

GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING AGENDA

Wednesday, April 19, 2023 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, April 19, 2023 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 March 8, 2023 Regular Commission Minutes and the March 22, 2023 Regular Work Session Minutes.

VERIFIED CLAIMS:

2. Consider a motion to approve \$3,201,351.91 of verified claims for March 2023.

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 confirm filling the Wastewater Treatment Plant Operator position with the preferred candidate, Mr. Ronald Guertin.
- 4. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for March 2023.
- 5. Consider a motion to ratify the procurement contract with irby, an electrical supply distributor for one underground cable cutter for \$4,190.00.
- 6. Consider a motion to ratify the procurement contract with Thein Well Company for the rehabilitation of well number 2 for \$20,055.
- 7. Consider a motion to ratify the procurement contract with Novaspect Inc for the WTP main valve for \$13,403.39.
- 8. Consider a motion to ratify the procurement contract with Power Process Equipment for the WTP sludge pump for \$9,923.
- 9. Consider a motion to ratify the procurement contract with Keller Fence Company North for security fencing for the WTP and wells for \$20,873.70.

- 10. Consider a motion to ratify the procurement contract with McCoy Construction and Forestry for forks for the WWT loader for \$9,500.
- 11. Consider a motion to ratify the procurement contract with Ferguson Enterprises for valves for the bleach tank project for \$4,410.
- 12. Consider a motion to ratify the procurement contract with Stantec Consulting Services for engineering services for Landfill Phases 1-4/Kettle D for \$23,940.

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

SAFETY REPORT:

13. Review Safety Monthly Report

ADMINISTRATION:

- 14. Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2022 performance.
- 15. Consider a motion to approve the 2023-2024 services agreement with the City of LaPrairie.
- 16. Recognize staff for being awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
- <u>17.</u> Review Administration Monthly Report

ELECTRIC DEPARTMENT:

18. Review Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

- 19. Review Water Utility Monthly Report
- 20. Review Wastewater Utility Monthly Report

DEPARTMENT HEAD PRESENTATION:

21. Department Head Presentation - Electric Manager, Chad Troumbly

ADJOURNMENT:

The next Special meeting/Work Session is scheduled for Wednesday, April 26, 2023 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, May 10, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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



GRAND RAPIDS PUBLIC UTILITIES COMMISSION MEETING MINUTES

Wednesday, March 08, 2023 4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, March 8, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota. The meeting was called to order at 4:00 PM.

CALL OF ROLL:

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

STAFF: General Manager Julie Kennedy, Water/Wastewater Manager Steve Mattson, Business Services Manager Jean Lane, Electric Manager Chad Troumbly, ICTV representative

PUBLIC FORUM:

None

ORGANIZATIONAL MEETING:

Consider the election of the 2023 GRPU Commission Officers of President and Secretary.

President Stanley called for nominations for the office of Grand Rapids Public Utilities President. Motion made by Commissioner Saxhaug, Seconded by Commissioner Adams to nominate Tom Stanley for the office of President. Upon three calls, no other nominations were offered. Motion made by Commissioner Adams, Seconded by Secretary Francisco to close the nominations and elect Tom Stanley for the office of President. Voting Yea: Commissioner Saxhaug, Commissioner Adams, Commissioner Smith, Secretary Francisco, and President Stanley.

President Stanley then called for nominations for the office of Grand Rapids Public Utilities Secretary. Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to nominate Luke Francisco for the office of Secretary. Upon three calls, no other nominations were offered. Motion made by Commissioner Adams, Seconded by Commissioner Smith to close the nominations and elect Luke Francisco for the office of Secretary. Voting Yea: Commissioner Saxhaug, Commissioner Adams, Commissioner Smith, President Stanley, and Secretary Francisco.

APPROVAL OF MINUTES:

2. Consider a motion to approve the minutes of the February 8, 2023 Regular Meeting and the February 22, 2023 Regular Work Session Meeting.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve minutes for the February 8, 2023 GRPUC Regular Meeting and the February 22, 2023 GRPUC Regular Work Session Meeting. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

VERIFIED CLAIMS:

3. Consider a motion to approve \$1,638,049.02 of verified claims for February 2023.

Motion made by Secretary Francisco, Seconded by Commissioner Adams to approve the verified claims as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

COMMISSION REPORTS:

Commissioner Adams reported he is also on the City of Grand Rapids gas board and at a recent work session there was discussion of NW Gas increasing their rates as well as expanding their service territory into the Blackberry area. By contract with the City, the gas rates can increase up to 12% on their asset base. NW Gas has not been making that level of increases and is looking to adjust their rates. More to follow at future meetings.

Commissioner Adams also reported that at an upcoming City Council work session, the City will be looking at alternative methods to collect the money to pay for street improvements. The City no longer issues special assessments and relies on GO bonds to fund street improvements. City staff will be presenting alternative methods in order to reduce administrative and interest costs; one of the methods is a franchise fee that would involve the GRPU electric utility.

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

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approve the Consent Agenda as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

4. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for January 2023.

- 5. Consider a motion to ratify the procurement contract with Egan Company for the slab heat controller for the CSC building for \$5,069.
- 6. Consider a motion to approve the procurement contract with Duluth Coating Solutions Inc. for coating floors in the CSC building for \$38,098 and authorize the General Manager to sign the contract.
- 7. Consider a motion to approve the procurement contract with Schwing Bioset for one screw conveyor section for the sludge screw conveyor for \$36,142.15 and authorize the General Manager to sign the contract.
- 8. Consider a motion to ratify the procurement contract with Electric Pump for a pump impeller for the super oxygen pump for \$8,841.
- 9. Consider a motion to ratify the procurement contract with Electric Pump for a pump rebuild kit for the super oxygen pump for \$8,324.
- 10. Consider a motion to ratify the procurement contract with Quality Flow Systems for lift station 8 control panel for \$20,100.
- 11. Consider a motion to ratify the procurement contract with Quality Flow Systems for pumps for lift station 8 for \$17,230.
- 12. Consider a motion to ratify the procurement contract with Quality Flow Systems for lift station 9 control panel for \$19,100.
- 13. Consider a motion to ratify the procurement contract with Quality Flow Systems for pumps for lift station 9 for \$17,230.

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

Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to set the regular agenda as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner

Saxhaug, Commissioner Smith, Commissioner Adams

SAFETY REPORT:
14. Review Safety Monthly Report
ADMINISTRATION:
15. Review Administration Monthly Report
BUSINESS SERVICES DEPARTMENT:
16. Consider a motion to adopt Resolution 03-08-23-02 approving the 2023 Primary Services and Rates for Increased Transformation and Irrigation Water Services and Resolution 03-08-23-03 approving the 2023 Ancillary Services and Fees.
Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to adopt Resolution 03-08-23-02 approving the 2023 Primary Services and Rates for Increased Transformation and Irrigation Water Services and Resolution 03-08-23-03 approving the 2023 Ancillary Services and Fees. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams
ELECTRIC DEPARTMENT:
17. Review Electric Utility Monthly Report
WATER AND WASTEWATER DEPARTMENT:
18. Review Water Utility Monthly Report
19. Review Wastewater Utility Monthly Report

DEPARTMENT HEAD PRESENTATION:

20. Business Services Department Head Presentation

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:20 PM.

Respectfully submitted:

Julie Kennedy, General Manager



GRAND RAPIDS PUBLIC UTILITIES COMMISSION SPECIAL

MEETING MINUTES

Wednesday, March 22, 2023 8:00 AM

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

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

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

BUSINESS:

1. Consider a motion to approve \$234,898.54 of verified claims for February and March 2023.

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug.

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

2. Governance Discussion

General Manager Kennedy provided information for discussion on the Classification and Compensation Study update, the GRPUC Strategic Plan update, the results of the first year under the new electric wholesale contract, and the possibility of rescheduling the April 12 Regular Commission meeting.

3. Commission Agenda and Reporting Discussion

Commissioners stated they were pleased with the changes staff has been making on the Regular Meeting agenda and report formats. No additional changes were suggested at this time.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:46 AM.

Respectfully submitted:

vulie Kennedy

Julie Kennedy, General Manager



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to approve \$3,201,351.91 of verified claims for

March 2023.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$1,248,529.77 Manual check register \$1,952,822.14

Total \$3,201,351.91

RECOMMENDATION:

Consider a motion to approve \$3,201,351.91 of verified claims for March 2023.

Grand Rapids Public Utilities Accounts Payable March 2023

	(Meetina	Date:	04/19/2023)	
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NAME	AMOUNT	NAME	AMOUNT
APG Media	538.71	Nalco	531.63
Aramark	205.58	Nextera	613.16
Baker Tilly	15,750.00	North Central Laboratories	1,497.56
Burgraff's	522.69	Pioneer Critical Power	1,958.47
Cannon Technologies	11,220.00	Public Utilities	7,962.38
Carquest	18.39	Quality Flow	9,746.99
Central McGowan	614.75	Radtke, James	5,435.52
City of Grand Rapids	6,384.20	Railroad Management Company	3,638.72
Coles	600.07	Rapids Radio	1,345.50
Compass Minerals	4,109.50	Rapids Welding	15.00
Cooperative Response Center	1,914.12	RMB Environmental Lab	808.04
Core & Main	2,076.98	Sandstroms	647.62
Davis Petroleum	2,696.20	Sherwin-Williams	482.32
DSC Communications	1,130.00	Stuart Irby	1,585.56
Egan	5,069.00	Thein Well	17,214.24
Fastenal	718.16	TNT Construction	8,704.00
Ferguson	1,748.05	USA Bluebook	181.08
Figgins Truck & Trailer	230.00	US Bank	315.73
Gopher State One	31.05	VC3	5,506.10
Grainger	4,325.73	Viking Electric	1,562.17
Hach	577.07	Waste Management	922.18
Harcros Chemicals	11,500.00	Wesco	13,335.94
Hawkins	4,515.40	WUSZ	460.00
Hawkinson Sand & Gravel	190.95	Xerox	119.55
Innovative	1,127.99		
Itasca County Tresurer	1,514.91	Energy Efficiency Rebate:	
L&M	95.95	Lichke, Gary	35.00
Locators & Supplies	1,273.10	Walberg, James	70.00
MN Municipal Utilities	8,680.75		
MN Power	1,074,392.26		1,248,529.77
Minuteman Press	63.75		

March 2023 Check Register

		Water 2025 Check Register		
Document Date	Check #	Vendor Name	Document Amount	<u> </u>
3/1/2023	4812	Northeast Service Cooperative	4,094.00	3/31/2023
3/1/2023	4813	Northeast Service Cooperative	57,600.25	3/31/2023
3/1/2023	4814	MN Department of Revenue	345.33	3/1/2023
3/1/2023	4815	Wells Fargo Bank	2,060.92	3/1/2023
3/7/2023	4816	WEX Health	4,821.70	3/31/2023
3/5/2023	4817	Invoice Cloud	2,828.75	3/31/2023
3/10/2023	4818	Public Employees Retirement Association	15,578.49	3/10/2023
3/10/2023	4819	MN Department of Revenue	4,323.16	3/10/2023
3/10/2023	4820	Wells Fargo Bank	25,993.58	3/10/2023
3/10/2023	4821	Empower Retirement	7,861.70	3/10/2023
3/10/2023	4822	MN Department of Revenue	411.08	3/10/2023
3/10/2023	4823	Wells Fargo Bank	2,453.35	3/10/2023
3/13/2023	4824	WEX Health	985.65	3/31/2023
3/16/2023	4825	MN Department of Revenue	65,951.00	3/31/2023
3/24/2023	4826	WEX Health	93.50	3/31/2023
3/27/2023	4827	WEX Health	985.65	3/31/2023
3/27/2023	4828	Public Employees Retirement Association	15,093.11	3/27/2023
3/27/2023	4829	MN Department of Revenue	4,156.40	3/27/2023
3/27/2023	4830	Wells Fargo Bank	24,793.70	3/27/2023
3/27/2023	4831	Empower Retirement	7,688.90	3/27/2023
3/28/2023	4832	Empower Retirement	1,716.03	3/31/2023
3/27/2023	4833	TASC	48.12	3/31/2023
3/8/2023	4834	Wells Fargo Pcard	8,962.92	
3/21/2023	4835	4M Fund	1,000,000.00	3/31/2023
3/28/2023	4836	4M Fund	500,000.00	3/31/2023
3/1/2023	81207	First Net AT & T Mobility	315.91	3/1/2023
3/1/2023	81208	Further	115.50	3/1/2023
3/1/2023	81209	League of MN Cities	500.00	3/1/2023
3/1/2023	81210	MN Department of Health	23.00	3/1/2023
3/1/2023	81211	MN Department of Labor & Industry	50.00	3/1/2023
3/1/2023	81212	Otis Elevator Company Incorporated	2,177.40	3/1/2023
3/1/2023	81213	Postage By Phone System	5,000.00	3/1/2023
3/1/2023	81214	Verizon Wireless	1,094.29	3/1/2023
3/1/2023	81215	Xerox Corporation	115.31	3/1/2023
3/1/2023	81216	Customer Refunds - V. Fontana	54.33	3/31/2023
3/1/2023	81217	Customer Refunds - B. Anderson	9.08	3/31/2023
3/1/2023	81218	Customer Refunds - Go Green	483.67	3/31/2023
3/1/2023	81219	Customer Refunds - B. roth	87.80	3/31/2023
	81220	Used in February		
3/10/2023	81221	MN Child Support Payment Center	391.32	3/10/2023
3/10/2023	81222	NCPERS Group Life Insurance	80.00	3/10/2023
3/10/2023	81253	RCB Collections Incorporated	17.10	3/10/2023
3/10/2023	81254	Mattson Steve	44.54	3/10/2023
3/10/2023	81255	Dickie Brett	217.99	3/10/2023
3/10/2023	81256	Radtke James	4,952.76	3/10/2023
3/20/2023	81257	MN Department of Health	7,856.00	3/31/2023

