AGENDA
PUBLIC UTILITIES COMMISSION
October 1, 2025
3:00 P.M.

A. Call to Order

B. Roll Call

C. Approve Agenda & Minutes

D. ZEF Fast Charger Agreement

E. 2026 Electric Draft Budget

F. Other Items

G. Adjourn

Public Utilities Commission Meeting
Minutes
August 5, 2025

The meeting was called to order by Commissioner Schulte at 3:00 p.m.

Members present: Craig Schulte and Charles Hathaway
Absent:
Staff Present: Mike Roth, Scott Warner, Shane Steele, and Patrick Knight

Scott Warner spoke about a grant that was awarded to the city of Grand Marais for testing PFAS.

Motion By Hathaway to approve use of MPCA grant funds to conduct testing for PFAS, which will allow for collecting 12-14 samples.Approved Unanimously

Shane Steele briefed the commission on the interconnection policy and process with the commission, and explained a few situations where the policy is being used to guide implementation.

Shane Steele informed the commission that ZEF has proposed replacing SMMPA members Inoperable Tritium EV fast charging units with KEMPOWER fast charging units at no cost to member cities, the commission supported continued work with ZEF to draft an agreement.

The meeting adjourned at 3:42 p.m.

City of Grand Marais

MEMO

TO: Chair Schulte
Public Utility Commission Members
FROM: Shane Steele, Sustainability Coordinator
DATE: September 26th, 2025
SUBJECT: ZEF DC Fast Charger Agreement

Attached is the Owner and Operator Agreement for the 50kW Kempower Charging Station.

OWNER & OPERATIONS AGREEMENT

MPCA DC Fast Charging Corridor, Phase 2 Project

THIS AGREEMENT ("AGREEMENT") is made this 1st day of October, 2025 (hereinafter the "EFFECTIVE DATE") by and between the Grand Marais Public Utilities Commission, a municipal utility under the laws of the State of Minnesota (hereinafter the "OWNER") and ZEF Energy, Inc., a corporation under the laws of the State of Minnesota (hereinafter the "OPERATOR"); (each a "PARTY," together the "PARTIES"):

RECITALS

WHEREAS, the OWNER desires to purchase and own one (1) Electric Vehicle Charging Hub to provide charging opportunities for the public at an Intended Location;

WHEREAS, the OWNER desires to install and maintain one (1) Electric Vehicle Charging Hub in accordance with the terms of the Minnesota Pollution Control Agency (MPCA) DC Fast Charging Grant Program;

WHEREAS, for purposes of this Agreement, the SITE HOST is the OWNER;

WHEREAS, the OPERATOR, ZEF Energy, Inc. desires to collaborate with the OWNER to bring grant funding, offer site development services, and provide ongoing Electric Vehicle Charging Hub networking and maintenance operation services (the "services").

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each PARTY and intended to be legally bound, hereby agree as follows:

AGREEMENT

1. Term and Termination.

a) Term. This AGREEMENT shall commence on the EFFECTIVE DATE and shall remain in effect for five (5) years thereafter, unless sooner terminated as provided herein. Notwithstanding, the purchase\sale of the Electric Vehicle Charging Hub equipment is final as of the date of execution of this AGREEMENT subject to the Conditions of Sale.

b) Termination for Cause. Either PARTY may immediately terminate this AGREEMENT at any time for Cause by giving written notice of termination to the other. For purposes of this Section 1(b), "Cause" shall mean default or breach of the terms and conditions of this Agreement.

2. Definitions. For purposes of this AGREEMENT, the following terms shall be ascribed the following meanings:

a) "Closed Sale(s)" are the fees a user of the Electric Vehicle Charging Hub pays the OWNER for use of the Electric Vehicle Charging Hub for a given session.

b) "Electrical Costs" are the SITE HOST's (usually the OWNER) actual costs to provide electricity for the Electric Vehicle Charging Hub, inclusive of tariffs brought to qualify the provision of electricity as sourced from renewable energy sources.

