00
Prior Approval	V00122 RMB Environmental Laboratories Incorporated	1,439.60
Prior Approval	V00161 MN Department of Revenue (Payroll)	5,266.90
Prior Approval	V00184 Rob's Bobcat	81,100.00
Prior Approval	V00317 Bemidji Steel Company Incorporated	1,165.12
Prior Approval	V00372 Climate Makers Incorporated	1,346.71
Prior Approval	V00396 UNUM Life Insurance Company of America	7,293.98
Prior Approval	V00420 Cooperative Response Center Incorporated	2,340.78
Prior Approval	V00428 Central McGowan	1,101.15
Prior Approval	V00965 Northeast Service Cooperative	78,516.80
Prior Approval	V01144 Gopher State One Call	260.55
Prior Approval	V01159 Hawkins Water Treatment Group	7,522.15
Prior Approval	V01173 Sandstrom's Incorporated	444.33
Prior Approval	V01194 Waste Management of WI MN	3,651.87
Prior Approval	V01298 Postage By Phone System	5,000.00
Prior Approval	V01353 Viking Electric Supply Incorporated	163.45
Prior Approval	V01549 Pitney Bowes	49.78
Prior Approval	V01550 Public Employees Retirement Association	17,865.09
Prior Approval	V01639 League of MN Cities	152,544.00
Prior Approval	V01658 USA Bluebook	111.47
Prior Approval	V01699 MN Municipal Utilities Association	9,140.00
Prior Approval	V01900 MN Child Support Payment Center	446.70
Prior Approval	V01916 Davis Petroleum	2,489.34
Prior Approval	V01919 MN Department of Labor & Industry	25.00
Prior Approval	V02342 UPS	130.13
Prior Approval	V02429 Compass Minerals	5,461.99
Prior Approval	V02578 WEX Health	1,123.75
Prior Approval	V02585 NCPERS Group Life Insurance	80.00
Prior Approval	V02599 Xerox Corporation	153.76
Prior Approval	V02700 Internal Revenue Service (Payroll)	30,252.16
Prior Approval	V02790 Customer Refunds Utility Accounts	698.09
Prior Approval	V02850 McMaster Carr	2,495.24
Prior Approval	V02892 Radtke James	12,178.40
Prior Approval	V02985 Water Conservation Service Incorporated	2,075.93
Prior Approval	V03113 CliftonLarsonAllen LLP	17,850.00
Prior Approval	V03166 Grainger	1,517.29
Prior Approval	V03201 Idexx Laboratories Inc	1,538.46
Prior Approval	V03330 SEH	722.94
Prior Approval	V03671 City of Grand Rapids	73,965.04
Prior Approval	V04340 Fastenal Company	1,143.45
Prior Approval	V04434 Voya Institutional Trust Company	10,741.53
Checks Previously Approved **		0.00
Prior Approval Checks/EFT/Auto to be approved		585,984.68
Total Prior Approvals		585,984.68



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 23, 2026

AGENDA ITEM: Consider a motion to ratify Ordering Document US-22401761 with Oracle in the amount of \$13,889.00 to update the mapping for the NS4G employer-paid expense accounts.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

The current NS4G employer-paid expense account setup has been functional; however, after a year of use, it has become clear that targeted updates would make the process much more efficient. This is the first phase of a planned two-phase process, with both phases scheduled for completion by year-end.

By aligning employer-paid expense accounts with the project wage allocation process, we will significantly increase efficiency in payroll benefits processing and reduce manual work and errors. This change will also enable comprehensive budget-to-actual reporting for projects, ensuring all related expenses are accurately captured and supporting better financial oversight.

The anticipated payback for these expenses should be recaptured within six months of implementation.

RECOMMENDATION:

Ratify Ordering Document US-22401761 with Oracle in the amount of \$13,889.00 to update the mapping for the NS4G employer-paid expense accounts.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 23, 2026

AGENDA ITEM: Consider a motion to confirm the hiring of Emma Braford as a temporary, part-time GIS Technician Intern.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

The temporary part-time GIS Technician Intern will provide GIS support to Grand Rapids Public Utilities under the supervision of the Information Systems Manager. Employment is expected to begin on or around October 1, 2026, and continue through September 30, 2027.

Attached is the Scope of Services outlining the work to be performed by Emma Braford as a temporary, part-time GIS Technician Intern. Emma will assist with Electric Utility Network schema modifications, field edit updates, and data collection; the maintenance and development of web maps and applications; the development and implementation of programming rules within the ArcGIS environment; and field data collection and updates to GRPU's GIS utility databases.

The rate of pay will be \$25.00 per hour for up to 14 hours per week. This position is classified as a temporary, part-time, non-exempt position. The position does not qualify for holiday pay, PTO, PERA, Deferred Compensation, or medical, dental, and life insurance benefits. The position is eligible for ESST.

RECOMMENDATION:

Approve motion to confirm the hiring of Emma Braford as a temporary, part-time GIS Technician Intern.

**Grand Rapids Public Utilities
Scope of Services with Emma Braford
GIS Technician Intern**

Term:	Employment is expected to begin on or around October 1, 2026, with completion of services expected on September 30, 2027.
Employment Status:	Employee is considered a part-time temporary employee of Grand Rapids Public Utilities Commission (GRPUC). The FLSA classification is non-exempt.
Services Provided:	Under the supervision of the Information Systems Manager, provide GIS support and services, including the following duties: • Assist with schema modifications, field edit updates, and data collection for the Electric Utility Network to support electric utility data distribution and fuse coordination. • Assist with the modification, maintenance, and development of web maps and applications to improve utility operational efficiencies, data accessibility, and analysis. • Assist with the development and implementation of programming rules within the ArcGIS environment to enhance data quality, consistency, and quality control of utility field edits. • Assist with field data collection and updates to GIS utility databases to maintain the accuracy, completeness, and reliability of organizational mapping and utility network data.
Record of Time:	Time worked will be recorded and submitted to payroll. Time worked will be approved by the Information Systems Manager.
Payment:	The rate of pay will be \$25 per hour for up to 14 hours per week.
Benefits:	This position does not qualify for holiday pay, PTO, PERA or Deferred Compensation. This position will not qualify for or receive medical, dental, and life insurance. This position is eligible for ESST.
Payment Method:	Employee will be paid bi-weekly as defined in the GRPUC Personnel Policies.
Expenses:	The employee shall be reimbursed for approved expenses related to the work being requested.
Additional Items:	This scope of services document is not an all-inclusive list. The employee is expected to follow GRPU Personnel Policies.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 23, 2026

AGENDA ITEM: Operations & Capital Updates

PREPARED BY: GRPU Staff

BACKGROUND:

GRPU Operating & Capital Updates

RECOMMENDATION:

None. Review Only.

Grand Rapids Public Utilities

September 23, 2026

Operational and Capital Updates

GRPU Management Team



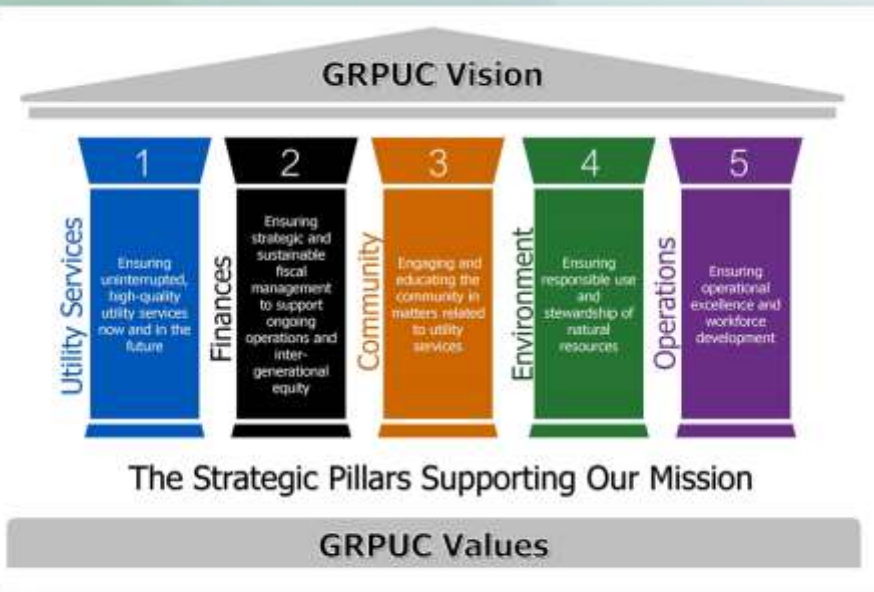


MISSION VISION VALUES

Item 5.