3/20/202381258 City of LaPrairie13,564.323/20/202381259 City of LaPrairie671.233/21/202381260 Government Finance Officers Association485.003/21/202381261 MN Energy Resources Corporation18.003/21/202381262 Further41.253/21/202381263 Customer Refunds - T. Hanson6.003/21/202381264 Customer Refunds - L. Lauer35.803/21/202381265 Customer Refunds - J. Kerr102.963/21/202381266 Customer Refunds - Thompson12.50	
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	3/31/2023
3/21/2023 81266 Customer Refunds - Thompson 12.50	3/31/2023
	3/31/2023
3/21/2023 81267 Customer Refunds - J. Hakala 50.29	3/31/2023
3/21/2023 81268 Customer Refunds -Liebel 230.60	3/31/2023
3/21/2023 81269 Customer Refunds - M. Wilson 20.81	3/31/2023
3/21/2023 81270 Customer Refunds S. Christensen 66.14	3/31/2023
3/23/2023 81329 Triton 62,282.50	3/23/2023 **
3/24/2023 81330 Customer Refunds - R. Rasmusson 1,007.56	3/31/2023
3/24/2023 81331 MN Child Support Payment Center 391.32	3/24/2023
3/24/2023 81332 MN Council 65 1,745.80	3/24/2023
3/29/2023 81333 Customer Refunds - F. Gibbs 64.45	3/31/2023
3/29/2023 81334 Customer Refunds - L. Doerfler 75.90	3/31/2023
3/29/2023 81335 Customer Refunds - S. Callahan 51.68	3/31/2023
3/31/2023 81336 City of Grand Rapids 121.00	3/31/2023
3/31/2023 81337 City of Grand Rapids 71,537.10	3/31/2023
3/31/2023 81338 City of Grand Rapids 72,333.33	3/31/2023
3/31/2023 81339 First Net AT & T Mobility 315.91	3/31/2023
3/31/2023 81340 Postage By Phone System 5,000.00	3/31/2023
3/31/2023 81341 Rundell Eric 823.68	3/31/2023
3/31/2023 81342 UPS 17.03	3/31/2023
3/31/2023 81343 Verizon Wireless 1,483.11	3/31/2023
3/31/2023 81344 Xerox Corporation 116.08	3/31/2023
Checks Previously Approved ** 62,282.50	

Total Manual Checks	2,015,104.64
Manual Checks/EFT to be approved	1,952,822.14
Checks Previously Approved **	62,282.50



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to confirm filling the Wastewater Treatment Plant

Operator position with the preferred candidate, Mr. Ronald Guertin.

PREPARED BY: Chery Pierzina, Human Resources Officer.

BACKGROUND:

At the February 8, 2023, regular meeting, the Commission authorized the internal posting and external advertising for the Wastewater Treatment Plant Operator vacancy. This action was a result from the notice of resignation provided by Kyle Potter in February. Following an internal posting, no applications were received. Following external advertising of the position opening, the applications were rated, and initial interviews were conducted on March 15, 2023, with five (5) applicants. Top-ranked applicants were invited to a second interview, which was held on Tuesday, March 21, 2023. A background verification was submitted and received, and an offer of employment was made to the selection committee's preferred applicant, Mr. Ronald Guertin. The offer was accepted with a hire date of April 10, 2023.

Management staff recommends the Commission formally confirm filling the Wastewater Treatment Plant Operator position with the preferred candidate, Mr. Ronald Guertin.

RECOMMENDATION:

Consider a motion to confirm filling the Wastewater Treatment Plant Operator position with the preferred candidate, Mr. Ronald Guertin.



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to approve the City Treasurer's Report and the

Investment Activity Report for March 2023

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Please see attached reports:

GRPUC Cash Receipts and Disbursements for the Month of March 2023 and Verification of City Treasurer's Balance

GRPUC Investment Activity

Graphics – December Historical Investment Balances and Monthly Investment Balances 2003-2023

RECOMMENDATION:

Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for March 2023.

CITY OF GRAND RAPIDS PUBLIC UTILITIES COMMISSION

CASH RECEIPTS AND DISBURSEMENTS FOR THE MONTH OF MARCH 2023

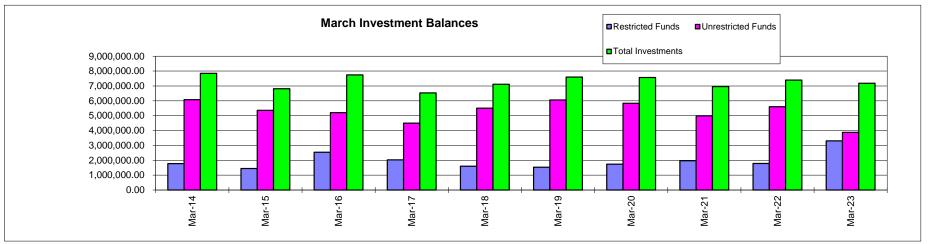
TREASURER'S BALANCE FEBR	UARY 28, 2023	\$ 5,653,550.60
Deposits Redeposits-Checks Redeposits-ACH Bank Adjustments	2,763,941.43 - - - -	2,763,941.43
Less Disbursements NSF Checks ACH Returns Bank Adjustments	(3,502,916.45) (200.00) (6,048.55)	(3,509,165.00)
TREASURER'S BALANCE MAR	CH 31, 2023	\$ 4,908,327.03
VE		
WELLS FARGO BANK BALANCE	E MARCH 31, 2023	\$ 5,054,292.71
Add: Deposits in Transit Less: Outstanding Checks		 20,042.97 (166,008.65)
TREASURER'S BALANCE MARG	CH 31, 2023	\$ 4,908,327.03

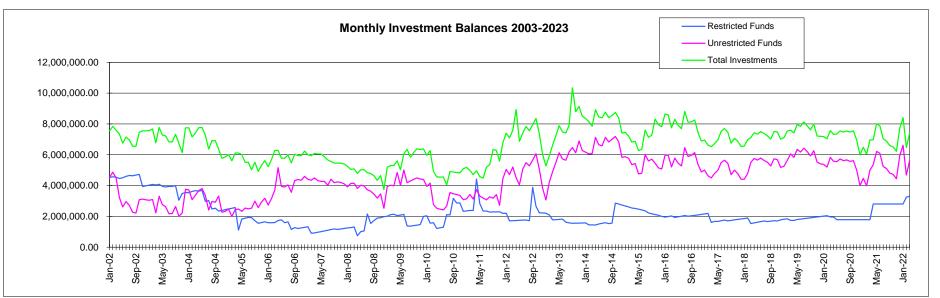
Grand Rapids Public Utilities Commission Investment Activity March 2023

Beginning Balance Cash and Investments	\$ 7,929,082.51	
Redeemed:		
None		-
Invested:		-
None	-	
Change in checking account balance	(745,223.57)	
Total Cash and Investments	\$ 7,183,858.94	
Less: Restricted and Designated Funds		
Restricted Funds:		
Customer Deposits Customer Deposits - Antenna Fees Electric Capital Replacement Fund Water Capital Replacement Fund Sewer Capital Replacement Fund	1	470,005.74 69,795.70 ,205,793.74 981,636.17 581,030.35
Designated Funds: Disaster Recovery Fund Total Restricted and Designated Funds	\$ 4	,500,000.00 ,808,261.70
Net Cash and Investments	\$ 2,375,597.24	

Item 4.

Mar-14	Mar-15	Mar-16	Mar-17	Mar-18	Mar-19	Mar-20	Mar-21	Mar-22	Mar-23	
Restricted Funds 1,773,782.89	1,450,910.58	2,538,460.36	2,027,514.28	1,605,400.70	1,537,422.48	1,737,456.42	1,965,727.85	1,788,487.11	3,308,261.70	
Unrestricted Funds 6,075,663.00	5,206,419.53	4,500,178.67	5,508,147.98	6,058,365.78	5,835,167.02	4,996,291.89	5,603,995.51	3,875,597.24		
Total Investments 7,849,445.8	6,808,982.16	7,744,879.89	6,527,692.95	7,113,548.68	7,595,788.26	7,572,623.44	6,962,019.74	7,392,482.62	7,183,858.94	
Minimum cash reserve	4,542,427.00	4,828,355.00	4,707,627.00	4,719,921.00	4,887,919.00	4,901,155.00	4,610,534.00	4,610,534.00		







AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with irby, an

electrical supply distributor for Underground Cable Cutter for \$4,190.00

PREPARED BY: Chad M. Troumbly, Electric Department Manager

BACKGROUND:

This purchase is budgeted as part of the approved Electric Department Safety Expenses. This cutter allows operator to remotely cut underground cable that has been tested but could possibly be energized. GRPU has high fault current on underground cable (vs some other utilities) and we have had a past incident. The GRPU Procurement Policy was followed and two quotes are on file. The total amount for this contract is \$4,190.00. \$2863.91 of the \$18,850.09 budget has been spent year to date.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with irby, an electrical supply distributor, for one Milwaukee M18 Underground Cable Cutter with remote for \$4,190.00



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Thein Well

Company for the rehabilitation of well number 2 for \$20,055.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$55,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Thein Well Company for the rehabilitation of well number 2 for \$20,055.

Item 6.

Capital Plan

2023 thru 2027

Grand Rapids Public Utilities Commission

WATR2004

Project Name Well 2 Rehabilitation

on

Department 2-Water

Contact Steve Mattson

Type Unassigned

Useful Life 20

Category Water System

Priority 01 - Required

Status Active

Description

Project #

Total Project Cost: \$55,000

Rehabilitattion of a well is necessary to restore throughput, clean and sanitize and inspect pump, piping and casing.

Justification

Well number 2 has not been rehabilitated in ten years.

Expenditures		2023	2024	2025	2026	2027	Total
Contractor Labor		55,000					55,000
	Total	55,000					55,000
Funding Sources		2023	2024	2025	2026	2027	Total
Rplcmt Fund-Water Infrastructure		55,000					55,000
	Total	55,000					55,000

Budget Items		2023	2024	2025	2026	2027	Total
Capital Projects		55,000					55,000
	Total	55,000					55,000



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Novaspect Inc

for the WTP main valve for \$13,403.39.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$22,500. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Novaspect Inc for the WTP main valve for \$13,403.39.

Capital Plan

2023 thru 2027

Grand Rapids Public Utilities Commission

WATR2212

Project Name WTP Main Valve

Department 2-Water

Contact Steve Mattson

Type Unassigned Useful Life 25

Category Water System

Priority 02 - Significant Need

Status Active

Project #

Total Project Cost: \$22,500

Description

The main valve is used to isolate the WTP from the wells. This valve is 33 years old and past its useful life.

Justification

This valve is showing considerable wear and is past its useful life. In order to provide service well into the future it should be stragetegically repalced.

Expenditures		2023	2024	2025	2026	2027	Total
Purchases		20,000					20,000
Labor		2,500					2,500
	Total	22,500					22,500
	·						
Funding Sources		2023	2024	2025	2026	2027	Total
Grants		22,500					22,500
	Total	22,500					22,500

Budget Items		2023	2024	2025	2026	2027	Total
Capital Projects		22,500					22,500
	Total	22,500					22,500



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Power Process

Equipment for the WTP sludge pump for \$9,923.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$11,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Power Process Equipment for the WTP sludge pump for \$9,923.

Item 8.