c) "Electric Vehicle Charging Hub" is the electrical equipment and civil infrastructure the OWNER provides, or otherwise causes the provision of, for SITE HOST and Users to charge electric vehicles or other equipment compatible with that charging infrastructure inherent to the Electric Vehicle Charging Hub.

d) "Intended Location" is 15 North Broadway in Grand Marais, Minnesota as further represented in Appendix A, if known at this time.

e) "Maintenance Costs" are the OWNER'S actual costs to maintain the Electric Vehicle Charging Hub in working order and good repair.

f) "Operational Period" is the five (5) year period of time during which the OPERATOR will provide maintenance and networking services once commissioning of the Electric Vehicle Charging Hub is complete.

g) "User(s)" are the visitors to the Intended Location who use the Electric Vehicle Charging Hub for a fee or through some other means of authorization provisioned by the OWNER.

3. Duties of The OWNER. For the Term of this AGREEMENT and any extensions hereto, the OWNER shall carry-out the following directly or through agreements with other parties, including a service level partner:

a) Provide the charging equipment and associated electrical and civil infrastructure for the Electric Vehicle Charging Hub at the Intended Location;

b) Provide match funding for the Electric Vehicle Charging Hub as per Exhibit B;

c) The OWNER is responsible for providing receipts for any and all in-kind funding support brought through labor or materials, by the OWNER or other supporting parties (i.e. cities, utilities, foundations, other);

d) Maintain the Electric Vehicle Charging Hub site location in good order and readily accessible for use, including snow and ice removal at OWNER expense. OWNER shall be responsible for all lawn mowing and maintenance of the grounds of the Site Location at OWNER's expense, but not the equipment located thereon referenced herein, which shall be the responsibility of OPERATOR in performing the services;

e) Will be the utility account holder and pay for electrical service in relation to the Electric Vehicle Charging Hub. This will be enabled by the utility placing a dedicated meter or submeter at the Electric Vehicle Charging Hub;

f) Have the exclusive authority to determine the driver-facing price as well as the means and methods by which Electric Vehicle Charging Hub sales are generated; and

g) Meet Grant Award requirement of 100% renewable power by accommodating direct or indirect supply (e.g. on-site solar or utility renewable wind program) or allocation of renewable energy credits (RECs) commensurate with the energy (kWh) consumed at the Electric Vehicle Charging Hub for the TERM of this AGREEMENT. For further detail, see EXHIBIT C.

4. Duties of the OPERATOR. For the Term of this AGREEMENT and any extensions hereto, the OPERATOR shall carry-out the following directly or through agreements with other parties.

a) Coordinate with the OWNER to identify the proper site and location of the Electric Vehicle Charging Hub within the identified site;

b) Submit identified site locations to the MPCA for initial approval to ensure the site meets all grant requirements;

c) Coordinate with the OWNER to develop a detailed site layout for the purposes of utility coordination and installation;

d) Create site drawings and submit site drawings to the MPCA for final approval of the Electric Vehicle Charging Hub;

e) Submit application(s) for utility infrastructure installation services to gain cost quote and identify possible in-kind funds for each Electric Vehicle Charging Hub;

f) Supply all electric vehicle charging equipment and accessories as per EXHIBIT A.

g) Manage turnkey installation of the Electric Vehicle Charging Hub, including civil work, equipment placement and termination, and commissioning, including permitting and code inspections;

h) Provide the services to operate and maintain the Electric Vehicle Charging Hub for the five (5) year Operational Period, per the requirements of the MPCA DC Fast Charging Grant Program;

i) Collect and submit usage data to the State of Minnesota for the five (5) year Operational Period, per the requirements of the MPCA DC Fast Charging Grant Program;

j) The OWNER hereby grants to Operator the right to perform the services at the Site Location subject to the terms and conditions contained in this Agreement. The Operator shall provide the services in a timely manner, in accordance with industry standards and norms and this Agreement;

k) The equipment comes with a 5-year warranty, a 5-year Service Level Agreement (SLA) for preventative maintenance, and 5 years of access to the "ZEFNET" software;

l) The equipment is being purchased by OWNER is listed in Exhibit A and pricing for purchase and the services are provided, Exhibit B;

m) The Operator shall be responsible for supervision and direction of all Operator's personnel providing the services. All expenses associated with the employment of OPERATOR's staff will be considered operating expenses of the Operator;

n) The OWNER will receive monthly revenue reports from the Operator as a matter of standard procedure. The OWNER may also access the 12 month revenue report from the ZEFNET software; and

o) Collect and remit usage fees (revenue from drivers), minus 10% transactions fees, to the OWNER pursuant to the ZEFNET Software as a Service (SaaS) TERMS AND CONDITIONS, which are incorporated herein by reference.