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

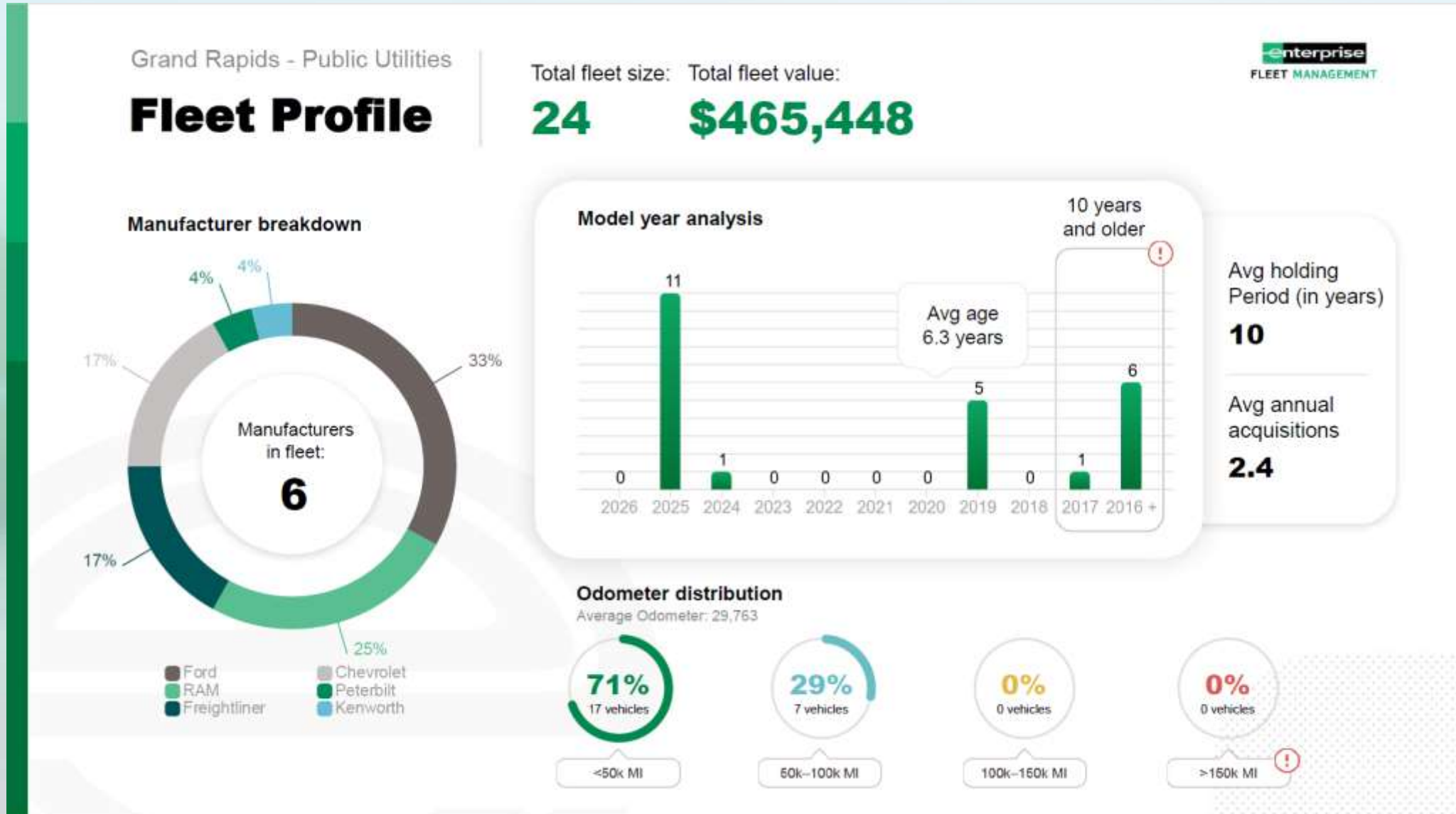
We openly share information and decision-making processes, promoting informed community involvement.



Strategic and Sustainable Fiscal Management (FM)

Item 5.

Operations: Enterprise Fleet Analysis by Taylor Bird





Strategic and Sustainable Fiscal Management (FM)

Item 5.

Operations: Enterprise Fleet Analysis by Taylor Bird





Strategic and Sustainable Fiscal Management (FM)

Item 5.

Operations: Enterprise Fleet Analysis by Taylor Bird

Grand Rapids - Public Utilities – Partnership Insights



Current Equity Position - \$10,352.16

Equity on Flagged Vehicles \$27,500.00

24 vehicles in fleet

Owned Leased



KEY OBSERVATIONS

*Maintenance decreased by 34% based on your 2025 data

*Original Analysis was off of 16 vehicles, now showing 24 vehicles total

*EFM has sold 8 vehicles thus far for \$96,404 vs. \$101,000 estimated off 12 (\$2,400 higher per vehicle)

*Average fuel price per gallon increased 29%, but due to better MPG overall fuel has decreased even with a larger fleet

*Vehicle price increase was based off of make/model selection and overall industry price increase

Vehicle Type	Quantity	Avg Age	Avg Miles Per Year
TRUCK	22	6.5	0
CAR	2	4.0	0
VAN	0	0.0	0
SUV	0	0.0	0
Totals/Averages:	24	5.4	4,533

2023 compared to 2026

16 vehicles	Total vehicles in fleet	24 vehicles	↑
11 years	Average Age	5 years	↓
62,700 mi	Average Odometer	29,763 mi	↓
5,700 mi	Avg Miles Per Year	4,533 mi	↓
12 mpg	Average MPG	22 mpg	↑
16 years	Holding Period	5 years	↓
\$38,561	Average Delivered Price	\$45,396	↑
\$	Average Resale	\$20,654	
80 mT	C02 Emissions (mT)	44 mT	↓



Strategic and Sustainable Fiscal Management (FM)

Item 5.

Operations: Enterprise Fleet Analysis by Taylor Bird

Enterprise Fleet – Procurement Cycle

- Vehicle bids are typically released mid-year (approximately July) for the following model-year vehicle
- GRPU will budget the year in advance for planned vehicle replacements
 - Example: Budget in 2027 for a 2028 model-year vehicle
- Finalize vehicle selection and pricing once bids are available late summer/early fall
- Target delivery: Winter 2027/2028 for 2028 model-year vehicles

Recommended 2027 Fleet Activity

- Replace one truck (Electrician)
- Existing truck will be sold/removed from the fleet
- New 2028 model truck purchase to be included in the 2027 budget

Engaging and Educating the Community (EC)

Item 5.

Operations: Tall Timber Days by Julie Kennedy

- GRPU participated in the 2026 Tall Timber Days Parade
- 6 GRPU employees participated, along with 28 family members and friends
- Handed out candy, fruit snacks, Goldfish crackers, and glow sticks along the parade route
- A fun opportunity for employees and their families to connect with the community and represent GRPU
- Thank you to everyone who participated and helped make the day a success!



Engaging and Educating the Community (EC)

Item 5.

Operations: Caring Fund by Julie Kennedy

Customers can choose to **round up their monthly GRPU payment to the next whole dollar.**

The rounded-up amount is donated to the **Caring Fund**, administered by the Grand Rapids Area Community Foundation.

It's an easy **neighbor-to-neighbor way to help**—often just a few cents at a time.

Sign up through the **Programs** page on the GRPU website.

Learn more at www.grpuc.org or visit us on Facebook



Grand Rapids Public Utilities Commission (GRPUC) has partnered with the Grand Rapids Area Community Foundation to help our neighbors in need. When you choose to round your bill up to the next dollar, GRPUC donates that difference to **GRPUC Caring Fund** at the Grand Rapids Area Community Foundation. All of the Caring Fund donations will be used for your neighbors in utility crisis by providing small grants for emergency needs. *While each donation is less than a dollar, when we share a little, we make a big difference in our local community.*

This is not an automatic program. You must sign up to be part of this neighbor-to-neighbor solution. You may complete the back of the card and return it with your bill, or complete a form available at www.grpuc.org. For more information, call: 218-326-7024.



Use and Stewardship of the Natural Environment (NE)

Item 5.

Capital: Project Close Out: Landfill Cover Project by Julie Kennedy

Description: Phase 1-4, Kettle D is a closed landfill that is in the post-closure care period. Leachate generation from this closed landfill currently averages around 3 truck loads per day and should be closer to 15 truck loads per year.

Purpose: The new geosynthetic membrane cover will drastically reduce leachate generation which is required to exit post-closure care period.

Success: The new cover will reduce leachate generation requiring less management in the future, allow the landfill to exit post-closure care, and provide operation flexibility in the WWTP staffing schedule.