Capital Plan

2023 thru 2027

Grand Rapids Public Utilities Commission

Project # WATR2205

Project Name WTP Sludge Pump

Department 2-Water

Contact Steve Mattson

Type Unassigned

Useful Life 20

Total Project Cost: \$11,000

Category Water System

Priority 03 - Moderate Need

Status Active

Description

WTP Sludge pump necessary to get rid of the remaining waste from the water production process.

Justification

This pump is 33 years old and past its useful life and is an important part of the water treatment process. A modernized pump will help ensure good water treatment at the facility.

Expenditures		2023	2024	2025	2026	2027	Total
Purchases		8,500					8,500
Labor		2,500					2,500
	Total	11,000					11,000
Funding Sources		2023	2024	2025	2026	2027	Total
Rplcmt Fund-Water Infrastructure		11,000					11,000
	Total	11,000					11,000

Budget Items		2023	2024	2025	2026	2027	Total
Capital Projects		11,000					11,000
	Total	11,000					11,000



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Keller Fence

Company North for security fencing for the WTP and wells for

\$20,873.70.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$43,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Keller Fence Company North for security fencing for the WTP and wells for \$20,873.70.

Capital Plan

2023 thru 2027

Grand Rapids Public Utilities Commission

mission

Project # WATR2108

Project Name WTP Security

Department 2-Water

Contact Steve Mattson

Type Unassigned

Useful Life 10
Category Buildings

Priority 01 - Required

Status Active

Total Project Cost: \$43,000

Description

The Environmental Protection Agency risk and reslience assessment addresses security of the water treatment plant and its distribution system. Card access, door locks, cameras, fencing are all key components to improving site security.

Justification

Section 2013 of Ameraica's Water Infrastructure Act of 2018 (AWIA) requires community water systems that serve more than 3,300 people need to complete a risk and resilence assessment and develop an emergency response plan. This is a big part of security of our system. Things identified were card access, improved door locks, alarm, cameras, and fencing.

Expenditures		2023	2024	2025	2026	2027	Total
Contractor Labor		43,000					43,000
	Total	43,000					43,000
Funding Sources		2023	2024	2025	2026	2027	Total
Grants		43,000					43,000
	Total	43,000					43,000

Budget Items		2023	2024	2025	2026	2027	Total
Capital Projects		43,000					43,000
	Total	43,000					43,000



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with McCoy

Construction and Forestry for forks for the WWT loader for \$9,500.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$12,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with McCoy Construction and Forestry for forks for the WWT loader for \$9,500.

Capital Plan 2023 thru 2027

Grand Rapids Public Utilities Commission

Project # WWPP2202

Project Name Forks for Front End Loader

Department 4c-WWT Primary Plant

Contact Steve Mattson

Type Unassigned

Useful Life 20

Category WW System

Priority 03 - Moderate Need

Status Active

Description Total Project Cost: \$12,000

Fork attachment for the Front End loader for unloading equipment and meterials.

Justification

Forks will allow the maintenance crew to be able to safely unload/load equipment and also facilitate the installation of equipment.

Expenditures	2023	2024	2025	2026	2027	Total
Purchases	12,000					12,000
Tota	12,000					12,000
Funding Sources	2023	2024	2025	2026	2027	Total
Customer Contributions-UPM	12,000					12,000
Tota	1 12,000					12,000

Budget Items		2023	2024	2025	2026	2027	Total
Capital Projects		12,000					12,000
	Total	12,000					12,000



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Ferguson

Enterprises for valves for the bleach tank project for \$4,410.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$50,000. \$29,730 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Ferguson Enterprises for valves for the bleach tank project for \$4,410.

Capital Plan

2023 thru 2027

Grand Rapids Public Utilities Commission

Project # WWSP2302

Project Name Bleach Tank Repair/Replacement

Department 4f-WWT Secondary Treatment

Contact Steve Mattson

Type Unassigned

Useful Life 20

Total Project Cost: \$50,000

Category Equipment

Priority 01 - Required

Status Active

Description

Sodium hypochlorite (bleach) addition to the wastewater is necessary for disinfection of the wastewater during the summer months per our NPDES permit. Bleach is delivered in bulk to storage tanks located in the chlorine building in the secondary plant. Bleach is then delivered to the tertiary ponds via a chemical pump.

Justification

The old recycled fiberglass reinforced plastic (FRP) tanks have developed irreparable leaks and must be replaced.

Expenditures	2023	2024	2025	2026	2027	Total
Purchases	35,000					35,000
Labor	5,000					5,000
Contractor Labor	10,000					10,000
Total	50,000					50,000
Funding Sources	2023	2024	2025	2026	2027	Total
Customer Contributions- Cohasset	1,146					1,146
Customer Contributions- LaPrairie	678					678
Customer Contributions-UPM	35,000					35,000
Rplcmt Fund-WWC share/business	13,176					13,176
Total	50,000					50,000

Budget Items		2023	2024	2025	2026	2027	Total
Capital Projects		50,000					50,000
	Total	50,000					50,000



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Stantec

Consulting Services for engineering services for Landfill Phases 1-

4/Kettle D for \$23,940.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater capital project with a budget of \$250,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

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

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Stantec Consulting Services for engineering services for Landfill Phases 1-4/Kettle D for \$23,940.

Capital Plan

2023 thru 2027

Grand Rapids Public Utilities Commission

Project # WWSD2301

Project Name Landill Cover Work Phase 1-4, Kettle D

Department 4d-WWT Sludge Disposal

Contact Steve Mattson

Type Unassigned

Useful Life 30

Category WW System

Priority 02 - Significant Need

Status Active

Description

Total Project Cost: \$1,550,000

The leachate generation from phase 1-4, kettle D is excessive. In order to get the landfill into post closure, the landfill cover needs to be redone.

Justification

MPCA dicates how much leachate generation should come from a closed landfill, we are currently creating more than we should.

Expenditures		2023	2024	2025	2026	2027	Total
Purchases		250,000					250,000
Contractor Labor			1,300,000				1,300,000
	Total	250,000	1,300,000				1,550,000
Funding Sources		2023	2024	2025	2026	2027	Total
Customer Contributions-L	IDM	230.000	1,300,000	2023	2020	2027	1,530,000
•) F IVI	,	1,300,000				
Reserves-Unrestricted		20,000					20,000
	Total	250,000	1,300,000				1,550,000

Budget Items		2023	2024	2025	2026	2027	Total
Capital Projects			1,300,000				1,300,000
	Total		1,300,000				1,300,000



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SAFETY REPORT April 2023 Commission Meeting

Safety Topic Last Month

Safety Coordinator, Brad Levasseur, conducted CPR, First Aid, and AED training with all staff on March 22 and 23, 2023.

Safety Topic This Month

Safety Coordinator, Brad Levasseur, will be conducting Employee Right To Know (ERTK), First Report of Injury (FROI), and Near Miss training with all staff on April 19, 2023. On April 20, Brad will be assisting Julie with the update to the GRPU Emergency Action Plan (EAP).

Accidents Reported last Month by Department

Administration: None Electric: None

Business Services: None Water-Wastewater: None

Cumulative Accidents for 2023

Recordable Accidents	1
Lost Time Days 2023	0
Restricted Days 2023	0
First Aid Only (not recordable)	0

Total FROI 1

Recordable Accident 5-year History

	2019	2020	2021	2022	2023
ADMIN	0	0	0	0	0
BUS SVCS	4	0	0	0	1
ELEC	1	0	0	0	0
W-WW	5	3	1	0	0
TOTAL	10	3	1	0	1

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AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to approve the full lump sum merit pay allowed in the

General Manager's employment contract based on the Commissioners

evaluation of her 2022 performance.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

General Manager Julie Kennedy's performance is reviewed on an annual basis by two members of the Commission. Based on that review, the Commissioners determine how much merit pay she should receive for that year in accordance with her existing employment contract. On March 20, 2023, Commission President Stanley and Commission Secretary Francisco met with Ms. Kennedy to discuss her 2022 performance. As a result of the review, the Commissioners are recommending approval of the full lump sum merit pay allowed in her employment contract.

RECOMMENDATION:

Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2022 performance.



AGENDA DATE: April 19, 2023

AGENDA ITEM: Consider a motion to approve the 2023-2024 services agreement with the

City of LaPrairie.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Customers located within the City of LaPrairie municipal boundaries are GRPUC electric service territory customers and City of LaPrairie water and wastewater customers. The GRPU provides water, wastewater collection and treatment and street lighting services to the City of LaPrairie by way of contracted services since 2000.

The attached contract is effective March 3, 2023 through December 31, 2024 and signed by the City of LaPrairie Mayor. This contract covers GRPU providing water, wastewater collection and treatment, and street light services and certain other various utility services as authorized in Exhibit B.

Other services included in this contract are (1) invoicing LaPrairie customers for their services based on rates set by the City of LaPrairie for water, wastewater collection and treatment services; (2) providing customer service for questions and complaints related to the LaPrairie billing; (3) collecting payments from LaPrairie customers and remitting to the City of LaPrairie; (4) sending delinquent notices to LaPrairie water and wastewater collection and treatment customers; (5) providing reports to the City of LaPrairie; (6) sending appropriate required legal notices for water, wastewater collection and treatment to LaPrairie customers; (6) providing requested maintenance to be performed by GRPU which is then billed to the City of LaPrairie; and (7) collecting sales taxes and other applicable taxes and reporting and remitting it to the appropriate agency for the City of LaPrairie.

The City of LaPrairie, per the contract, will pay the GRPU \$995.60 monthly for customer billing services and \$731.00 monthly for required routine lift station maintenance. If the City of LaPrairie requests additional services not specifically listed, GRPU will bill the City of LaPrairie at GRPU current rates.

The service agreement has standard language developed by the GRPU legal team and shall be signed by the GRPUC President upon Commission approval.

RECOMMENDATION:

Consider a motion to approve the 2023-2024 services agreement with the City of LaPrairie.

Services Agreement

Between

Grand Rapids Public Utilities and City of LaPrairie

This Services Agreement (this "Agreement"), dated as of March 3, 2023 (the "Effective Date"), is by and between Grand Rapids Public Utilities Commission, a Minnesota public utilities commission created under Minnesota Statutes, sections 412.321 to 412.391 ("Service Provider") and City of LaPrairie, a municipal government ("Customer" and together with Service Provider, the "Parties", and each a "Party").

WHEREAS Service Provider has the capability and capacity to provide water, wastewater collection and treatment, and street light services and certain other various utility services ("Services"); and

WHEREAS Customer desires to retain Service Provider to provide the Services, and Service Provider is willing to perform the Services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services.

- 1.1 <u>Services</u>. Customer hereby engages Service Provider to provide water and wastewater collection and treatment services as described on **Exhibit A**.
- 1.2 <u>Additional Other Services</u>. Customer may request that Service Provider perform additional Services for utility billing and scheduled and/or requested maintenance. If Service Provider accepts such assignments, in its sole discretion, the Parties shall agree to the parameters of the additional services by executing an "Additional Services Authorization" in the form of **Exhibit B**. The additional services shall be considered "Services" under this Agreement, and shall be performed in accordance with and subject to the terms and conditions of this Agreement.
- 1.3 <u>Changes</u>. No changes will be made to the general scope of Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) without the prior written consent of Service Provider in its reasonable discretion. If such changes affect the cost of or the time required for the performance of the Services, an equitable adjustment in the schedule and compensation under this Agreement shall be made.

2. <u>Service Provider Representatives</u>.

2.1 Service Provider shall designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

- (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Service Provider Contract Manager").
- (b) A number of employees or contractors that it deems sufficient to perform the Services.
- 2.2 Service Provider shall give prompt notice to Customer of any changes of the Service Provider Contract Manager.

3. <u>Customer Obligations</u>. Customer shall:

- 3.1 Designate one elected official and one of its employees, at minimum, to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.
- 3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
- 3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
- 3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

Customer Contract Managers: Mayor or Mayor Pro Tem of City of LaPrairie and City Clerk-Treasurer of City of LaPrairie.

4. <u>Fees and Expenses</u>.

- 4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in **Exhibit C**. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise agreed between the Parties in writing, said fee will be payable within thirty (30) days of receipt by the Customer of an invoice from Service Provider.
- 4.2 Customer shall reimburse Service Provider for all reasonable expenses incurred in Service Provider's performance of the Services, within thirty (30) days of receipt by the Customer of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation.
- 4.3 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; and to the extent

Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse Service Provider in connection with its payment of fees and expenses as set forth in this Section 4.

4.4 All late payments shall bear interest at the lesser of (a) the rate of five percent (5 %) per month or minimum of \$5 or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any fees when due hereunder and such failure continues for ten (10) days following written notice thereof.

5. <u>Limited Warranty</u>.