5. Representations and Warranties. Each PARTY to this AGREEMENT represents and warrants as follows:

a) It is free to enter into this AGREEMENT and doing so will not infringe upon the rights of any third parties.

b) The person whose signature appears on this document has the authority to enter into the AGREEMENT on behalf of the PARTY bound hereby.

c) It has done sufficient due diligence regarding its ability to perform as required under this AGREEMENT and is ready and able to do so.

d) During the Term hereof, all incidents of ownership in the Site Location, and all improvements thereto, shall remain with the OWNER. Operator shall have or gain no property interest in the Site Location or the real property upon which the equipment is located by virtue of this Agreement.

e) Notwithstanding any provision of this Agreement to the contrary, and without compensation to the Operator therefore, the OWNER reserves the following rights with respect to the Site location and equipment located thereon: a) Owner, its employees and its agents shall have the right to enter the Site Location at all times without notice for all reasonable purposes, including without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting and improving the Site Location.

6. General Terms and Conditions. As per the sale and ongoing operation of the Electric Vehicle Charging Hub the terms and conditions as per the attached exhibits will apply.

a) Software as a Service (SaaS) Agreement

b) Limited Warranty for EVSE Product & Accessories -

c) Conditions of Sale

d) Service Level Agreement

In the event of any inconsistency or conflict between this Agreement and the aforementioned documents, the terms and conditions of this Agreement shall govern.

7. **Site Preparation and Installation Timeline.** The site OWNER (ZEF customer) is responsible for preparing the site for installation, including utility transformer coordination, parking space preparation, and any other necessary site-related tasks. This preparation must be completed within (3) months of the Agreement signing date. Upon confirmation that the site is ready, ZEF will install the equipment within (3) months, pending equipment availability. However, installation will not be performed during periods deemed to be winter conditions by the electrical contractors, as these conditions significantly increase installation costs. Non-winter construction timelines will be prioritized for cost-effective project completion.

   The agreed pricing for equipment and installation can only be honored if the site is prepared within the three-month window and if vendors, including equipment manufacturers and installers, have not increased their pricing. If the site preparation exceeds the agreed timeframe or if vendor pricing increases, ZEF reserves the right to adjust the project cost accordingly.

8. **Non-Disclosure of Confidential Information**. Subject to the Minnesota Government Data Practices Act, the SITE HOST, OWNER and OPERATOR may from time to time, and at their sole discretion, disclose to the others certain Confidential Information for the sole purpose of this AGREEMENT. The OWNER, SITE HOST and OPERATOR mutually agree to hold such Confidential Information in strict confidence and such Confidential Information shall not be disclosed to any other persons other than in connection with the work of the OWNER, SITE HOST and OPERATOR under this AGREEMENT. Confidential Information includes, but is not limited to, trade secrets as defined by the common law and statute in Minnesota or any future Minnesota statute, patent applications, processes, policies, procedures, techniques including marketing techniques, designs, drawings, know-how, show-how, technical information, business models or plans, branding strategies, vendors, specifications, market research, customer information, customer lists, customer contact information, keywords, ad creative and account structuring. For the purposes of this AGREEMENT, the following will not constitute Confidential Information (i) Information which is or subsequently becomes generally available to the public through no act of the OWNER, SITE HOST or OPERATOR and/or (ii) information which is lawfully obtained by operation of law or by the order of a court of competent jurisdiction. This Section 8 shall survive expiration or termination of this AGREEMENT.