Close Out Phase: Final Budget to Actual						
Dept	Project #	Strategic Goal	Status	Consultant / Contractor	Internal Labor	Total Project
485	WTCP8505	NE-1	Budget	\$2,580,350	\$19,650	\$2,600,000
			Actual	\$1,488,883	\$19,472	\$1,508,355
			Budget to Actual	58%	99%	58%

Operations: August Safety Summary by Julie Kennedy

Safety Topic This Month:

Safety Brad trained required employees on Job Briefings and Tailgates on September 16

Safety Committee Program Review This Month:

The Safety Committee met on September 17 and reviewed Job Briefings and Tailgates

Incidents Reported last Month by Department: (thru August workdays)

Administration: None

Business Services: None

Electric: None

Water-Wastewater: One

Cumulative Incidents for 2026

Recordable Incidents	2
Lost Time Days 2026	0
Restricted Days 2026	0
First Aid Only (not recordable)	0

Total FROI 2

Recordable Incident 5-year History

	2022	2023	2024	2025	2026
ADMIN	0	0	0	0	0
BUS SVCS	0	1	0	0	0
ELEC	0	0	1	0	0
W-WW	0	0	0	0	2
TOTAL	0	1	1	0	2

Grand Rapids Public Utilities

Upcoming Commission Meetings

Work Session: October 14, 2026

Regular Meeting: October 28, 2026





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 23, 2026

AGENDA ITEM: Consider a motion to approve the fourth amendment to the antenna lease agreement with AT&T for the north water tower and authorize the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

The previous antenna lease agreement with AT&T expires in 2029 and therefore, this amendment extends the lease beyond that expiration for five years with an additional 5-year extension term.

The lease agreement includes the standard GRPU antenna lease language and terms of a five-year lease with a five-year renewal term.

GRPU attorney Roy Christensen at Johnson, Killen & Seiler, P.A i.e. Duluth Law assisted in the drafting and negotiation of the agreement.

RECOMMENDATION:

Approve a motion to approve the fourth amendment to the antenna lease agreement with AT&T for the north water tower and authorize the General Manager to sign the contract.

Market: ND / SD / NE / MN / IA
Cell Site Number: MNL05087
Cell Site Name: Grand Rapids DT
Fixed Asset Number: 10125043

FOURTH AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER

THIS FOURTH AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER (“**Fourth Amendment**”) dated as of the latter signature date below (the “**Effective Date**”) is by and between Grand Rapids Public Utilities Commission, State of Minnesota, having a mailing address at 500 Southeast 4th Street, Grand Rapids, MN 55744 (“**GRPUC**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, GRPUC and Lessee (or its affiliate or predecessor-in-interest) entered into a Lease for Communications Facility and Limited Use of Water Tower dated November 10, 2004, as amended by First Amendment to Lease for Communications Facility and Limited Use of Water Tower dated August 26, 2010, as further amended by Second Amendment to Lease for Communications Facility and Limited Use of Work Tower dated November 18, 2013, as further amended by Third Amendment to Lease for Communications Facility and Limited Use of Water Tower dated July 13, 2022, whereby GRPUC leased to Lessee certain Site, therein described, that are a portion of the Property located at 936 Northwest 6th Avenue, Grand Rapids, MN 55744 (collectively, the “**Agreement**”); and

WHEREAS, the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, GRPUC and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, GRPUC and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRPUC and Lessee agree as follows:

1. **Renewal Term.** The remaining Term of the Agreement shall expire on November 30, 2029. Thereafter, on the condition that Lessee is not then in default of the Agreement, beyond applicable notice and cure periods, the Term of the Agreement will automatically renew for a term of five (5) years (“**2029 Renewal**”) upon the same terms and conditions of the Agreement, unless Lessee notifies GRPUC in writing of Lessee’s intention not to renew the Agreement at least

sixty (60) days prior to the expiration of the existing Term. If Lessee proceeds with the 2029 Renewal, effective December 1, 2029, Lessee will thereafter have one (1) single five (5) year option to renew the Agreement, exercisable in the year 2034, under the same terms as set forth in this paragraph for the 2029 Renewal.

2. Acknowledgement. GRPUC acknowledges that: 1) this Fourth Amendment is entered into of the GRPUC's free will and volition; 2) GRPUC has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding GRPUC's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of this Fourth Amendment; 3) GRPUC has been advised and is informed that should GRPUC not enter into this Fourth Amendment, the underlying Agreement between GRPUC and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

3. Notices. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: MNL05087; Cell Site Name: Grand Rapids DT (MN)
 Fixed Asset #: 10125043
 208 S. Akard Street
 Dallas, TX 75202-4206

For Notices of Default to GRPUC:

- a) To GRPUC's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Grand Rapids Public Utilities Commission, State of Minnesota
 500 Southeast 4th Street
 Grand Rapids, MN 55744

All other Notices will be sent:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be

sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

4. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be effective as of the last date written below.

GRPUC:

Grand Rapids Public Utilities Commission,
State of Minnesota

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

Signed by:
By: Andy Sackreiter
A81F16371FC141C...

Print Name: Andy Sackreiter

Its: Director

Date: 8/27/2026

Attachment 1
Memorandum of Agreement



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 23, 2026

AGENDA ITEM: Consider a motion to approve the procurement contract with Cannon Technologies Inc. (Eaton) for the purchase of 200 RF Gen 2 Water Nodes in the amount of \$32,240 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 \$36,000. \$0 has been spent to date.

RF Gen 2 Water Nodes are advanced radio-frequency communication devices installed on water meters to automatically collect and transmit meter readings to the GRPU advanced metering infrastructure (AMI) system. Their purpose is to provide accurate, reliable water consumption data without manual meter reading and improve billing efficiency.

Many of the Gen 1 water nodes are reaching the end of battery life. Batteries are not replaceable and must be replaced with Gen 2 devices.

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 Cannon Technologies Inc. (Eaton) for the purchase of 200 RF Gen 2 Water Nodes in the amount of \$32,240 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 Eaton/Cannon Technologies Inc, an industrial automation company, located at 3033 Campus Drive-Suite 350N, Minneapolis, MN 55441 (“**Distributor**”). GRPUC and Distributor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received a quotation from a Distributor for 200 RF Gen 2 water nodes.

B. Distributor 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 8/26/2026 The Distributor must not begin work under this Contract until this Contract is fully executed and the Distributor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is 2/28/2027 or until all of Distributor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Distributor’s Duties

2.1 The Distributor shall: Provide 200 RF Gen 2 water nodes with the standard 5 ft cable.

(The services (if any) to be provided by Distributor to GRPUC are referred to as the “**Services**.” The goods (if any) to be provided by Distributor to GRPUC are referred to as the “**Goods**.”). Distributor’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 Distributor. 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. Distributor 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 Distributor 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 Distributor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Distributor, 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 Distributor 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. Distributor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Distributor 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 Distributor.
- 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 Distributor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Distributor 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 Distributor 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, Distributor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Distributor will be responsible for the acts, omissions, work, materials, and equipment of its employees, sub-Distributors, and agents and any other person, directly or indirectly, employed by any of them.
- 2.7 Distributor shall cooperate fully with GRPUC, other GRPUC Distributors, 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 Distributor 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 Distributor, 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 Distributor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, sub-Distributors, and invitees. Distributor 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 Distributor is responsible for the handling and distribution of its own tools, equipment, and materials. Distributor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Distributor 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.

3. Representations and Warranties

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Distributor 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 Distributor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.
- 3.3 Distributor 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 Distributor to its terms.
- 3.4 Distributor warrants that at the time GRPUC accepts the Goods: (A) Distributor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance ("Encumbrance"). Distributor warrants to GRPUC that the products provided under this Agreement will be free from defects in material and workmanship when used in accordance with Distributor's operating instructions. Distributor will, if given prompt notice by GRPUC, correct, by repair or replacement at Distributor's option, any defect that appears under proper and normal use of the purchased products within one (1) year after installation of the products, but not exceeding eighteen (18) months from date of shipment. In addition, Distributor warrants that for twenty (20) years from the date of shipment, water node batteries, under standard operating profile (24 hour Reporting Interval, 1 hour Recording Interval), shall be free of defect. GRPUC's exclusive remedy during the initial ten (10) years from date of shipment ("free replacement period") shall be to receive a replacement battery unit and for years 11-20, receive a replacement battery unit at a prorated purchase price. The furnishing of warranty repairs or

replacement will not extend the original warranty period. Distributor will not be liable for the following costs relating to the products to be repaired or replaced: (a) removal; (b) reinstallation; (c) transportation to Distributor's facilities; or (d) any other cost incidental to the foregoing. However, Distributor will pay for transportation of repaired or replaced products from Distributor's facilities to GRPUC's facilities.

3.5 Distributor warrants to GRPUC that the services provided under this Agreement will be free from material errors and from defects in workmanship, for a period of one year after the provision of the service at issue. Distributor, if given prompt notice by GRPUC, will, at its option, re-perform the services at issue or refund the purchase price of the services at issue. The options under this limited warranty are GRPUC's sole and exclusive remedy for failure of the products or services provided under this Agreement to be as warranted.

3.6 EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE AND IN SECTION 7.4.2 OF THE CONTRACT TERMS IN EXHIBIT A, DISTRIBUTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. DISTRIBUTOR'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES AT ISSUE. IN NO EVENT SHALL DISTRIBUTOR BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS OR FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE.

3.7 Distributor has all risk of loss until delivery of the Goods.

4. Time

The Distributor 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 Distributor under this Contract as follows:

5.1.1 Compensation. The Distributor will be paid Thirty-Two Thousand Two Hundred Forty Dollars (\$32,240.00) in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty-Two Thousand Two Hundred Forty Dollars (\$32,240.00)

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Distributor after the Distributor 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**.

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

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Distributor's performance.