- 5.1 Service Provider warrants that it shall perform the Services:
- (a) In accordance with the terms and subject to the conditions set out in this Agreement and any Additional Services Authorization.
- (b) Using personnel of commercially reasonable skill, experience, and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- 5.2 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:
 - (a) Service Provider shall use reasonable commercial efforts to promptly cure any material breach; provided, that if Service Provider cannot cure such material breach within thirty (30) days after Customer's written notice of such material breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.23.
 - (b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Customer shall promptly pay Service Provider for fees incurred prior to the date of termination.
 - (c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within fifteen (15) days after Service Provider's performance of the Services at issue.
- 5.3 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

- 6. <u>Intellectual Property</u>. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "Deliverables") shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, and perpetual basis solely to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.
- Confidentiality. In connection with Service Provider's provision of Services under this Agreement ("Purpose"), Service Provider may disclose to Customer, or Customer may otherwise receive access to, confidential or proprietary information of Service Provider ("Confidential Information"). Customer 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 Agreement; and (c) agree to be bound by the confidentiality terms contained herein. Customer 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. Customer shall promptly notify Service Provider of any unauthorized use or disclosure of Confidential Information and cooperate with Service Provider to prevent further use or disclosure. Customer will be responsible for any breach of this paragraph caused by its Representatives. If Customer is required by law (including, without limitation, the Minnesota Government Data Practices Act) or court order to disclose Confidential Information, Customer shall provide Service Provider with prompt written notice thereof, so that Service Provider may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Customer and its Representatives will use reasonable efforts to obtain and will not oppose action by Service Provider to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Customer will furnish only that portion of the Confidential Information which Customer is advised by Customer'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.

8. Term, Termination, and Survival.

- 8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until **December 31, 2024** ("Term"), unless sooner terminated pursuant to this Section 8.
- 8.2 Either Party may terminate this Agreement at any time by giving written notice to the other Party at least one hundred twenty (120) calendar days prior to the effective date of the termination.

- 8.3 Upon issuance of the cancellation notice, or no later than sixty (60) days prior to the end of the Agreement, the Service Provider and Customer agree to meet and discuss continuation of the Agreement. If a new Agreement has not been approved, the terms of this Agreement shall continue to apply until a cancellation notice given or subsequent contract has been approved.
- 8.4 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:
 - (a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such material breach.
 - (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
 - (d) Is dissolved or liquidated or takes any corporate action for such purpose.
 - (e) Makes a general assignment for the benefit of creditors.
 - (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 8.5 Regardless of the reason for termination, Service Provider shall be paid for the Services performed prior to the effective date of termination based upon the payment terms of this Agreement.
- 8.6 Notwithstanding anything to the contrary in Section 8.4(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure: (a) continues for five (5) days after Customer's receipt of written notice of nonpayment; or (b) occurs more than once in any twelve (12) month period.
- 8.7 The rights and obligations of the Parties set forth in this Section 8.7 and in Sections 6, 7, 9, 10 and 11, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. <u>Limitation of Liability</u>.

9.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY

CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- 9.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 10. <u>Indemnification</u>. Customer shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Service Provider, and its commissioners, officers, employees and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, actions, and all expenses (including attorneys' fees and disbursements) arising out of any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Customer or any of its Representatives or subcontractors; provided that nothing herein shall require Customer to indemnify or hold harmless an indemnitee hereunder to the extent such claim is caused by the intentional misconduct or gross negligence of such indemnitee.
- 11. <u>Insurance</u>. During the Term Customer shall, at its own expense, maintain and carry commercial general liability insurance per Minnesota State Statutes with a financially sound and reputable insurer. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Service Provider as an additional insured. Customer shall provide Service Provider with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Service Provider's insurers and Service Provider.
- 12. <u>Force Majeure</u>. In the event delay is caused by circumstances beyond either Party's control, including but not limited to fire, strike, war, riots, acts of God, epidemic, pandemic, and/or acts of civil or military authority, the Agreement shall be extended to provide for such delay. Promptly after such an occurrence, the Parties shall begin discussions as to mutually acceptable adjustments to or alternate methods of proceeding with the affected Services, and the impact, if any, on project schedules and costs.
- 13. <u>Non-Exclusivity</u>. Service Provider shall be free to provide services similar to the Services to any other person on terms and conditions Service Provider deems acceptable in its sole discretion.
- 14. Entire Agreement. This Agreement, including and together with any related Additional Services Authorization, exhibits, schedules, attachments and appendices, constitutes

the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

15. <u>Notices</u>. Any notice or other communication to any party in connection with this Agreement 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.

Notice to Service Provider:

Grand Rapids Public Utilities Commission

Attn: General Manager

500 SE 4th St

Grand Rapids, MN 55744 Email: jakennedy@grpuc.org

Notice to Customer:

City of LaPrairie Attn: Lisa Mrnak 15 Park Drive

LaPrairie, MN 55744

Email: cityhall@laprairiemn.com

- 16. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Agreement 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 Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.
- 17. <u>Amendment and Waiver</u>. 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.
- 18. <u>Successors and Assigns</u>. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns. Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. No

assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.

- 19. <u>Previous Agreements</u>. This Agreement shall become effective and be in full force and effect following agreement to and adoption by the Grand Rapids Public Utilities Commission and City of LaPrairie, and shall rescind any prior Agreements to the extent that they are inconsistent herewith relative to this Agreement.
- 20. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
 - 19.1 **Property.** No fixed assets or personal or real property will be jointly or cooperatively held, acquired, or disposed of pursuant to this agreement.
- 21. <u>No Third-Party Beneficiaries</u>. Subject to Section 10, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 22. <u>Choice of Law</u>. This Agreement is made pursuant to and shall be governed, performed, construed, and enforced according to the laws of the State of Minnesota, without regard to conflicts of law principles.
- 23. <u>Venue</u>. Any dispute arising in connection with this Agreement shall be venued in Itasca County, Minnesota.
- 24. <u>Waiver of Jury Trial</u>. Due to the expense and time required for a trial by jury, the Parties hereby knowingly and voluntarily waive any right to trial by jury in the event of litigation regarding the performance or enforcement of this Agreement.
- 25. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

City of LaPrairie
By Sankillan
Name: JONATHAN BOLEN
Title: MAYOR
Grand Rapids Public Utilities Commission
By
Name:
Title

EXHIBIT A

DESCRIPTION OF SERVICES

Water, Wastewater Collection and Treatment, and Street Light Usage/Commodity Services

EXHIBIT B

FORM OF ADDITIONAL SERVICES AUTHORIZATION

- Grand Rapids Public Utilities Commission (GRPUC) shall invoice customers based upon
 the rate schedule set by LaPrairie. GRPUC will update LaPrairie's customer rates upon request.
 LaPrairie will have the option to participate in GRPUC's water and sewer rate studies at a prorated share of the study cost.
- 2. GRPUC shall indicate the amounts due for water, sanitary sewage and street light services as applicable separately on each customer invoice.
- 3. Customers shall be invoiced monthly.
 - a) GRPUC will read all water meters remotely on a monthly basis. Water meters must be equipped with a GRPUC-specified node to be read electronically. Estimated bills may be utilized if for some reason meter readings are not available.
- 4. Customer account changes shall be handled through GRPUC.
- 5. Customer billing estimates, questions and complaints related to the billing process will be handled directly by GRPUC. Questions and complaints relating to issues other than the billing process will be directed to LaPrairie.
- 6. GRPUC shall collect payments from LaPrairie's customers and shall remit revenues received to LaPrairie within thirty days of receipt.
- 7. GRPUC will send a Delinquent notice to LaPrairie's water/sewer customers. GRPUC shall not pursue credit and collection activity against LaPrairie's customers, beyond sending the above Delinquent notice to customers. GRPUC will provide LaPrairie a list of uncollectible accounts so that LaPrairie can pursue collection activities.
- 8. GRPUC shall provide LaPrairie with a monthly revenue report including water usage for each customer, and total usage billed for all customers.
- 9. GRPUC shall provide LaPrairie with a customer and address report when requested by LaPrairie.
- 10. GRPUC will comply with all Cold Weather Shutoff Rule requirements.

- 11. GRPUC shall process all changes for accounts as directed by the customer and shall reflect such changes on the next invoice submitted to the customer.
- 12. GRPUC will provide and mail to each customer notice of the annual Drinking Water Quality Report.
- 13. GRPUC shall provide a budget payment plan for those customers that wish to be on a budget.
- 14. For new construction services we will be billing the City of LaPrairie for the water meter, water node, and inspection fees for connection and meter.
- 15. All maintenance, emergency services, equipment replacement, etc. shall be handled by GRPUC and billed to LaPrairie on a monthly basis.
- 16. All state sales taxes, and any other applicable taxes collected through the billing services, will be remitted and reported to the appropriate agency by GRPUC
- 17. GRPUC shall provide customers of LaPrairie the same options to make utility bill payments as GRPU customers
- 18. GRPUC shall provide customers of LaPrairie with online services to interact with their accounts the same as GRPUC customers.

EXHIBIT C PAYMENT TERMS

UTILITIES PROVIDED SERVICES

Water, Wastewater Collection and Treatment, and Street Lighting usage and cost of service fees are listed on the Grand Rapids Public Utilities Commission website.

In consideration of the services provided by GRPUC to LaPrairie pursuant to this Agreement, LaPrairie shall pay to GRPUC the following cost of services and monthly charges:

UTILITY BILLING SERVICES

Monthly Charges: GRPUC shall invoice, and LaPrairie shall pay a monthly fee of \$995.60 for LaPrairie customer billing, which includes; a per customer meter read, a per customer invoice mailed, meter read where GRPUC provides the sewer collection service and LaPrairie provides the water service. This monthly charge shall be subject to annual review and adjustment due to increases in GRPUC costs.

MAINTENANCE SERVICES

Monthly Charges: GRPUC shall invoice, and LaPrairie shall pay, a monthly fee of \$731.00 for LaPrairie weekly Lift Station maintenance.

Any additional services requested by LaPrairie and provided or arranged by GRPUC, shall be on a time and material basis, based upon current billable rates charged by GRPUC or at GRPUC's actual cost if services are provided by a third party.

REQUESTED MAINTENANCE SERVICES

Any additional services requested by LaPrairie and provided or arranged by GRPUC, shall be on a **time and material basis**, based upon current billable rates charged by GRPUC or at GRPUC's actual cost if services are provided by a third party.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: April 19, 2023

AGENDA ITEM: Recognition of GFOA's Certificate of Achievement for Excellence in

Financial Reporting

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

I am pleased to announce that our annual comprehensive financial report for the fiscal year ending December 31, 2021 qualified for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The report was judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate the financial story.

The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by our staff.

With the Certificate of Achievement award to GRPU, an Award of Financial Reporting Achievement (AFRA) was also presented to Jean Key, Kari Helal, and Jean Lane who are the individuals primarily responsible for having earned this Certificate.

RECOMMENDATION:

Recognize GRPU staff for their efforts in obtaining the GFOA's Certificate of Achievement for Excellence in Financial Reporting.



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Grand Rapids Public Utilities Commission Minnesota

For its Annual Comprehensive Financial Report For the Fiscal Year Ended

December 31, 2021

Christopher P. Morrill

Executive Director/CEO



The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Kari Helal

Accounting Technician
Grand Rapids Public Utilities Commission, Minnesota



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 3/27/2023



The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Jean Key

Accounting Technician-Payroll/Benefits
Grand Rapids Public Utilities Commission, Minnesota



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Executive Director

Christopher P. Morrill

Date: 3/27/2023



The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Jean M. Lane

Business Services Manager Grand Rapids Public Utilities Commission, Minnesota



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 3/27/2023



Service is Our Nature

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ADMINISTRATION DEPARTMENT MONTHLY REPORT April 2023 Commission Meeting

Staffing

- Ron Guertin, WWTP Operator, began employment with GRPU on April 10, 2023. (see consent agenda)
- Staff activities are planned for Public Employee Appreciation Week, May 7-13.
- Summer intern hiring process beginning in next week. This year we're looking for a Business Intern.
- Part-time special project coordinator hiring process in the works for the Enterprise Resource Planning (ERP) project and the Engineering Advisor project.

Community Involvement

- Unfortunately, we received no applications for the MMUA Tom Bovitz Memorial Scholarship this year.
- Together with City staff and one Councilmember, we are participating in the MPCA-led Gold Leaf Exchange meetings on energy action planning.
- GRPU is participating in the City's No Mow May campaign again this year. (see info online soon)

Governance

- Working on the Commission strategic planning session for later this year and looking to consider having a kickoff session (~1 to 1.5 hrs) on June 29 over the lunch hour, just prior to the Solar plus Storage ribbon-cutting event that afternoon. More details and discussion on the planning process and the ribbon cutting event at the April 26 work session.
- We're looking at revising the May work session date from the morning of May 24 to the afternoon of May 17. Commissioners, please notify Julie with availability for May 17.