9. **Indemnification**. Each PARTY agrees to indemnify and hold harmless the other PARTIES, including its officers, directors, employees, agents, successors, and assigns against all claims, losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, that they, or any of them, sustains or incurs as a result of any act, error, or omission of the indemnifying PARTY, including its officers, directors, employees, agents, successors, and assigns to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of the Indemnifying PARTY with respect to this Agreement or the service hereunder. This Section 9 shall survive expiration or termination of this AGREEMENT. OPERATOR agrees, that in order to protect itself and OWNER under the indemnity provisions set forth above, OPERATOR shall at all times during the term of this Agreement keep in force policies of insurances required in this Agreement. Nothing in this Agreement shall be construed to waive any immunities, defenses, or limitations to which OWNER is entitled under Minn. Stat. Chapter 466 or otherwise.

10. **Insurance.** OPERATOR shall not commence services under this Agreement until OPERATOR has obtained all insurance required herein and such insurance amounts specified herein have been verified by OWNER, nor shall OPERATOR allow any subcontractor to commence services on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All such

insurance coverage shall be maintained at all times while this Agreement is in effect. OPERATOR agrees to procure and maintain, at OPERATOR's expense, the following insurance policies, subject to the requirements in this paragraph and including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 bodily injury by accident $500,000 bodily injury by disease aggregate $500,000 bodily injury by disease per employee
Commercial General Liability	$2,000,000 property damage and bodily injury per occurrence $4,000,000 annual aggregate $2,000,000 annual aggregate Products – Completed Operations
Automobile Liability	$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles

a) OPERATOR's Commercial General Liability ("CGL") and business automobile liability insurance coverages shall insure OPERATOR against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by OPERATOR or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto," which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or as otherwise required by law. OWNER shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) (for purposes of clarity, OWNER shall not be an additional insured on OPERATOR's professional liability policy if such insurance is required in this Agreement) for the services provided under this Agreement and shall provide that OPERATOR's coverage shall be primary and noncontributory in the event of a loss.

b) Professional/Technical (Errors and Omissions) Liability Insurance. OPERATOR agrees to procure and maintain, at OPERATOR's expense, Professional/Technical (Errors and Omissions) Liability Insurance. The required policy will provide coverage for all claims OPERATOR may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to OPERATOR's professional services required under the Agreement. OPERATOR is required to carry the following minimum limits: $2,000,000 – per claim; $4,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater. Any deductible will be the sole responsibility of OPERATOR and may not exceed $75,000 without the written approval of OWNER. If OPERATOR desires authority from OWNER to have a deductible in a higher amount, OPERATOR shall so

request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that OWNER can ascertain the ability of OPERATOR to cover the deductible from its own resources. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and OPERATOR shall maintain such insurance for a period of at least three (3) years, following completion of the services/work. If such insurance is discontinued, extended reporting period coverage must be obtained by OPERATOR to fulfill this requirement.

c) Technology Errors and Omissions Insurance. OPERATOR agrees to procure and maintain, at OPERATOR's expense, Technology Errors and Omissions Insurance. The required policy will provide coverage for all claims OPERATOR may become legally obligated to pay, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, cloud computing, extortion and network security. OPERATOR is required to carry the following minimum limits: $1,000,000 – per occurrence; $2,000,000 – annual aggregate; or as specified in the applicable insurance certificate(s), or as otherwise required by law, whichever is greater.

d) OPERATOR's insurance policies and certificate(s) shall not be cancelled without at least Thirty (30) days' advance written notice to OWNER, or Ten (10) days' prior written notice to OWNER for nonpayment of premium.

e) OPERATOR's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to OWNER with respect to any claim arising out of OPERATOR's performance under this Agreement.

f) OPERATOR is responsible for payment of Agreement related insurance premiums and deductibles.

g) OPERATOR shall ensure that all subcontractors comply with the insurance provisions contained in this Agreement and such insurance is maintained as specified.

h) OPERATOR's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance and technology errors and omissions insurance, if applicable.

i) All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.

j) OPERATOR shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by OWNER.

k) OWNER reserves the right to immediately terminate this Agreement if OPERATOR is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against OPERATOR.