Distributor's Authorized Representative is Jill Skarsten at the following business address: 3033 Campus Drive-Suite 350N, Minneapolis, MN 55441 and the following telephone number: 763-543-7685 or his/her successor. If the Distributor's Authorized Representative changes at any time during this Contract, the Distributor must immediately notify GRPUC.

7. Limitation of Liability

THE REMEDIES OF THE GRPUC SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF DISTRIBUTOR TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL DISTRIBUTOR BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF GRPUC OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF DISTRIBUTOR ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED. THE FOREGOING LIABILITY LIMITATIONS SHALL NOT APPLY TO DISTRIBUTOR'S FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT.

8. 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]

Eaton/Cannon Technologies Inc.
Signed by:
By: Jason Mikulski
CUZA58FCCC834AB...
Print Name: Jason Mikulski

Title: GM & Sr. PLM-Smart Grid

Date: 16-Sep-26 | 14:48 PDT

Grand Rapids Public Utilities Commission

By: _____
Print Name: Julie A. Kennedy

Title: General Manager

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

- 1.1 Prompt Payment. GRPUC will pay the Distributor 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 Distributor in advance in its sole discretion.

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

- 1.2 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.

2. Termination.

- 2.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to the Distributor. Upon termination for convenience, the Distributor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and delivered.
- 2.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days' written notice to Distributor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.
- 2.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.
- 2.4 Effect of Termination. Upon receipt of any notice of termination Distributor 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 Distributor as a result of any termination.
- 2.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC's request, Distributor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

3. Force Majeure.

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

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

4. Confidentiality.

In connection with Distributor's provision of the Goods and Services under this Contract ("**Purpose**") GRPUC may disclose to Distributor, or Distributor may otherwise receive access to, confidential or proprietary information of GRPUC ("**Confidential Information**"). Distributor 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. Distributor 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. Distributor shall promptly notify GRPUC of any unauthorized use or disclosure of Confidential Information and cooperate with GRPUC to prevent further use or disclosure. Distributor will be responsible for any breach of this paragraph caused by its Representatives. If Distributor is required by law or court order to disclose Confidential Information, Distributor 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. Distributor 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 Distributor will furnish only that portion of the Confidential Information which Distributor is advised by Distributor's legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("**MGDPA**").

5. Indemnification.

5.1 Distributor shall indemnify, defend, and hold harmless GRPUC, GRPUC's agents and employees from and against and in respect to any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, losses, damages, fines, penalties, fees, and any expense whatsoever and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought against GRPUC arising out of bodily injury, death, or property damage, including damage to either tangible or intangible property, including the loss of use thereof, to the extent arising out of the Distributor, or Distributor's subcontractor's negligent acts or omissions, violation of any federal, state, or local law, rule, or regulation, unauthorized disclosure of confidential information, infringement of any third party intellectual property right by any software, intellectual property, equipment, materials, supplies, installation methods used in the work or the system or the use thereof by GRPUC, hereinafter referred to as "Liabilities" to the extent that such Liabilities were caused in whole or in part by the acts, errors, or omissions of any Distributor, its agents, employees, Subcontractors or others for whom Distributor is responsible, arising out of, in connection with, or as a result of the performance and furnishings of the work or other services performed by Distributor or any Subcontractor on behalf of GRPUC.

- 5.2 GRPUC agrees that it will give written notice to Distributor of any Liabilities asserted against Distributor for which GRPUC believes Distributor is responsible for indemnification, in whole or in part. Upon receipt of such written notice, Distributor shall defend at its own expense, with either counsel of its choosing, but reasonably acceptable to GRPUC, or GRPUC's selected counsel, any suit, claim or action brought against any GRPUC Party based upon such Liabilities.
- 5.3 Distributor agrees that it maintains Insurance ("Insurance") for purposes of insuring against loss as a result of Liabilities caused in whole or in part Distributor; such insurance coverage is acknowledged to comply with the requirements as designated in Exhibit B (Insurance Requirements). Distributor understands and agrees and further warrants and represents to GRPUC that, notwithstanding any other provision to the contrary herein contained, Distributor's Liability for any and all losses, whether to GRPUC or to third parties, resulting from any Liabilities caused in whole or in part by Distributor's negligence shall not be limited to the amount of any insurance proceeds payable to or on behalf of Distributor under such Insurance, and Distributor agrees to immediately indemnify and hold GRPUC harmless for any and all such Liability in excess of such insurance proceeds.
- 5.4 The requirements of this Section shall survive the termination of this Agreement.

6. Government Data Practices.

The Distributor 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 Distributor 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 Distributor or GRPUC.

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

7. Intellectual Property Rights.

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

7.1.1 "**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 Distributor, its employees, agents, or sub-Distributors, in the performance of this Contract.

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

7.1.3 "**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 Distributor, its employees, agents, and sub-Distributors, either individually or jointly with others in the performance of this Contract. **“Works”** includes Documents.

7.2 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 Distributor 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 Distributor assigns all right, title, and interest it may have in the Works and the Documents to GRPUC. The Distributor 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.

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

7.4 Obligations.

7.4.1 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 Distributor, including its employees and sub-Distributors, in the performance of this Contract, the Distributor 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.

7.4.2 Representation. The Distributor 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 Distributor nor its employees, agents, or sub-Distributors retain any interest in and to the Works and Documents. The Distributor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

7.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Distributor will indemnify, defend, and hold harmless GRPUC, at the Distributor’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 Distributor 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 Distributor’s or GRPUC’s opinion is likely to arise, the Distributor 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.]

8. Copyright.

The Distributor 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 non-patented invention, article or appliance furnished or used in the performance of the Contract.

9. GRPUC Audits.

The Distributor'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, Distributor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

10. Publicity and Endorsement.

10.1 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 Distributor individually or jointly with others, or any sub-Distributors, with respect to the Goods or Services provided resulting from this Contract.

10.2 Endorsement. The Distributor must not claim that GRPUC endorses its products or services.

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

Distributor 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. Distributor's certification is a material representation upon which the Contract award was based. Distributor 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.

12. Equal Employment, Nondiscrimination, and Affirmative Action.

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

13. General / Miscellaneous.

13.1 Observance of GRPUC Policies. When Distributor'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.

13.2 Independent Distributor. It is understood and agreed that in providing the Goods and Services hereunder, Distributor shall act in the capacity of an independent Distributor and not as an employee, partner, joint venturer, or agent of GRPUC. Distributor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of GRPUC for any purpose whatsoever. Distributor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and Distributors 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 Distributors. Distributor acknowledges that as an independent Distributor, neither it nor any of its employees or Distributors shall be eligible for any GRPUC employee benefits, including, but not limited to, vacation, sick, medical or dental insurance, or pension benefits.

13.3 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.

13.4 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.

13.5 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

Distributor
Address:
3033 Campus Drive-Suite 350N
Minneapolis, MN 55441
Attn: Jill Skarsten
Email: easinternalsales@eaton.com

13.6 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.

13.7 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.

13.8 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.

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

13.10 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.

13.11 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.

13.12 Survival. The obligations of Distributor 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 B: Insurance Requirements**14. Notice to Distributor.**

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

1 Notice to Insurer.

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

14.3 The failure of the Distributor 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 Distributor to provide such insurance.

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

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

15. Additional Insurance Conditions. The following apply to the Distributor, or the Distributor's sub-Distributor:

15.1 Distributor'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 Distributor's performance under this Contract.

15.2 If Distributor receives a cancellation notice from an insurance carrier affording coverage herein, Distributor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Distributor'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.

15.3 Distributor is responsible for payment of Contract-related insurance premiums and deductibles.

15.4 If Distributor is self-insured, a Certificate of Self-Insurance must be attached.

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

15.6 Distributor'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.

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

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

16.1 **Commercial General Liability Insurance.** Distributor 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 Distributor or by a sub-Distributor or by anyone directly or indirectly employed by the Distributor under the contract. Insurance minimum limits are as follows:

\$1,500,000 – per occurrence

\$1,500,000– annual aggregate

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

The following coverages shall be included:

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

16.2 Commercial Automobile Liability Insurance. Distributor 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 Distributor will require the sub-Distributor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

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

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

Evidence of Sub-Distributor insurance shall be filed with the Distributor.

16.3 Workers' Compensation Insurance. Except as provided below, Distributor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Distributor will require the sub-Distributor 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 Distributor from Workers' Compensation insurance or if the Distributor has no employees in the state, Distributor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Distributor from the Minnesota Workers' Compensation requirements.

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

16.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the Distributor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Distributor's professional services required under the Contract. Insurance **minimum** limits are as follows:

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

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Distributor and may not exceed \$50,000 without the written approval of GRPUC. If the Distributor desires authority from GRPUC to have a deductible in a higher amount, the Distributor 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 Distributor 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 Distributor 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 Distributor to fulfill this requirement.

16.5 Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Distributor shall

maintain insurance to cover claims which may arise from failure of the Distributor to ensure the security of not public data stored on GRPUC's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Distributor's care, custody, and control. Insurance minimum limits are as follows:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work

Eaton/Cannon Technologies will provide Grand Rapids Public Utilities two hundred (200) RF Gen2 Water nodes w/std 5 ft cable with an estimated 26-week lead time.