Legislative

 Following state legislation with weekly MMUA conference calls and Coalition of Greater Minnesota Cities (CGMC) outreach. Attached are slides from a recent CGMC webinar on "Session Half-Time Report".



CGMC Half-Time Report

Bradley Peterson & Elizabeth Wefel

April 11, 2023





Please use the Q&A function for questions





Agenda

Welcome

Legislative Landscape

DFL Budget

CGMC Priorities:

- LGA
- Environment
- Bonding
- Economic Development (Housing, Child Care, BDPI)
- Transportation
- Paid Family Medical Leave & Duty Disability

Overall Messaging



Legislative Landscape



- Session has most normal feel since pandemic
- DFL Trifecta moving quickly on sweeping agenda
- GOP minorities in the House & Senate have little influence
- Early session = Progressive Agenda
 - 100% clean energy by 2040
 - Codifying reproductive rights
 - Free school meals
 - Driver's licenses for all





DFL Budget

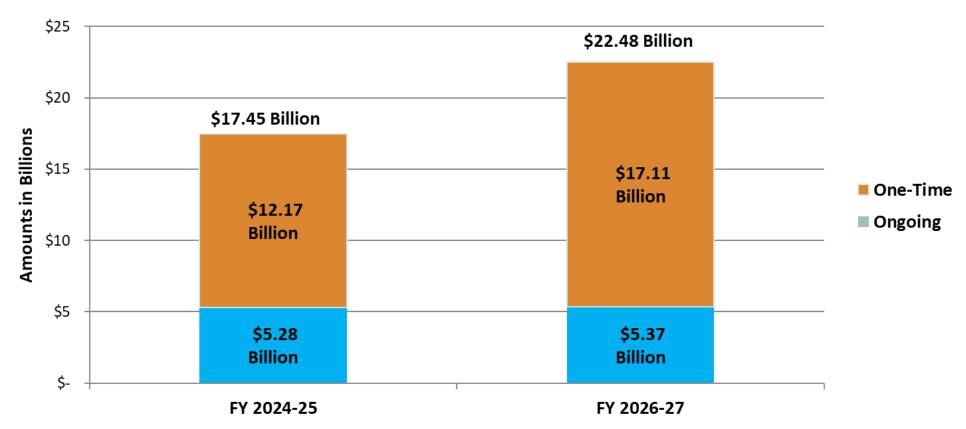


One-Time vs. Ongoing Money



FY 2024-25 and FY 2026-27 Budget Surplus

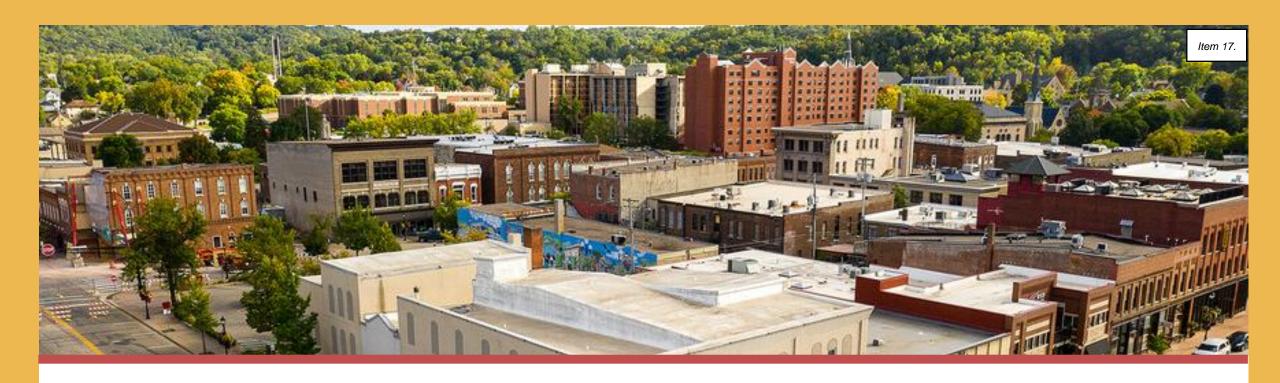
Based on February 2023 Forecast



The Trifecta Budget



Trifecta Targets: General Fund Impact (in millions)	FY 2023-2025	
-	<u> </u>	2.240
Education Finance	\$	2,210
Health & Human Services	\$	1,400
Onetime Capital Projects	\$	2,298.5
Housing & Homelessness Prevention	\$	1,000
Transportation	\$	1,075
Jobs & Economic Development	\$	990
Taxes, Aids, & Credits	\$	3,000
All Other	\$	5,526.5
TOTAL	\$	17,500



Update on LGA

LGA 'Asks' Heading Into Session

- \$150 million increase to LGA appropriation
 - Joint ask with Counties for LGA/CPA increase
- Update to LGA formula
- Inflation & population growth added to appropriation in 2025 & thereafter





Competition for LGA in Tax Bill



- Joint \$3 billion target is small for everything they claim to want to do:
 - Renters Credit
 - Child & Dependent Care Credit
 - Walz Checks
 - Public Safety Aid
 - Social Security



Governor Walz's Local Government Aid Budget



- Proposal includes an increase of \$30 million; LGA goes up from \$564 million to \$594 million
- Proposal updates the factors used to calculate need
- CGMC responds
- Walz increases proposal to \$40 million in supplemental budget

Advocacy in Action



Virginia Mayor Larry Cuffe Jr. testifies alongside HF 1377 bill author Rep. Dave Lislegard in the House Property Tax Division

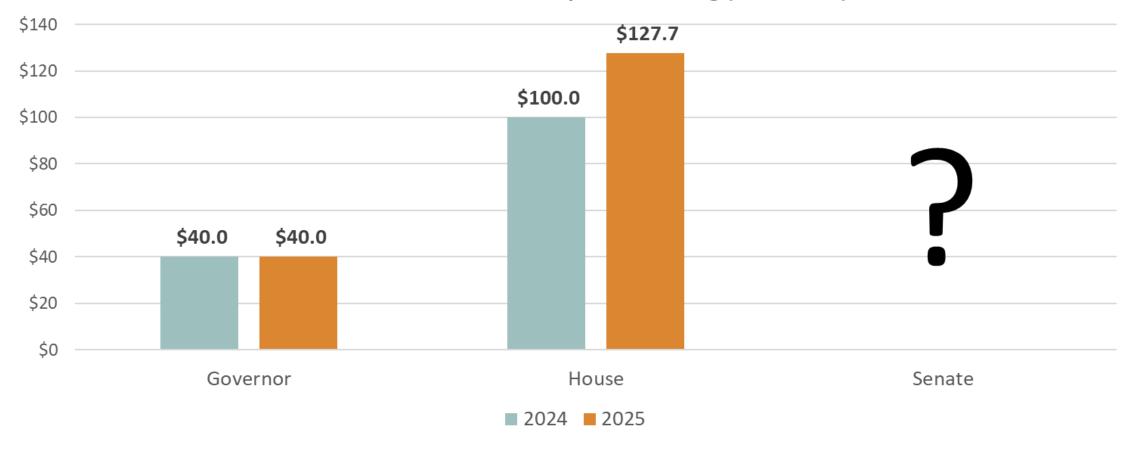


St. Joseph Mayor Rick Schultz testifies alongside SF 1828 bill author State Senator Matt Klein in the Senate Tax Committee

LGA Proposed Funding Increase



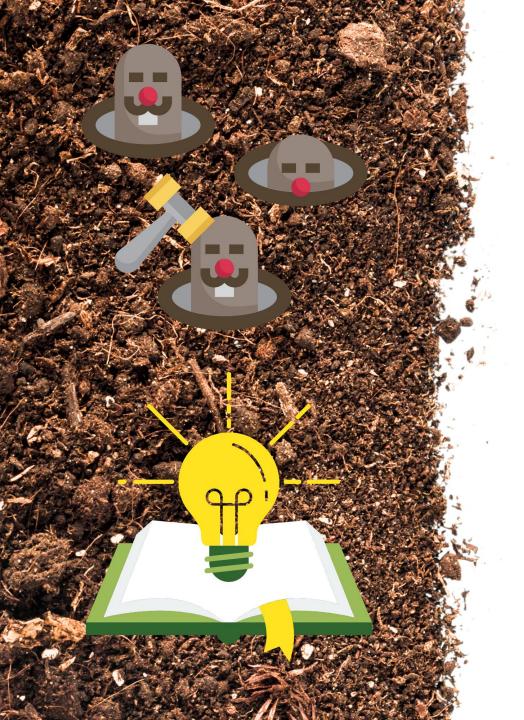
Local Government Aid Proposed Funding (in millions)



Next Steps: Tax Bill & LGA



- House Omnibus Tax Bill unveiled in Committee
- Senate Omnibus Tax Bill unveiled in Committee
- Omnibus bills will be different
- House Ways & Means/Senate Finance
- Pass Omnibus Tax Bills off of House & Senate floors
- CONFERENCE COMMITTEE



Environmental Issues

A Game of "Whack-A-Mole"

Environmental Challenges & Issues in Greater MN



PFAS

Changing weather patterns

Groundwater contamination

Surface water concerns

Aging infrastructure

Lead pipes

Environmental Justice

Environmental Justice



- Historical problem exists in which minorities
 & low-income persons have lived heavily polluted areas
- Due to racially restrictive covenants, minorities had limited choice in where they could live in metropolitan areas:
 - Zoning typically placed heavy industry, highways, & other pollution sources in those areas
 - Significant health issues developed, especially in pockets of Minneapolis & other neighborhoods in urban areas through the state
- Emerging area both law & remedies are uncertain

Environmental Justice



- Addressing proposals on this issue has been challenging
- A variety of remedies have been proposed
- Analysis & data are lacking to determine whether proposals will achieve goal of protecting disadvantaged communities

 CGMC working with others to ensure that proposals do not undermine environmental goals & economic growth

Cumulative Impacts



- Cumulative Impacts (CI) proposal attempts to put guard rails around projects that would emit pollution in affected area
 - Would require analysis of total impacts & engage community members
- CHALLENGE: Proposals have been too broad
- CI applies to areas considered Environmental Justice areas
 - Initial maps included much of the state
- Initial proposals included wastewater & most air permits
- If subject to CI proposal, permittee would be required to undertake complex analysis, permits could be denied for any expansion, & outside groups could participate in negotiations
- CGMC working with others to address issue in a more focused manner

MPCA Citizens Board

MPCA formerly governed by an 8-member citizens board & the MPCA Commissioner

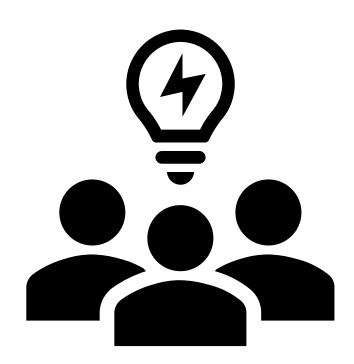
Board had some power over permits, more power over environmental review & rulemaking

Eliminated in 2015

MPCA Citizens Board



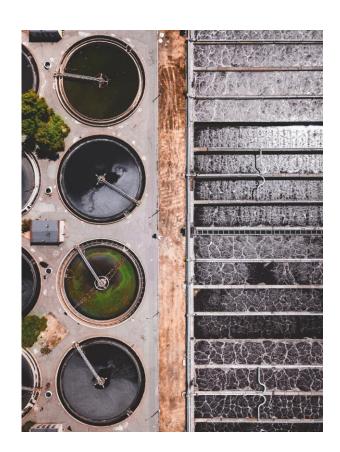
- New proposal in House to reinstate Board
- More powers, including <u>ALL</u> permits & variance decisions
- Membership is limited Must include 3 members of underrepresented communities, one labor union member, & one small farmer
- No technical expertise requirement
- Wastewater operators specifically excluded



Public Facilities Authority Funding



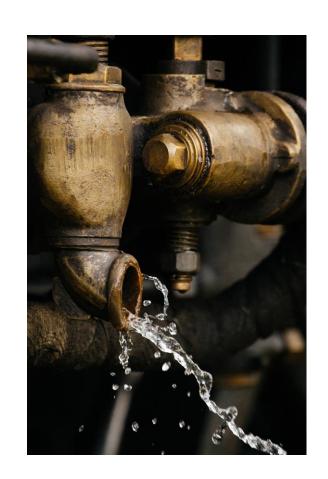
- PFA makes it possible for cities to construct & upgrade wastewater & drinking water facilities
- Loans available for most projects
- Certain grants & forgivable loans awarded based on affordability
- House bonding Chair is concerned that these metrics are not up-to-date & do not reflect concerns about environmental justice:
 - Wants funding to go to areas of real need
 - Initial proposal would shift funds to larger cities who may not need money & could bankrupt local programs
- Discussions continue...