11. Limitation of Liability. NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTIES FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. OPERATOR's liability for claims under the indemnification provision hereof shall be limited the amounts of OPERATOR's insurance coverage as required herein.

12. **Default**. If OPERATOR fails to satisfy any of the provisions of this Agreement, or so fails to perform and/or administer the services detailed in this Agreement, in such a manner as to endanger the performance of this Agreement or the services provided hereunder, this shall constitute default. Unless OPERTATOR's default is excused by OWNER, or the Operator is undertaking all reasonable commercial efforts to remedy the default, OWNER may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to OWNER under this Agreement or law. In the event of OPERATOR's default, OPERATOR shall be liable to OWNER for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by OWNER in enforcing this Agreement.

13. **Independent Contractor Status**. OPERATOR, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of OWNER for any purpose. No statement contained in this Agreement shall be construed so as to find OPERATOR to be an employee of OWNER, and OPERATOR shall not be entitled to any of the rights, privileges, or benefits of employees of OWNER, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. OPERATOR acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due OPERATOR under this Agreement, and that it is OPERATOR's sole obligation to comply with the applicable provisions of all Federal and State tax laws. OPERATOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. OPERATOR is responsible for hiring sufficient workers to perform the services/work required by this Contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

14. **Acceptance of Deliverables**. Each deliverable shall be subject to a verification of acceptability by OWNER to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on OWNER's satisfaction or non-satisfaction with the deliverable based on requirements of this Agreement. If any deliverable is not acceptable, OWNER will notify OPERATOR specifying reasons in reasonable detail, and OPERATOR will, at no additional cost, conform the deliverable to stated requirements of this Agreement.

15. **Records—Availability and Retention**. Pursuant to Minn. Stat. § 16C.05, subd. 5, OPERATOR agrees that OWNER, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of OPERATOR and involve transactions relating to this Agreement.

16. **Force Majeure**. The PARTIES shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, pandemic, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either PARTY is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the PARTY affected by force majeure shall give written notice with explanation to the other PARTY immediately.

17. **Compliance with Laws**. OPERATOR shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which OPERATOR is responsible.

18. **Non-Discrimination**. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.

19. **Interest by City Officials**. OWNER is a city governmental unit. No elected official, officer, or employee of OWNER shall during their tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. **Data Practices**. The PARTIES acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act ("Act"), Minnesota Statutes, Section 13.01 et seq. OPERATOR agrees to abide by the applicable provisions of the Act, HIPAA requirements, and all other applicable state or federal rules, regulations or orders pertaining to data privacy or confidentiality. OPERATOR understands that all of the data created, collected, received, stored, used, maintained or disseminated by OPERATOR in performing those services, work, and functions that the OWNER would perform is subject to the requirements of the Act, and OPERATOR must comply with those requirements as if it were a government entity. This does not create a duty on the part of OPERATOR to provide the public with access to public data if the public data is otherwise available from OWNER, except as required by the terms of this Agreement.

21. **Cybersecurity Incident Reporting**. OPERATOR acknowledges that OPERATOR by virtue of this Agreement is subject to the requirements of Minn. Stat. § 16E.36 for reporting cybersecurity incidents impacting OWNER.

22. **No Waiver**. Any PARTY's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that PARTY's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.

23. **Data Disclosure**. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, OPERATOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to OWNER, to federal and state agencies and state personnel involved in the payment of OWNER obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring OPERATOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other OWNER liabilities.

24. **Patented Devices, Materials and Processes**. If this Agreement requires, or OPERATOR desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, OPERATOR shall provide for such use by suitable legal agreement with the patentee or owner. If no such agreement is made as noted, OPERATOR shall indemnify and hold harmless OWNER from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract by OPERATOR, and shall indemnify and defend OWNER for any costs, liability, expenses and attorney's fees that result from any such infringement.

25. **Survivability**. All covenants, indemnities, guarantees, releases, liability, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of OWNER and OPERATOR arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

26. **Recitals and Exhibits**. The recitals hereto and attached exhibits are incorporated herein by reference and made a part hereof.

27. **Amendment**. The Parties may amend this AGREEMENT only by mutual written consent.