Exhibit D: Price and Payment Schedule

Total Cost of Two Hundred (200) Gen 2 Water Nodes: **\$32,240.00**

*GRPUC will pay the distributor within (30) days following receipt of an undisputed invoice.

Supplement 1



Powering Business Worldwide

Cannon Technologies Inc.
3033 Campus Drive • Suite 350N
Minneapolis, MN 55441
Phone: (763)-595-7606
Fax: (763)-543-7777
Contact: O'Connor, Megan

Original Invoice

Page 1 of 1

Please Remit To:
Cannon Technologies Inc.
28370 Network Place
Chicago, IL
60673-1283

Wire Transfer To:
JPMorgan Chase NA
New York, NY
AC # 700610905
ABA Routing # - 021000021
SWIFT Code - CHASUS33

Invoice No.

957339019

Delivery Note No.

8817623840

Shipment No.**Order No.**

228162404

Invoice Date

04/15/2026

Quote/Contract No.

0024354841

GST/HST# 83057 7870 RT0001

Bill To:

GRAND RAPIDS PUBLIC UTILITIES
COMMISSION
500 SOUTHEAST 4TH STREET
GRAND RAPIDS MN 55744-3666
USA

Sold-To:

GRAND RAPIDS PUBLIC UTILITIES
COMMISSION
500 SOUTHEAST 4TH STREET
GRAND RAPIDS MN 55744-3666
USA

Ship-To:

GRAND RAPIDS PUBLIC UTILITIES
COMMISSION
500 SOUTHEAST 4TH STREET
GRAND RAPIDS MN 55744-3666
USA

Date Shipped	Ship-From	Customer No.	Customer P.O./Rel Number	Curr			
04/15/2026	Gaithersburg, MD (CPS)	661424	PO2602000329	USD			
Carrier		Tracking No.	Delivery				
		BOL #: FEDEX-488337650521	PP2, FOB PLANT				
Item No.	Material Number	Quantity Ordered	Back Order	Quantity Shipped	UOM	Price	Value
Cust Itm#	Catalog Number and Description Customer Material Number						
000010	20100X42G11	1	0	1	EA	8,358.00	8,358.00
	20100X42G11 NS200 NETWORK SCOUT KIT Ranger 7						
SN 2530000960							
	Cannon Ftr Chg	4.00	%				334.32
Invoice Amount in USD Up to 05/15/2026 without deduction							8,692.32

Conditions:

Payment: Net 30 Days

Price are freight prepaid and billed at a cost of 2% of the total value of the transaction (5% if special Air Freight). If requested, Cannon Technologies, Inc. will ship freight collect. Orders are accepted subject to Cooper Power Systems terms and conditions of sale which are included or have been provided previously to buyer.

END OF INVOICE

Certificate Of Completion

Envelope Id: 84A362BF-19A8-8B11-8207-BFACDF4A9E14			Status: Delivered
Subject: Action Required Grand Rapids Public Utilities Commission - Purchase Agreement - Draft Pending Si			
Source Envelope:			
Document Pages: 22	Signatures: 1	Envelope Originator:	
Certificate Pages: 8	Initials: 0	Carla Frame	
AutoNav: Enabled		1000 Eaton Blvd	
Envelopeld Stamping: Enabled		Cleveland, OH 44122-6058	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		CarlaFrame@Eaton.com	
		IP Address: 209.112.107.133	

Record Tracking

Status: Original	Holder: Carla Frame	Location: DocuSign
9/16/2026 1:45:22 PM	CarlaFrame@Eaton.com	

Signer Events	Signature	Timestamp
Jason Mikulski jasonamikulski@eaton.com BU Director Security Level: Email, Account Authentication (Optional), Login with SSO	Signed by:  C02A58FCCC834AB... Signature Adoption: Pre-selected Style Using IP Address: 207.212.33.117 Signed using mobile	Sent: 9/16/2026 1:50:31 PM Viewed: 9/16/2026 2:48:35 PM Signed: 9/16/2026 2:48:53 PM

Electronic Record and Signature Disclosure:

Accepted: 12/17/2025 1:28:06 PM

ID: 9d4f9076-a908-42b9-acc6-bebf0eb679e1

Julie Kennedy jakennedy@grpuc.org General Manager Security Level: Email, Account Authentication (Optional)	Sent: 9/16/2026 2:48:55 PM Viewed: 9/16/2026 3:03:28 PM
Electronic Record and Signature Disclosure: Accepted: 9/16/2026 3:03:28 PM ID: cab4ef3b-d33a-4d3f-9fd5-a116cfb62314	

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2026 1:50:32 PM
Certified Delivered	Security Checked	9/16/2026 3:03:28 PM
Payment Events	Status	Timestamps

EATON PERSONAL DATA POLICY FOR DOCUSIGN

Effective Date: January 28, 2019. Revised in: February 2020

1, Eaton Corporation and its affiliates in the World (collectively, “Eaton,” or “we,” “us,” “our”) respect your concerns about Personal Data protection and value our relationship with you. This Personal Data Policy for DocuSign (the “Policy”) applies solely to Personal Data (described below) collected through the DocuSign platform which allows you to sign electronically agreements and documents for which you are a signatory.

This Policy describes the types of personal data we collect through DocuSign and how that personal data may be used and/or with whom it may be shared.

Legal Processing. The legal ground for processing your Personal Data (described below) through DocuSign is based upon the legitimate interest of Eaton to manage in an efficient, effective, costless, standard, automated manner the signature of contracts and other documents required for running Eaton’s regular, ongoing business activities. Further, the signature of contracts and documents through DocuSign could be in some cases required to comply with contractual obligations. Finally, in certain cases and in certain countries the use of DocuSign platform to sign contracts and documents may require your clear affirmative act of providing consent, where the applicable laws do not provide otherwise; in these cases, your consent will be required.

Please read this Policy carefully, because by using DocuSign you are acknowledging that you understand the terms of this Policy. In addition, please review our Terms & Conditions and Eaton Privacy Policy and Cookies Policy, which governs your use of the Sites and any content you submit to the Sites, and our use of cookies. <https://www.eaton.com/content/eaton/us/en-us/company/policies-and-statements/privacy-cookies-and-data-protection.html.html>.

2. Obtaining Paper Copies. You will have the ability to download and print agreements documents we sent to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you.

3. DocuSign System Requirements and Electronic Signatures, Withdrawing from using DocuSign.

DocuSign System Requirements:

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Electronic Signatures:

You agree that if you decide to receive agreements from us electronically for your signature that the electronic signatures appearing on the contract document are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. DocuSign will automatically provide via email an executed copy of the fully executed contract document at the end of the approval workflow.

If you decide to receive agreements from us electronically for your signature, you may at any time change your mind and inform us that you want to receive them in paper format only. You may send us an email at DocuSignAnalyst@Eaton.com informing us of that decision (and withdrawing your consent where that is the legal basis relied upon). If you elect to receive agreements to be signed in paper format only, it may slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents to you in paper format, and then wait until we receive back from you the signed hard copies. Further, you will no longer be able to use the DocuSign system to receive required notices and agreements electronically or to sign other documents electronically.

4. Personal Data Protection Policy. Eaton Corporation, a US subsidiary of Eaton based in Cleveland, will act as the controller (for the purposes of EU and other data protection laws as relevant) of personal data collected using the DocuSign platform. Other affiliates and subsidiaries of Eaton also become controllers if your Personal Data is transferred to them for the purposes and on the legal basis described above. DocuSign will process your personal data as a processor on behalf of Eaton, therefore we encourage you to visit DocuSign's site and make yourself aware of their privacy policy as well by following this link: <https://www.docusign.com/company/privacy-policy>.

This Policy applies to personal data we collect:

- Through DocuSign whether through the DocuSign website or the DocuSign mobile application.
- In email and other electronic messages between you and Eaton regarding DocuSign.

It does not apply to personal data collected through any other means, including on any other website operated by Eaton or any third party.

5. Children. Eaton's DocuSign application is not directed to children under 13 years of age, or such other age as is applicable in other countries as the minimum age for giving consent ("relevant minimum age"). We do not knowingly collect personal data from children under 13 or other relevant minimum age. If we learn we have collected or received personal data from a child under 13 or other relevant minimum age without verification of parental consent, we will delete that data. If you believe we might have any information from or about a child under 13 or other relevant minimum age, please contact us at DocuSignAnalyst@Eaton.com.

6. Personal Data that We Collect About You and How We Collect It. We collect several types of information from and about users of DocuSign, hereinafter referred to as "Personal Data", which is information that identifies an individual or relates to an identifiable individual, namely:

- Name, Job Title, Mailing address, E-mail address, Telephone number, Mobile telephone number, IP address, Electronic signature.
- History of actions that individuals take on an envelope (e.g. review and sign) and authentication methods.
- The user's internet connection and usage details.