Lead Pipes



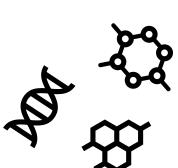
- EPA requiring all cities to conduct inventory by October 2024
 - Removal plans will be required for some cities
- Removing pipes is expensive, especially for homeowners
- CGMC proposal would have funded \$800 million over 10 years
- Targets include \$240 million for next biennium as downpayment
- Waiting floor vote in Senate, House Ways & Means

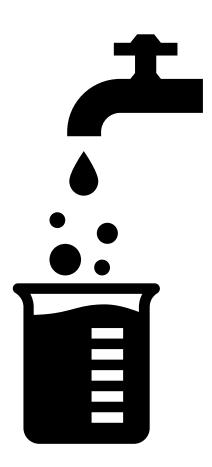


PFAS: Per- & Poly-fluoroalkyl Substances



- Presence in drinking water can cause serious health issues
- Expensive to remove from drinking water, infeasible at wastewater
- CGMC engaged on issue for years; focused on source control & funding
- Multiple proposals in both Senate & House
- Ban certain uses
- Fund removal & monitoring
- Water quality rulemaking





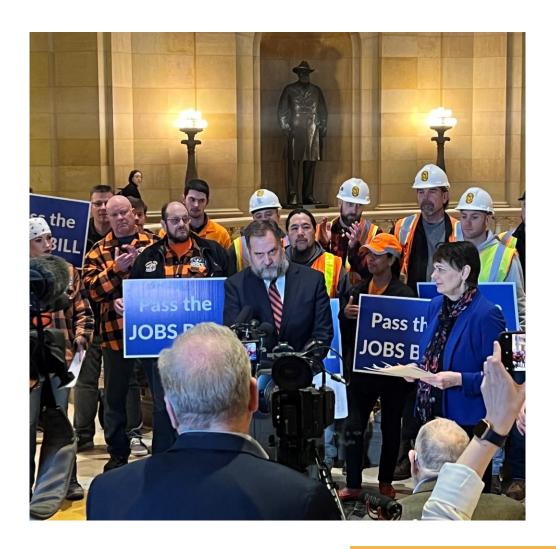


Bonding: How's it going?

... Poorly!



- Constitutional requirements:
 - House passes bill first & sends to Senate
 - Super majority required for passage
- Legislature failed to pass bonding bill in 2022 (traditional big bonding year)
- House unveiled & passed proposal with 21 GOP members in favor
 - Historic funding for PFA & water projects
 - Child care, BDPI, & CGMC member projects also funded
- Senate failed to pass on party-line vote



Senate GOP Looking for Leverage

- Senate GOP press conference indicating no votes for bonding bill until there is "meaningful" tax relief
- Attempt to tie social security tax exemption to passage of bonding bill
- Following failure of bonding bill, Senate GOP doubles down on strategy & presses for tax cuts plus agreement on items such as funding for long-term care
- **PROBLEM!** DFL doesn't need GOP votes to move infrastructure package



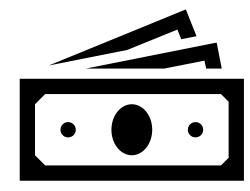


Potential Capital Investment Outcomes



- Senate GOP given a "second chance" to vote for bonding bill
- DFL moves to all "cash" bill sidestepping need for GOP votes
 - Results in fewer projects in republican districts & in Greater MN
 - Unclear how CGMC priorities would fare under this option
- Traditional bonding bill with GOP votes is optimal outcome for CGMC & member cities







Economic Development: Housing, Child Care, & BDPI

Housing Priorities











Child Care Priorities

	DEED Child Care Economic Development Grant	Initiative Foundation Grants
Governor	\$13 million	\$7 million
Senate	\$13 million	\$7 million
House	\$13 million	\$7 million





Business Development Public Infrastructure (BDPI)

	Jobs Bill	GO Bonding Bill
Governor	\$3.5 million	\$8.4 million
Senate	\$4.5 million	\$10 million
House	\$3.5 million	\$10 million







Paid Family Medical Leave (PFML)

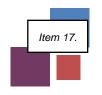
Paid Family Medical Leave



- High priority for DFL Trifecta
 - SF 2/HF 2
- Creates Paid Family Medical Leave Program paid for by employer/employee premiums
- Analogous to unemployment insurance system run through DEED
 - Benefits tracked & administered through DEED
- Start up costs as reflected through Trifecta Budget = \$668.3 million



Paid Family Medical Leave



	House	Senate	
Weeks Allowed	12 weeks medical 12 weeks family/caregiving	Total of 20 weeks between medical & family	
Premium	0.07% of payroll	0.07% of payroll (over 30 employees) Formula to reduce premiums for employers with less than 30 employees	
Definition of Family	Broad – including someone with "affinity" relation to employee	Similar – does not include "affinity" language	
Treatment of Seasonal Employees	Seasonal employees included in program	Employees excluded unless worked 150 days in year	
Use of Existing Benefits	Not eligible for PFML if using other leave in same week provided by employer	"May" use existing leave if PFML eligible	

Final PFML Details Still Being Worked Out



- Both House & Senate versions have gone through multiple committees
- Both versions have received significant number of amendments through process
- Businesses & local gov'ts trying to make proposals "workable"
 - CGMC has been participating in discussions, but mostly letting LMC & AMC take the lead
- Will likely require more amendments before it could pass the Legislature (especially the Senate)



Duty Disability

Duty Disability



- Requires that, before a public safety employee can receive a duty disability designation for a mental health condition, they must receive up to 24 weeks of treatment
- Goal is to return employee back to work if possible & reduce the number of personnel leaving permanently
- Local gov't employer pays for treatment & is fully reimbursed by the state
- State public safety officer benefit account is fully funded to reimburse local gov'ts for ongoing health insurance obligation
- Bill does not make process changes to duty disability system that CGMC had hoped & pressed for

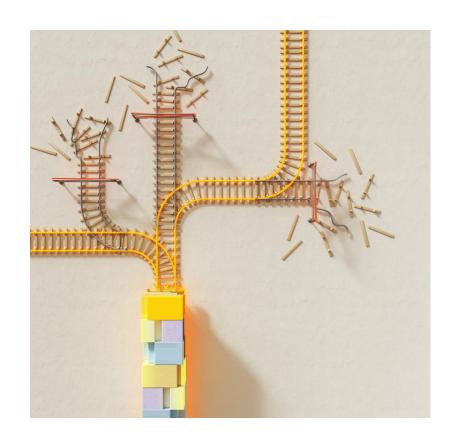


Transportation

Top CGMC Transportation Priorities



- Small City Streets
 - Ongoing, dedicated funding of at least \$25 million/year
- Larger City Streets
 - Additional funding of at least \$25 million/year
 - Backfilling MSA revenues that are down due to lagging state funding sources
- Corridors of Commerce
 - At least \$200 million in new funding
 - Programmatic changes that benefit Greater MN Projects



The Headlines So Far? Tax & Fee Increases

- While the state's general fund swells, transportation revenues have lagged behind
- Both chambers are proposing tax & fee increases that could amount to billions in additional funding for Minnesota transportation
- Both the House & Senate are considering a range of tax & fee increases for transportation, including:
 - A 75-cent fee on deliveries such as online retail or food purchases
 - Increase in the Motor Vehicle Sales Tax from 6.5% to 6.875%
 - Increases in registration taxes (aka "tab fees")
 - New metro-only sales tax to fund metro transit (with a small allocation to metro highways)
- Senate bill also includes a new surcharge on tab fee renewals



Small City Street Funding (pop. less than 5K)

House (HF 2887)

- Creates dedicated revenue for city streets by setting up a new "transportation advancement account"
 - Revenues generated by various sources are directed to the "Transportation Advancement Account," 20% of which is dedicated to small city streets
- Funding phases in at a set amount, then grows over time:
 - <u>2024</u>: \$38,532,000
 - <u>2025</u>: \$38,532,000
 - <u>2026</u>: \$42,410,000
 - <u>2027</u>: \$42,676,000

Senate (SF 3157)

- Allocates dedicated revenue to small city streets from two sources:
 - A portion of the revenues derived from sales taxes on auto parts
 - A new surcharge on tab fees
- Funding is less than the House, but is still substantial & grows gradually over time:
 - <u>2024</u>: \$18,140,000
 - <u>2025</u>: \$20,346,000
 - <u>2026</u>: \$21,005,000
 - <u>2027</u>: \$21,697,000

Larger Cities Street Funding (pop. more than 5K)

House (HF 2887)

- Revenue increases in the bill put significant new dollars toward MSA cities
- New funding for MSA would phase in as follows:
 - <u>2024</u>: \$10.8M
 - 2025: \$44.5M
 - <u>2026</u>: \$52.5M
 - <u>2027</u>: \$54.8M

Senate (SF 3157)

- New revenues that flow from tax & fee increases go even farther than the House proposal:
 - <u>2024</u>: \$23.2M
 - 2025: \$54.2M
 - <u>2026</u>: \$63.1M
 - <u>2027</u>: \$68.1M
- Senate also includes the establishment of a "Larger Cities Assistance Account" to provide discretionary funding to larger cities that is not limited to use on the MSA system
 - Revenues flowing to this new account would allocate roughly \$20M per year in new funding for larger cities

Corridors of Commerce

- Both the House & Senate include policy language aimed at regional balance:
 - <u>House</u>: Improves regional balance by separating rural projects from metro & metro-adjacent projects
 - <u>Senate</u>: Language is still a "work in progress," according to key Senators, but the end goal is enhanced regional balance in the program
- Half-time takeaway: the House bill contains better policy language for Greater MN projects, but the Senate invests far more dollars







Message for 2nd Half of Session

- Put cities on a firm footing with an LGA increase of at least \$100 million (matching the current House number)
- Update the LGA formula as worked on by the major city groups
- Proceed carefully with new environmental laws to avoid unnecessarily hampering growth & development in Greater MN
- Pass a robust capital investment bill that invests in water & wastewater infrastructure across the state as well as other program & projects that will support Greater MN communities
- Make significant investments in housing, child care & transportation to support communities across the state



Questions?



Upcoming Events



- CGMC Breakfast @ LMC Annual
 Conference
 - June 21 23, Duluth
- CGMC Summer Conference
 - July 26 28, Thief River Falls
 - Registration will open soon!



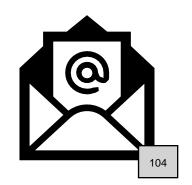
Contact

Bradley Peterson

bmpeterson@flaherty-hood.com

Office: (651) 259-1911

Cell: (651) 357-7369





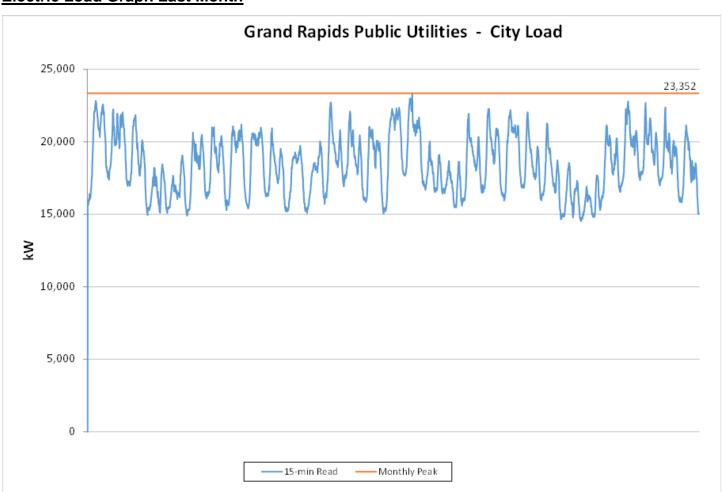
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ELECTRIC DEPARTMENT MONTHLY REPORT April 2023 Commission Meeting

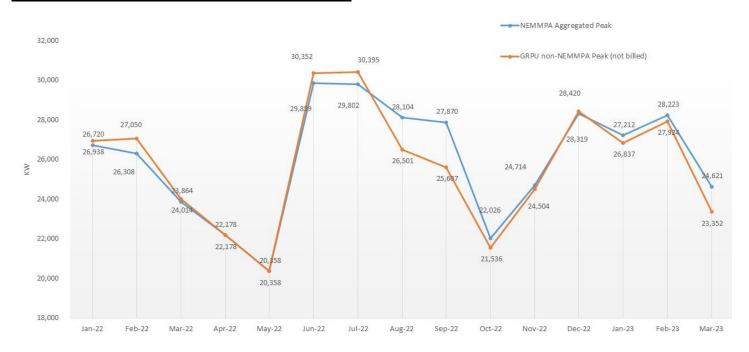
Reliability Report Last Month

We are working on creating the reports from our new OMS software and this will be covered in the presentation.