How We Collect Personal Data:

- Directly from you when you provide it to us.
- Automatically as you navigate DocuSign. Personal Data collected automatically may include usage details, and IP address (that you allow the DocuSign application to access).

7. How We Use Your Information. We use information that we collect about you or that you provide to us, including any Personal Data, in order to send the contract/document to you and to receive and validate your electronic/digital signature for the execution of agreements between Eaton and its customers, suppliers, business partners, employees and potential employees, and to evidence signature/execution of the contract/document.

8. Who Has Access to Your Personal Data. Your Personal Data may be disclosed to Eaton subsidiaries and/or affiliates (which will act as data controllers) and/or to authorized third party companies as data processors (such as DocuSign Inc. and cloud service providers for example) involved in the electronic/digital signature and storage of Eaton's documents. Such disclosure shall take place with adequate levels of protection in order to safeguard your Personal Data and in accordance with the requirements of applicable Personal Data protection and privacy laws. These companies use your Personal Data as described in this Policy. We may share your Personal Data during a corporate transaction such as a merger or sale of assets. If a corporate transaction occurs, we will provide notification of any changes to control of your Personal Data, as well as choices you may have. Personal Data will not be shared with third parties for their marketing purposes.

9. Your Personal Data Retention. We will retain your Personal Data generally for six years from the end of the relevant relationship (this could be with you or the business that employs or engages you). This is so that we can resolve issues, comply with law and respond to any complaints, disputes, investigations or proceedings that arise in that period. This period may be longer in some countries where relevant claims limitation, tax, records or other laws either require longer retention, or it is in our legitimate interest to keep the personal data to respond to claims, disputes, investigation or proceedings. Otherwise, we will keep the information where appropriate for legitimate business needs or if it is necessary for us to do so to comply with the law. At the end of the relevant retention period, Eaton will delete or anonymize your Personal Data in a manner designed to ensure that it cannot be reconstructed or read. If this is not possible (for example, because your Personal Data has been stored in backup archives), then we will securely store your Personal Data and isolate it from any further processing until deletion is possible.

10. International Data Transfers. Your Personal Data may be transferred to and processed by Eaton, DocuSign and other third parties service providers in countries other than the country in which you are a resident. You can find out more about the relevant countries by visiting <https://www.eaton.com/us/en-us/company/policies-and-statements/privacy-cookies-and-data-protection/international-data-transfers--privacy-shield-information.html> or contacting us (see below). These countries may have data protection and privacy laws that are different to the laws of your country. However, we have taken appropriate safeguards to require that your Personal Data will remain protected in accordance with this Policy. These include implementing between our group companies and with third parties Standard Contractual Clauses or equivalent contractual or otherwise binding terms approved by the European Commission or relevant government or regulatory body under applicable data protection law for protecting transfers of Personal Data. Further, with respect to the transfer of Personal Data from the EU or Switzerland to the US based Eaton group companies and onward to third parties, Eaton Corporation, Cleveland OH USA has certified that it adheres to the US as well as Swiss Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability. You can find more about the Eaton Privacy Shield certification by visiting <https://www.eaton.com/us/en-us/company/policies-and-statements/privacy-cookies-and-data-protection/international-data-transfers--privacy-shield-information.html> . Eaton may also transfer Personal Data to third party service providers in the US who have certified to the relevant Privacy Shield Principles. If there is any conflict between the policies in this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. For transfers from the UK to the US or other countries, we will either apply the relevant Standard Contractual Clauses or the EU-US Privacy Shield Principles, consistent with the relevant transitional arrangements and endeavor to adopt the relevant equivalent replacement for it where required, to protect transfers of Personal Data from the UK in accordance with applicable UK data protection law.

Eaton is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). In that regard, it certifies that it complies with the relevant Privacy Shield Framework Principles set forth by the United States Department of Commerce, in relation to Personal Data transferred to it in the US from the European Union, the UK following its exit from the EU and Switzerland. To learn more about the Privacy Shield programs, the Privacy Shield Principles and to view our certification page and the U.S. Department of Commerce's Privacy Shield Lists please visit: <https://www.privacyshield.gov/>. In compliance with the relevant Privacy Shield Principles, Eaton Corporation commits to resolve complaints about privacy and collection or use of Employee Personal Data. Eaton will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Employee Personal Data in accordance with this Policy. Individuals with inquiries or complaints regarding this Privacy Notice, or any Data Protection and Privacy related concerns should first contact Eaton Corporation at: Eaton Corporation Global Ethics and Compliance Data Protection and Privacy Office 1000 Eaton Boulevard Cleveland, Ohio 44122 or via email to: dataprotection@eaton.com.

Eaton Corporation commits to cooperate with the EU Data Protection Authorities (DPAs) or the UK ICO for transfers from the UK in both HR Data and Non-HR Data related queries. Eaton Corporation commits to cooperate with the Swiss Federal Data Protection and Information

Commissioner's regarding HR data received from Switzerland for use in the context of the employment relationship.

In the event the Employee is unable to resolve his or her concern through the Company's Global Data Protection and Privacy Office, the Employee can contact the EU Data Protection Authorities (DPAs) and following the UK's exit from the EU, the UK ICO for transfers from the UK). In the event the Employee is unable to resolve his or her concern regarding HR data received from Switzerland for use in the context of the employment relationship through the Company's Global Data Protection and Privacy Office, the Employee can contact the Swiss Federal Data Protection and Information Commissioner.

Under certain conditions, more fully described on the Privacy Shield website (<https://www.privacyshield.gov/>), Employees may invoke binding arbitration when other dispute resolution procedures have been exhausted.

Eaton is responsible for the processing of Personal Data it receives under the Privacy Shield Framework and subsequently transfers to a third party acting as an agent on its behalf. Eaton complies with the Privacy Shield Principles for all such onward transfers of Personal Data from the EU, Switzerland and the UK, including the onward transfer liability provisions. In certain situations, Eaton may be required to disclose Personal Data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

11. Accessing and Correcting Your Personal Data. Depending on your jurisdiction, you may have the following rights: to request access to, correct, delete, limit processing, or port any Personal Data that you have provided to us, and in some cases, to object to the processing of your Personal Data on legitimate grounds. There are conditions and exemptions to the application of such rights, which we are entitled to consider. For example, we may not accommodate a request to change Personal Data if we believe the change would violate any law or legal requirement, harm the enforceability of the agreement, or cause the Personal Data to be incorrect. You may send us an email at DocuSignAnalyst@Eaton.com to exercise these rights. Depending on your jurisdiction you may also have the right to lodge a complaint with your national data protection supervisory authority. Please see the above section for further contact information for them.

12. Your California Privacy Rights. Pursuant to Section 1798.83 of the California Civil Code, California residents have the right to request from a business with whom the California resident has an established business relationship: (1) What types of personal information, if any, of the California resident the business shares with third parties for direct marketing purposes of those third parties; and (2) the identities of the third parties with whom the business has shared such information in the immediately preceding calendar year. We do not currently share any personal information collected from the DocuSign system with third parties for their direct marketing purposes. If you have any questions, comments or requests related to this section, please contact us by email at dataprotection@eaton.com. A number of states are currently considering enacting laws similar to the California law mentioned above. If you are a resident of a state that enacts such a law, please use the contact information below to contact us with any questions, comments or requests.

Do not Track. The website does not respond to “do-not-track” settings offered through some internet browsers.

13. Data Security. We utilize physical, electronic and managerial tools to protect Personal Data. Unfortunately, the transmission of Personal Data via the internet is not completely secure. Although we do our best to protect your Personal Data, we cannot guarantee the security of your Personal Data transmitted through DocuSign. Any transmission of Personal Data is at your own risk.

14. Changes to this Policy. If we make changes to how we treat your Personal Data, we will notify you by providing a notice at the top of the DocuSign page. The date the Policy was last revised is identified at the top of the policy page. When prior consent is required by law, we will obtain your consent to any changes if and where this is required by applicable data protection laws. If you do not provide updated consent (as required by law), your Personal Data will continue to be used in a manner that is consistent with the version of this Privacy Policy under which it was collected or the information will be deleted or anonymized in a manner designed to ensure that it cannot be reconstructed or read. If this is not possible (for example, because your Personal Data has been stored in backup archives), then we will securely store your Personal Data and isolate it from any further processing until deletion is possible.

15. Data Controller Contact Information. If you have any questions or comments about this Policy or concerns about our processing of your Personal Data, please contact us at: dataprotection@eaton.com or Attention: Global Data Protection and Privacy Office, Eaton, 1000 Eaton Blvd., Cleveland, OH, USA 44122.

16. Acknowledgement of Personal Data Processing. Please confirm that you have read and understand this Policy and that: (1) you are able to print on paper or electronically save this Policy for your future reference and access; or (2) you are able to email this Policy to an email address where you will be able to print on paper or save it for your future reference and access. Please select the check-box next to ‘I have read and understand the Eaton Personal Data Policy for DocuSign’ before clicking ‘CONTINUE’ within the DocuSign system. Note that this acknowledgement will not be construed as consent under the applicable data protection law, except for the U.S., Canada, China, Russia, Thailand and Vietnam.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: September 23, 2026

AGENDA ITEM: Monthly Report

PREPARED BY: GRPU Staff

BACKGROUND:

The following reports have been submitted and stored into Laserfiche:

2025 Wastewater Pretreatment Annual Report

RECOMMENDATION:

None. Review Only.

Duluth Office | 525 Lake Avenue South | Suite 400 | Duluth, MN 55802 | 218-723-4660
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

August 7, 2026

VIA EMAIL ONLY

The Honorable Tasha Connelly
Mayor, City of Grand Rapids
PO Box 658
Grand Rapids, MN 55744

RE: 2025 Pretreatment Annual Report, City of Grand Rapids
National Pollutant Discharge Elimination System/State Disposal System
Permit No. MN0022080

Dear Mayor Christy:

This letter is written to acknowledge receipt of the Pretreatment Annual Report for calendar year 2025 from the city of Grand Rapids. Your report has been reviewed and recorded. The report was on time and complete as received.

Thank you for your cooperation with our pretreatment program. Your efforts are an important contribution to the protection of our citizens' health, the preservation of surface and groundwater quality and the recycling of our limited resources.

If you have any questions concerning this letter, please call me at 218-302-6640.

Sincerely,

Jaramie Logelin

This document has been electronically signed.

Jaramie Logelin
State Pretreatment Coordinator
Municipal Division

cc: Steven Mattson, Wastewater Treatment Plant Manager, City of Grand Rapids
Lauren Marshall, MPCA

Instructions: All water quality submittals should be submitted electronically. Please completely fill out the permittee information below and describe the document(s) you will be submitting. To submit this form electronically, save this form to your computer and send this form to the Minnesota Pollution Control Agency by attaching the form to an email message, using *WQ Submittal – [insert your Permit number]* as the subject line. Attach this completed form and the water quality submittal to your email message and send to: wq.submittals.mPCA@state.mn.us. **Documents will not be deemed as received if this form is not electronically signed.** If you have any questions, please contact your assigned data manager.

Permittee information

Permit name: Grand Rapids Wastewater Treatment Plant Permit number: MN0022080
Permit address: 500 SE 4th St
City: Grand Rapids State: MN Zip code: 55744
Person submitting water quality submittal: Steve Mattson Phone number: 218-326-7195

Description of water quality submittal attached and/or additional information:

Pretreatment Annual Report per Jaramie Logelin

Authorized certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. I certify that based on my inquiry of the person, or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of civil and criminal penalties.

By typing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form and attachments.

Authorized Representative

Name: Steve Mattson Title: Water Wastewater Manager
(This document has been electronically signed.) Date: 1/26/2026

National Pollutant Discharge Elimination System (NPDES) Permit Program

Doc Type: Annual Compliance Report

Instructions for completing this annual report are contained within each section of the report. Please read all instructions carefully before completing each section of the annual report.

Submittal Instructions: This annual report must be submitted by email to wq.submittals.mPCA@state.mn.us along with the [Water Quality Submittals form](#) found on the Minnesota Pollution Control Agency's (MPCA) website at <https://www.pca.state.mn.us/water/discharge-monitoring-reports>. The email subject should be "WQ Submittal – [insert your Permit No.]." Save the completed form to your computer in a location where you can easily find it.

Section 1: Facility information

Permit number: MN0022080 Report covers calendar year: 2025

Name of Permittee/POTW: Grand Rapids Wastewater Treatment Plant

POTW pretreatment contact name: Steve Mattson
(Name of person to be contacted for purposes of the information contained in this report.)

Title of contact: Wastewater Treatment Plant Manager

Mailing address: 500 SE 4th St,

City: Grand Rapids State: MN Zip code: 55744

Telephone number: 218-326-7195 Email address: smattson@grpuc.org

Section 2: Significant industrial user (SIU) information form

The attached *SIU information form* lists the current SIUs associated with this POTW as reflected in the Agency's records.

The form consists of an Effluent data information section and an Inspection information section. **Complete both sections** of the attached *SIU information form* in accordance with the instructions provided with the *SIU information form*.

Section 3: SIU monitoring form

Please complete a *SIU monitoring form* for each SIU and return with the annual report. (Make additional copies prior to completing any data entry.) Refer to instructions located at the bottom of the form and the *SIU monitoring parameters and units list*.

Section 4: Changes to pretreatment program

A. If the POTW has made changes to its legal authority, control mechanisms, or pretreatment procedures, please describe below:

No

B. Date when SIU agreement/permit limits were first established? Were limits reevaluated within past five years?

SIU name	Date limits first established	Reevaluated within past five years?
UPM Blandin Paper Company	11/14/2000	☒ Yes ☐ No
ASV Holdings LLC	8/30/2017	☒ Yes ☐ No
Lonza Consumer Health	4/16/2021	☒ Yes ☐ No
Hwy35 LLC	4/15/2025	☐ Yes ☒ No

Section 5: Problems and pretreatment program effectiveness

A. Problems caused by industry (interference or pass through)

1. Has the POTW experienced upset that may have been caused by an industrial user?
No
2. Has the POTW violated its permit limits, for any limited parameter, because of an upset caused by the discharge from an industrial user? (interference)
No
3. Has the POTW been overloaded by an industrial user?
No
4. Has the POTW violated its permit limits because a pollutant discharged by an industrial user has passed through the POTW inadequately treated? (pass-through)
No

B. POTW evaluation of pretreatment program, problems and effectiveness:

Is the POTW's pretreatment program effective?

Yes. Very good communication with our industrial dischargers.

They are responsive to calls and emails and are genuinely concerned to fulfill their permit requirements.

If there is a problem they respond and work with us to resolve it.

Certification

Minn. R. 7049.0630 requires the signature to be "a principal executive officer, ranking elected official, or other duly authorized employee. The duly authorized employee must be an individual or position having responsibility for the overall operation of the facility or the pretreatment program. This authorization must be made in writing by the principal executive officer or ranking elected official and submitted to the agency prior or together with the report being submitted."

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person, or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

By typing/signing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

Authorized Signature

Signature: Steve Mattson

(This document has been electronically signed.)

Title: Water Wastewater Manager

Date (mm/dd/yyyy): 01/26/2026

Attachment for Wastewater pretreatment annual report

National Pollutant Discharge Elimination System (NPDES) Permit Program

Doc Type: Annual Compliance Report

Instructions on page 3

POTW: Grand Rapids Wastewater Treatment Plant **NPDES permit number:** MN0022080 **Reporting year:** 2025

SIU effluent data information

SIU name, number	Pollutants that exceeded limits	Sample/Monitoring type	Frequency of violations	Severity of violations	Response to violations (*If yes – attach notice)	Return to compliance?
<i>Example: Minnesota Foods, MN0045832-12</i>	<i>CBOD5, TSS, Total P, pH.</i>	<i>CBOD5 - 24 hr. flow composite TSS - 24 hr. time composite pH – Grab & Continuous monitoring</i>	☐ No violations ☐ <1/3 ☒ 1/3 to 2/3 ☐ over 2/3	☐ No violations ☐ <40% over limit ☒ ≥40% over limit	☐ Informal – written ☒ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☒ Yes ☐ No
<i>UPM/Blandin Paper SIU000103</i>	<i>none</i>	<i>ph- grab; all others composite</i>	☒ No violations ☐ <1/3 ☐ 1/3 to 2/3 ☐ over 2/3	☒ No violations ☐ <40% over limit ☐ ≥40% over limit	☐ Informal – written ☐ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☒ Yes ☐ No
<i>Northland Machine 20- 001</i>	<i>none, no samples no flow</i>	<i>grab</i>	☒ No violations ☐ <1/3 ☐ 1/3 to 2/3 ☐ over 2/3	☒ No violations ☐ <40% over limit ☐ ≥40% over limit	☐ Informal – written ☐ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☒ Yes ☐ No
<i>ASV Holdings LLC 22- 002</i>	<i>none</i>	<i>grab</i>	☒ No violations ☐ <1/3 ☐ 1/3 to 2/3 ☐ over 2/3	☒ No violations ☐ <40% over limit ☐ ≥40% over limit	☐ Informal – written ☐ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☒ Yes ☐ No
<i>Lonza Consumer Health 21-001</i>	<i>TSS and CBOD exceeded local sewer limits and can be surcharged</i>	<i>pH grab; all others composite</i>	☒ No violations ☐ <1/3 ☐ 1/3 to 2/3 ☐ over 2/3	☒ No violations ☐ <40% over limit ☐ ≥40% over limit	☐ Informal – written ☒ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☒ Yes ☐ No

Inspection information

SIU name, number	Number and date(s) of inspections*	Summary of the inspection	Summary of noncompliance
<i>Example:</i> Minnesota Foods, MN0045832-12	2 – 4/4/2017 10/7/2017	<i>Inspected pretreatment equipment/processes, sampling equipment, temperature of the sampler, chain of custody sheets, operational log books, sampling equipment log books, pH calibrations and buffers, and reviewed process wastewater flow.</i>	<i>The IU was collecting 12 hour time composite samples rather than 24 hr flow composite; and was using expired pH buffer solutions. POTW required the IU to immediately begin collecting 24 hr composite samples and use new buffer solution. IU is now in compliance.</i>
UPM/Blandin Paper SIU000103	100+	SIU has a direct and independent effluent line to our facility, samplers and measuring equipment are all on our property. Testing is completed by our onsite staff	none
Northland Machine 20-001	0	Permit ended in October and they did not have any flow in 2025. No business projected in paint booth.	none
ASV Holdings LLC 22-002	1 12/10/2025	Surprise audit of the facility was conducted. Tour of operation, sampling location, filtering equipment, wash bays etc.	None. It was a good year for ASV effluent.
Lonza Consumer Health 22-001	1 12/9/2025	Surprise audit of facility. Tour of production area, sampling equipment and locations; pH equipment, flow meters. Chemical tanks and spill containment all looked good.	Our agreement allows a surcharge for concentrations of TSS and CBOD above local sewer limits.