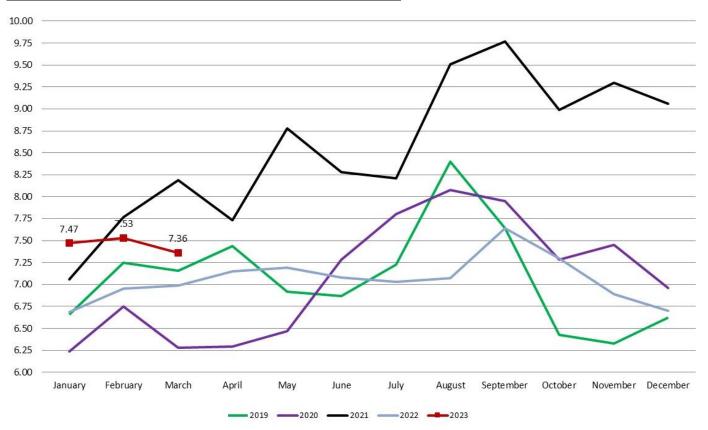
Electric Load Graph Last Month



NEMMPA vs. non-NEMMPA Peak Last Month



Effective Wholesale Electric Power Rate Last Month



Capital and Operations Project Summary

Agency Lead	Dept	Proj Desc	Proj#	Budget	Amount Spent	Percent Complete
	-	•	•	•		•
GRPU	ELEC	Distribution System Transformers	ELEC2306	\$150,000	\$ 0	1%
GRPU	ELEC	Crystal Springs Conversion	ELEC2135	\$146,000	\$ 0	0%
GRPU	ELEC	Reliability Upgrades	ELEC2314	\$100,000	\$0	0%
GRPU	ELEC	Tree Trimming	EOPS	\$100,000	\$0	0%
GRPU	ELEC	Backyard Machine	ELEC2318	\$90,000	\$0	0%
GRPU	ELEC	OH Replacements	ELEC2304	\$60,000	\$0	0%
GRPU	ELEC	Power Pole Replacement	ELEC2311	\$50,000	\$0	0%
GRPU	ELEC	Distribution System Services	ELEC2301	\$40,000	\$0	0%
GRPU	ELEC	SW 1st Avenue Conversion	ELEC2317	\$30,000	\$0	0%
GRPU	ELEC	UG Replacements	ELEC2305	\$30,000	\$0	1%
GRPU	ELEC	Maple Street Conversion	ELEC2316	\$29,000	\$0	0%
GRPU	ELEC	AMI Meters	ELEC2307	\$25,000	\$0	1%
GRPU	ELEC	Security Lighting	ELEC2303	\$13,996	\$0	0%
GRPU	ELEC	Duel Fuel Services	ELEC2302	\$2,560	\$0	0%
City	ELEC	21st St & Forest Hills Dr	EOPS			
Developer	ELEC	Ainsworth Site Transformer	EOPS		\$62,283	1%
GRPU	ELEC	CSC Generator	EOPS			
GRPU	ELEC	East Sub Rewire	EOPS		\$0	0%
City	ELEC	Forest Lake School Site Housing	EOPS			
Developer	ELEC	Newman Campground - LaPrairie	EOPS		\$33,000	40%
City	ELEC	Sylvan Bay Area Reconstruction	EOPS			

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In Service - operational but final close out needed

Completed - done and closed out

On Hold - waiting on some type of significant action



Service is Our Nature

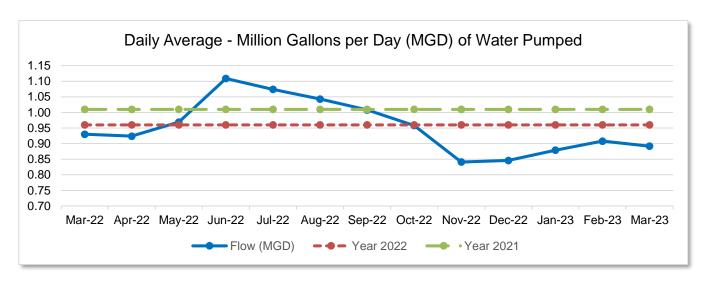
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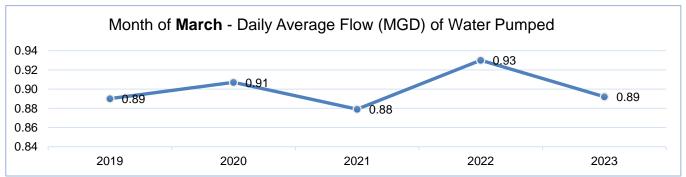
WATER UTILITY MONTHLY REPORT April 2023 Commission Meeting

Water Operations

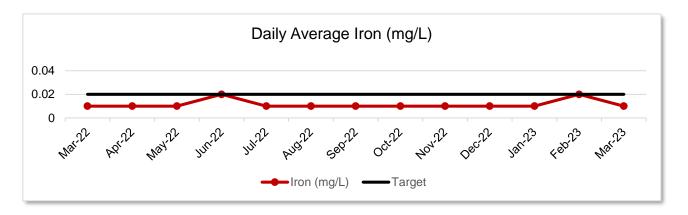
The water plant pumped an average of 0.89 million gallons of water per day (MGD) with a peak of 1.04 million gallons during last month which is typical for this time of the year.

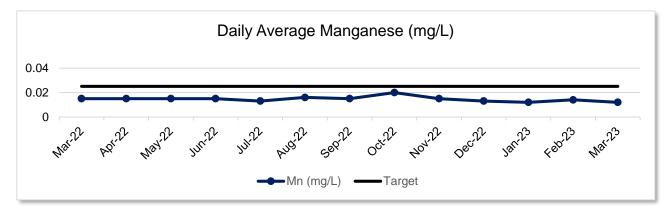
Unaccounted flow for 2022 was 10.4%. We had two watermain breaks, one in SW and one in NE.

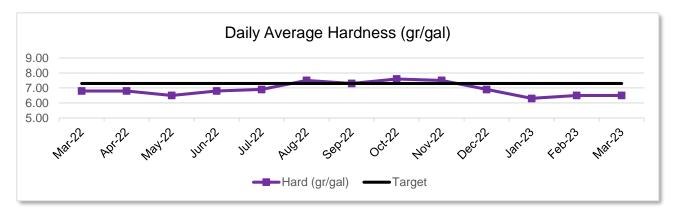


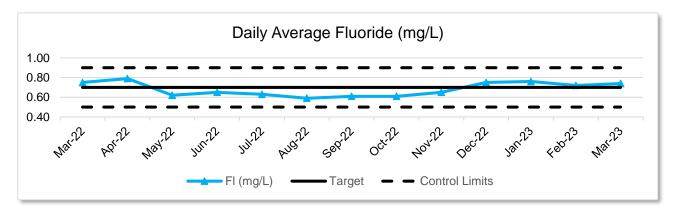


All water quality analysis was normal for the month as seen in the graphs below.



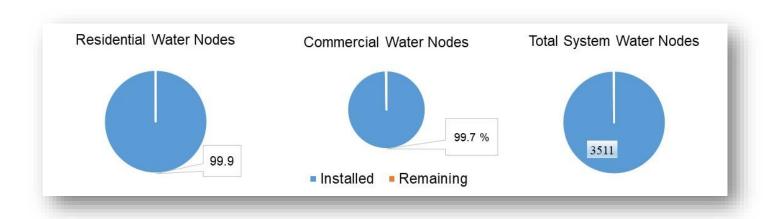






AMI Water Install Last Month

We installed no water nodes. We currently have 3512 (99%) active water nodes installed in the system. We still have 1 residential and part of one commercial install left to complete the project.



Capital and Operations Project Summary

		COMMISSIO	N REPORT C	ONTENTS					
Agency					Amount	Percent			
Lead	▼ Dept	Proj Desc	Proj #	Budget 🚚	Spent -	Complete -	Status -	Noted Issues / Highlights	~
GRPU	WATE	R Water Plant Renovations	WATR2213	\$4,943,400	\$0	0%	Not Started		
City	WATE	R Sylvan Overlays	WATR2306	\$1,202,000	\$20,000	0%	In Progress		
GRPU	WATE	R Category 1 - Piping Repairs	WATR2312	\$350,000	\$0	0%	Not Started		
GRPU	WATE	R South Tower Coating Repairs	WATR2310	\$150,000	\$0	0%	Not Started		
GRPU	WATE	R Curb Stop Replacements	WATR2305	\$100,000	\$0	0%	Not Started		
City	WATE	R Paradise Park	WATR2313	\$85,000	\$0	0%	Not Started		
City	WATE	R River Road Roundabout	WATR2311	\$82,455	\$0	0%	Not Started		
GRPU	WATE	R High Service Pump Controls	WATR2005	\$60,000	\$0	0%	Not Started		
GRPU	WATE	R Well 2 Rehabilitation	WATR2004	\$55,000	\$0	0%	Not Started		
GRPU	WATE	R WTP Security	WATR2108	\$43,000	\$0	0%	Not Started		
GRPU	WATE	R Mid-Tower Coating Repairs	WATR2107	\$38,000	\$0	0%	Not Started		
GRPU	WATE	R Fire Hydrant Repairs	WATR2209	\$35,000	\$ 0	0%	Not Started		
GRPU	WATE	R Radio Communication Upgrades	WATR2308	\$30,000	\$0	0%	Not Started		
GRPU	WATE	R Booster Station Panel View	WATR2302	\$30,000	\$0	0%	Not Started		
GRPU	WATE	R WTP Turbidity Meters	WATR2207	\$30,000	\$26,238	15%	In Progress		
GRPU	WATE	R WTP Flow Meters	WATR2204	\$30,000	\$22,030	25%	In Progress		
GRPU	WATE	R WTP Main Valve	WATR2212	\$22,500	\$0	0%	Not Started		
GRPU	WATE	R WTP Valve Updates	WATR2304	\$20,000	\$0	0%	Not Started		
GRPU	WATE	R WTP Sewage Ejector System	WATR2206	\$20,000	\$0	0%	Not Started		
GRPU	WATE	R Replace Fiber (SH to City Hall)	WATR2309	\$15,000	\$0	0%	Not Started		
GRPU	WATE	R WTP Communication with Wells	WATR2211	\$15,000	\$0	0%	Not Started		
GRPU	WATE	R WTP Aerator Media	WATR2208	\$12,000	\$0	0%	Not Started		
GRPU	WATE	R WTP Sludge Pump	WATR2205	\$11,000	\$0	0%	Not Started		
GRPU	WATE	R Hydrant Meters	WATR2203	\$8,700	\$0	0%	Not Started		
GRPU	WATE	R WTP Backwash Valve	WATR2307	\$5,000	\$0	0%	Not Started		

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Service is Our Nature

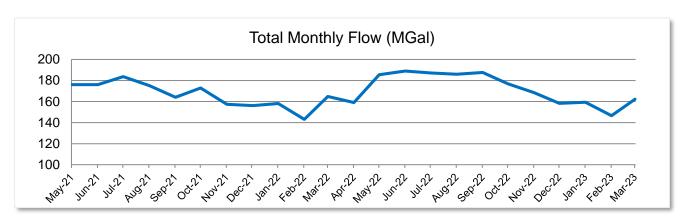
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WASTEWATER UTILITY MONTHLY REPORT April 2023 Commission Meeting

Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 162 million gallons of water removing 99.6% of the Total Suspended Solids (TSS) and 99.2% Biochemical Oxygen Demand (cBOD).

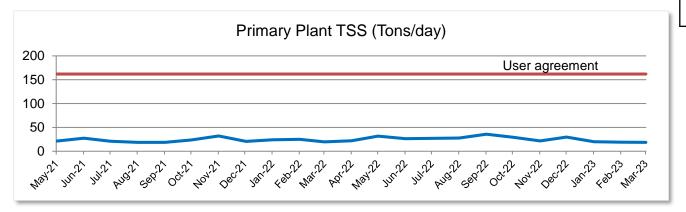
We passed all lab performance testing for the annual lab certification.