Attachment for Wastewater pretreatment annual report

National Pollutant Discharge Elimination System (NPDES) Permit Program

Doc Type: Annual Compliance Report

Instructions on page 3

POTW: Grand Rapids Wastewater Treatment Plant **NPDES permit number:** MN0022080 **Reporting year:** 2025

SIU effluent data information

SIU name, number	Pollutants that exceeded limits	Sample/Monitoring type	Frequency of violations	Severity of violations	Response to violations (*If yes – attach notice)	Return to compliance?
<i>Example: Minnesota Foods, MN0045832-12</i>	<i>CBOD5, TSS, Total P, pH.</i>	<i>CBOD5 - 24 hr. flow composite TSS - 24 hr. time composite pH – Grab & Continuous monitoring</i>	☐ No violations ☐ <1/3 ☒ 1/3 to 2/3 ☐ over 2/3	☐ No violations ☐ <40% over limit ☒ ≥40% over limit	☐ Informal – written ☒ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☒ Yes ☐ No
<i>Hwy 35 LLC</i>	<i>Cyanide, Hg, TSS However, one year permit to understand effluent</i>	<i>Composite for all indicated.</i>	☒ No violations ☐ <1/3 ☐ 1/3 to 2/3 ☐ over 2/3	☒ No violations ☐ <40% over limit ☐ ≥40% over limit	☐ Informal – written ☐ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☒ Yes ☐ No
			☐ No violations ☐ <1/3 ☐ 1/3 to 2/3 ☐ over 2/3	☐ No violations ☐ <40% over limit ☐ ≥40% over limit	☐ Informal – written ☐ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☐ Yes ☐ No
			☐ No violations ☐ <1/3 ☐ 1/3 to 2/3 ☐ over 2/3	☐ No violations ☐ <40% over limit ☐ ≥40% over limit	☐ Informal – written ☐ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☐ Yes ☐ No
			☐ No violations ☐ <1/3 ☐ 1/3 to 2/3 ☐ over 2/3	☐ No violations ☐ <40% over limit ☐ ≥40% over limit	☐ Informal – written ☐ Surcharge ☐ Formal w/o penalty ☐ Formal w/ penalty ☐ Published in newspaper*	☐ Yes ☐ No

Inspection information

SIU name, number	Number and date(s) of inspections*	Summary of the inspection	Summary of noncompliance
Example: Minnesota Foods, MN0045832-12	2 – 4/4/2017 10/7/2017	Inspected pretreatment equipment/processes, sampling equipment, temperature of the sampler, chain of custody sheets, operational log books, sampling equipment log books, pH calibrations and buffers, and reviewed process wastewater flow.	The IU was collecting 12 hour time composite samples rather than 24 hr flow composite; and was using expired pH buffer solutions. POTW required the IU to immediately begin collecting 24 hr composite samples and use new buffer solution. IU is now in compliance.
HWY 35 LLC	12/10/25	Inspected the process and samplke point. This is a one year permit to better understand the effluent.	Hwy 35 LLC is in compliance.

POTW: Grand Rapids Wastewater Treamnt Facility NPDES # MN0022080

Industrial user: ASV Holdings LLC

Year: 2025

Permit #: 22-002

2025	flow	pH	ph	arsenic	cadmium	copper	cyanide as CN	chromium	iron	lead	Hg	nickel	silver	zinc
	avg daily gallons	low	high	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l
January	169	6.6	8											
February	164	6.6	7.1											
March	207	6.3	6.8	0.127	< .07	0.16	< .65	0.0342	< 5.0	< .43	< .0002	0.843	< .24	0.776
April	223	5.6	6.3											
May	594	5.8	6.3											
June	1176	5.8	6.2											
July	1607	5.6	6.3											
August	1115	5.9	6.2											
September	541	6	6.4											
October	804	5.8	7.8	< .7	< .07	0.094	< .65	< 1.71	< 5.0	< .43	< .0002	< 2.38	< .24	0.088
November	468	7.9	8.4											
December	241	7.7	7.8											
limits	20000/day	5.0	11.0	0.7	0.11	3.38	1.2	2.77	5.0	0.69	0.0002	3.98	0.43	2.61

POTW:

Grand Rapids Wastewater Treamnt Facility NPDES # MN0022080

Year:

2025

Industrial user:

UPM/ Blandin Paper Company

SUI #:

103

2025	flow	flow	pH	ph	TSS	TSS	CBOD	CBOD
	MGD max	MGD avg	low	high	tons/day max	tons/day avg	lbs/day max	lbs/day avg
January	4.93	4.00	6.9	7.7	77.5	32.4	38391	23964
February	4.12	3.72	6.7	7.4	40.2	24.0	38562	24208
March	4.66	4.10	6.7	9.1	55.9	33.8	56412	27014
April	5.06	4.06	6.7	8.3	94.4	37.0	42225	22871
May	4.89	4.18	6.6	8.5	52.7	24.7	42414	23503
June	4.53	4.06	6.6	8.7	46.1	21.6	28710	19061
July	5.46	4.41	6.8	9.2	74.0	31.4	34079	17382
August	5.80	4.40	5.9	8.0	76.6	30.3	44402	25935
September	5.05	4.31	6.7	8.2	118.8	33.1	39000	25071
October	5.65	4.39	6.8	8.1	73.9	39.6	28508	15237
November	4.96	4.16	6.8	7.8	33.4	17.3	45083	29583
December	4.47	4.03	7.0	8.4	88.9	29.8	39494	20522
limits	14.25	13.25	5.0	11.0	283.5	162.0	57350	41300

POTW: Grand Rapids Wastewater Treamnt Facility NPDES # MN0022080
Industrial user: Lonza Consumer Health INC

Year: 2025
Permit #: 22-001

2025	flow	pH	ph	arsenic	cadmium	copper	cyanide	chromium	iron	lead	Hg	nickel	silver	zinc	TSS	CBOD
	avg daily gallons	low	high	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l
January	41,700	7.9	9.0													
February	28,478	7.3	10.6													
March	26,602	6.7	8.9											0.0221	168	500
April	25,829	7.0	9.0													
May	43,004	7.3	9.2													
June	23,856	6.7	10.0												2240	3910
July	37,325	7.5	9.6													
August	34,734	7.6	9.2													
September	35,584	8.7	10.0											0.0222	151	518
October	34,699	7.9	9.4													
November	34,849	6.5	8.8													
December	30,140	5.9	7.3												248	458
limits		5.0	11.0	0.7	0.11	3.38	1.2	2.77	5.0	0.69	0.0002	3.98	0.43	2.61	300	250

POTW: Grand Rapids Wastewater Treamnt Facility NPDES # MN0022080
Industrial user: Northland Machine

Year: 2025
SUI permit #: 20-001

2025	flow	pH	ph	arsenic	cadmium	copper	cyanide	chromium	iron	lead	Hg	nickel	silver	zinc
	gallons/ month total	low	high	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l
January	0													
February	0													
March	0													
April	0													
May	0													
June	0													
July	0													
August	0													
September	0													
October	0													
November	0													
December	0													
limits	20000	5.0	11.0	0.7	0.11	3.38	1.2	2.77	5.0	0.69	0.0002	3.98	0.43	2.61

POTW:

Grand Rapids Wastewater Treamnt Facility NPDES # MN0022080

Year:

2025

Industrial user:

Hwy 35

Permit #:

25-001

2025	flow	pH	ph	arsenic	cadmium	copper	cyanide as CN	chromium	iron	lead	Hg	nickel	silver	zinc	CBOD	TSS
	avg daily gallons	low	high	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/l	mg/L
January																
February																
March																
April																
May																
June																
July																
August																
September																
October	650	5.7	5.9													
November	1843	5.8	5.8													
December	3854	5.8	5.8	<.01	<.01	0.45	<10.0	<.01	4.99	0.02	0.2	<.02	<.01	0.58	4.7	765
limits	20000/day	5.0	11.0	0.7	0.11	3.38	1.2	2.77	5.0	0.69	0.2	3.98	0.43	2.61	250	300