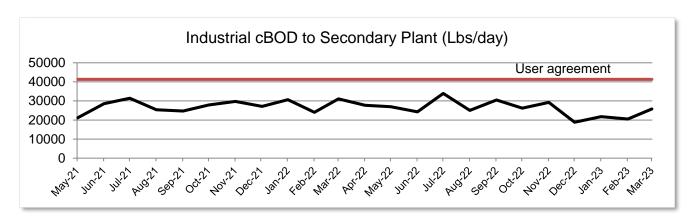
	Design Limits (monthly AVG)	Actual Results
Primary Plant		
Flow (MGD)	13.25	4.0
TSS (Tons/day)	162	18.8
TSS Peak (Tons/Day)	284	36.7

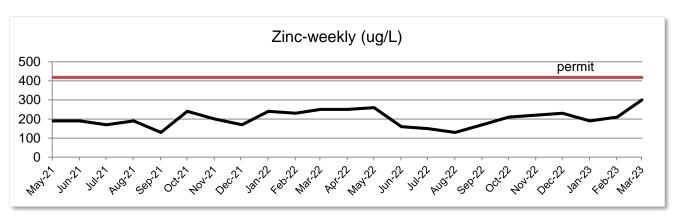
112





	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	5.2
cBOD (lbs/Day)	41,300	28,296
Peak cBOD (lbs/Day)	57,350	40,953
Zinc-weekly (ug/L)	418	300
% GRPUC		26.7%

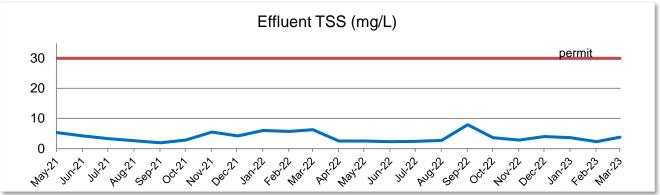


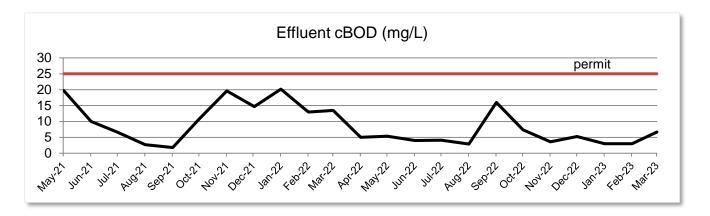


	Permit Limits (monthly AVG)	Actual Results
Effluent		
TSS (mg/L) – monthly average	30	3.8
cBOD (mg/L) - monthly average	25	6.7
Dissolved Oxygen (mg/L)	>1.0	8.2

3

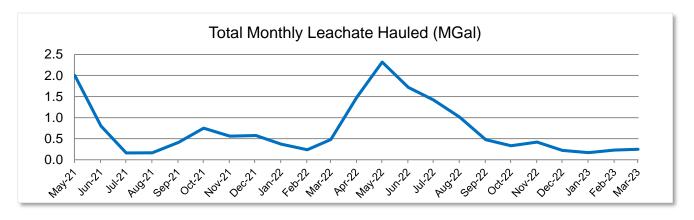






Sludge Landfill Operations

- 0.25 million gallons of leachate were hauled last month which is typical for the month of January.
- 3,588 cubic yards of sludge solids were hauled to the landfill



Item 20.

Capital and Operations Project Summary

Agency										Amount		Percent			
ead	~	Dept	Ţ,	Proj Desc	P	roj#	~	Budget	ŢŢ.	Spent	-	Complet 🔻	Status	*	Noted Issues / Highlights
City		WWC		Sylvan Overlays	٧	WCO2	310	\$1,010,000		\$0		0%	Not Starte	d	
GRPU		wwc		Category 1 - Piping Repairs	۷	WCO2	308	\$350,000		\$0		0%	Not Starte	d	
City		WWC		River Road Roundabout	٧	WCO2	312	\$210,959		\$0		0%	Not Starte	d	
GRPU		WWC		Jetting				\$150,000		\$0		0%	Not Starte	d	
GRPU		wwc		Jetting Camera	٧	WCO2	303	\$60,000		\$55,000		75%	In Progres	SS	
City		WWC		6th Ave NW (4th-5th)	٧	WCO2	302	\$52,000		\$0		0%	Not Starte	d	
GRPU		WWC		Lift Station 2 - Generator and Switch	٧	WCO2	207	\$36,490		\$0		10%	In Progres	SS	
GRPU		WWC		Lift Station Pumps	٧	WCO2	005	\$35,000		\$34,460		20%	In Progres	ss	
GRPU		WWC		Lift Station 8 Controls Update	۷	WCO2	601	\$35,000		\$20,100		15%	In Progres	SS	
GRPU		WWC		Lift Station 6 I/I Repairs	٧	WCO2	307	\$35,000		\$0		0%	Not Starte	d	
GRPU		WWC		Lift Station 9 Controls Update	٧	WCO2	304	\$35,000		\$19,100		15%	In Progres	SS	
GRPU		WWC		Lift Station 3 - Generator and Switch	٧	WCO2	208	\$32,825		\$0		10%	In Progres	SS	
GRPU		WWC		Lift Station 2 Pump	۷	WCO2	305	\$25,000		\$0		0%	Not Starte	d	
GRPU		WWC		Clinic Lift Alarm Agent	٧	WCO2	103	\$20,000		\$8,085		25%	In Progres	SS	
GRPU		wwc		Manhole Replacements	٧	WCO1	805	\$20,000		\$0		0%	Not Starte	d	
GRPU		wwc		Mains and Services	٧	WCO1	804	\$15,000		\$0		0%	Not Starte	d	
GRPU		wwc		Lift Station 2 Flow Meter	٧	WCO2	309	\$8,000		\$0		0%	Not Starte	d	
GRPU		WWT		Septic Hauler Dump Station	٧	WSP2	301	\$350,000		\$0		0%	Not Starte	d	
GRPU		WWT		Landfill Cover Work Ph 1-4, Ket D	٧	WSD2	301	\$250,000		\$0		0%	Not Starte	d	
GRPU		WWT		Secondary Aeration Basin Mixer Rep	va V	WSP1	804	\$175,000		\$0		0%	Not Starte	d	
GRPU		WWT		Rebuild Domestic Screen	٧	WDO1	801	\$150,000		\$0		0%	Not Starte	d	
GRPU		WWT		Replace Fiber ASV to CSC	٧	WSC2	301	\$54,000		\$0		0%	Not Starte	d	
GRPU		WWT		Bleach Tank Replacement	٧	WSP2	302	\$50,000		\$29,730		25%	In Progres	SS	
GRPU		WWT		Sludge Screw Conveyor - Screw	٧	WPP2	103	\$50,000		\$0		0%	Not Starte	d	
GRPU		WWT		Demo of old Primary Plant	٧	WPP2	001	\$50,000		\$0		0%	Not Starte	d	
GRPU		WWT		Trash Compactor	٧	WDO2	302	\$50,000		\$0		0%	Not Starte	d	
GRPU		WWT		Painting Primary Clarifiers	٧	WPP2	003	\$40,000		\$0		0%	Not Starte	d	
GRPU		WWT		Primary Plant Sludge Pumps	۷	WPP2	303	\$28,000		\$0		0%	Not Starte	d	
GRPU		WWT		Primary Sludge Pump VFD	٧	WPP2	301	\$24,000		\$0		0%	Not Starte	d	
GRPU		WWT		Landfill Phase Pumps	٧	WSD2	302	\$18,000		\$0		0%	Not Starte	d	
GRPU		WWT		Forks for Front End Loader	۷	WPP2	202	\$12,000		\$0		0%	Not Starte	d	
GRPU		WWT		Replace Fiber Segment 1	۷	WSH2	302	\$12,000		\$0		0%	Not Starte	d	
GRPU		WWT		VFD Upgrades for Lift Pumps	٧	WSH2	301	\$12,000		\$0		0%	Not Starte	d	
GRPU		WWT		Leachate Phase Pump	٧	WSD2	101	\$8,000		\$0		0%	Not Starte	d	
GRPU		WWT		Screw Press VFD	٧	WPP2	302	\$8,000		\$0		0%	Not Starte	d	
GRPU		WWT		Flow Meter for Domestic Flow	۷	WDO2	301	\$7,000		\$0		0%	Not Starte	d	
GRPU		WWT		WWTP Alarm Agent	٧	WPP2	304	\$6,500		\$6,000		25%	In Progres	ss	

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Grand Rapids Public Utilities

April 19, 2023 Commission Meeting

Department Head Presentation

Chad Troumbly – Electric Department Manager



Using Data to Make Decisions

- Monthly Statistics
- Circuit Rating
- Cause Pie Chart

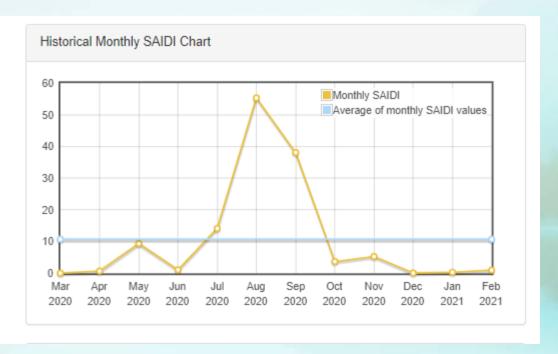




Reliability Reporting

Monthly Statistics Feb 2021

IEEE 1366 Statisti	CS	
Metric	Feb 2021	Feb 2020
SAIDI	1.011	3.332
SAIFI	0.0147	0.0475
CAIDI	68.972	70.114
ASAI	99.9973%	99.9917%
Momentary Interruptions	0	0
Sustained Interruptions	3	4



SAIDI = Number of interruptions

SAIFI = Average number interruptions per customer

CAIDI = Customer Average Interruption Duration

ASAI = The Average Service Availability

Reliability Reporting

Circuit Rating

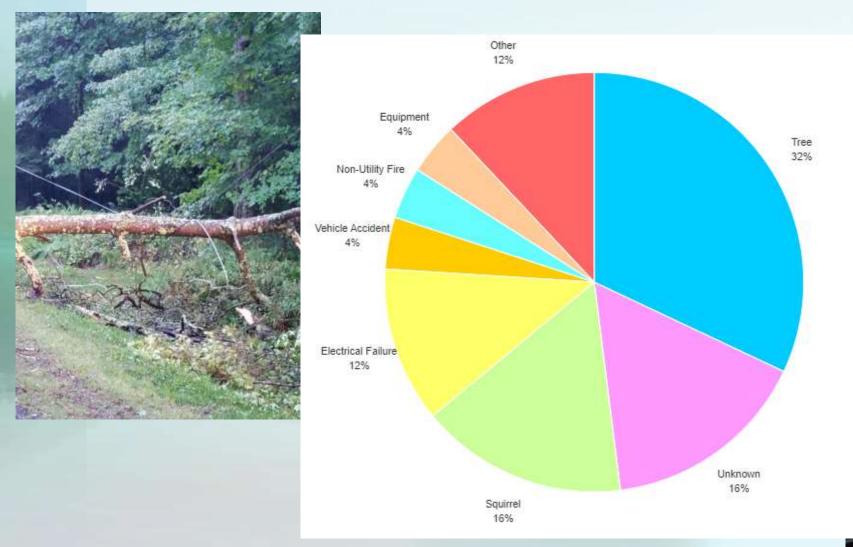
Circuit Name	Substition Name	Number of Outag
Feeder 320	Main Substation	4
Feeder 320	Main Substation	4
Feeder 327	Main Substation	4
FEEDER 109	TIOGA SURSTATION	3
0.24	Crystal Lake Substation	2
ES07	East Substation	1
Feeder 326	Main Substation	1
ES06	East Substation	1
ES65	East Substation	1
Too 60 Claredra Danks	d by Customer Interruptions	
Circuit Name	Substitution Name	Customer Interruption
Feeder 327	Main Substation	1,007
Feeder 320	Main Substation	534
Feeder 320	Main Substation	190
FEEDER 109	TIOGA SUBSTATION	51
E985	East Substation	12
ES07	East Substation	2
0.24	Crystal Lake Substation	2
Feeder 326	Main Substation	1
E906	East Substation	+
Too 10 Circults Ranka	d by Customer Minuses of Duration	
	d by Customer Minutes of Durston Substation Name	Customer Minutex of Dursdon
Circuit Name		Customer Minutes of Duredon 150,091
Circuit Name Funder 327	Substation Name	
Circuit Name Feeder 327 Feeder 320	Substation Name Main Substation	150,091
Circuit Name Feeder 227 Feeder 200 Feeder 200	Substation Nama Main Substation Main Substation	150,091 64,666
Top 10 Circults Ranka Circuit Nama Feeder 207 Feeder 200 FeeDER 200 FEEDER 200	Substation Name Main Substation Main Substation Main Substation	64,868 13,452

- Number of Outages
- Number of Customers
- Number of Minutes



Reliability Reporting

Cause Pie Chart





Questions / Comments

April 19, 2023 Commission Meeting

Department Head Presentation

Chad Troumbly – Electric Department Manager