28. **Assignability**. The rights and obligations shall inure to the benefit of and be binding upon the successors and assigns of the SITE HOST, OWNER and OPERATOR. The OWNER shall have the right to assign this AGREEMENT, said assignment to be effective immediately upon written notice to SITE HOST and OPERATOR.

29. **Severability**. If any provision of this AGREEMENT is deemed to be invalid or unenforceable, the remaining provisions of this AGREEMENT shall be valid and binding and of like effect as though such provision were not included.

30. **Entire AGREEMENT**. This AGREEMENT represents the full and complete understanding of the Parties hereto with respect to the subject matter hereof. Any previous or contemporaneous understandings between them have been merged into this AGREEMENT.

31. **Notices**. All notices, offers, acceptance and any other acts under this AGREEMENT (except payment) shall be in writing, and shall be sufficiently given if delivered to the addresses in person, by courier or similar receipted delivery, by facsimile, by email delivery or, if mailed, postage prepaid, by certified mail, return receipt requested as follows:

OWNER

Address: 15 North Broadway, Grand Marais MN 55604

Email: puc@grandmarais.city

Phone #: (218) 387-1848

OPERATOR

Address: 323 North Washington Avenue, STE200, Minneapolis MN 55401

Email: matthew@zefenergy.com

Phone #: (612) 404-0956

Or to such other address/email/phone # provided via notice to the other PARTIES as may occur from time to time. The transmission confirmation receipt from the sender's facsimile machine or email shall be evidence of successful facsimile or email delivery.

32. **Attorney's Fees**. In the event that there is any controversy or claim arising out of or relating to this AGREEMENT, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this AGREEMENT, the prevailing PARTY or PARTIES shall be entitled to reasonable attorney's fees, costs and expenses related to pre-litigation, litigation and appellate proceedings.

33. **Governing Law and Venue**. This AGREEMENT shall be governed or interpreted according to the internal laws of the State of Minnesota without regard to choice of law considerations. Venue for the resolution of any disputes arising hereunder shall be in the District Court of the State of Minnesota.

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

GRAND MARAIS PUBLIC UTILITIES COMMISSION:

By: _____ Date: _____

Craig Schulte, Its Chair

By: _____ Date: _____

Mike Roth, Its Utilities Manager

ZEF ENERGY, INC.

By: _____ Date: _____

(Signature)

Title: _____

Print Name: Matthew Blackler

Appendix A: Intended Location

LEFT BLANK INTENTIONALLY UNLESS THE SPECIFIC ADDRESS IS KNOWN AT THE TIME THIS AGREEMENT IS SIGNED

EXHIBIT A

PROJECT MATERIALS AND EQUIPMENT

a. DC Fast Charging Equipment

i. ZEF Energy to supply one (1) Kempower dual plug C-501 Station Charger containing (1) 50kW power module.

b. Infrastructure Installation Labor and Materials

i. ZEF Energy to supply all necessary labor and materials to remove and replace the existing DC Fast Charger with the Kempower dual plug C-501 Station Charger.

EXHIBIT B

Equipment, Installation & Maintenance Services Quote

Total Project Cost: $87,517

ZEF Discount (20% Match Share): $18,017

MPCA Grant: $69,500

Total Due by OWNER: $0.00

EXHIBIT C

Accommodation of 100% Renewable Energy

Accommodation of 100% renewable power per the terms of the Grant Award from the Minnesota Pollution Control Agency requires that one or more of the following methods be applied for the first five (5) years of operation per Electric Vehicle Charging Hub (site).

Option 1: Each site is connected, via the furnished and installed "solar PV ready" minisub, to on-site solar generation to cover part or all of the EV Charging Hub's energy demand (kWh). In those cases where the kWh usage of EV Charging Hub is greater than the available solar production over the space of the year, the remaining kWh must be offset by those means described in Option 2 or Option 3 below.

Option 2. In lieu of any direct or temporal tie to on-site renewable energy production, ZEF will enroll in the available renewable energy program offered by the serving utility, e.g. Minnesota Power's "Renewable Source", Arrowhead Electric Cooperative, Mille Lacs Electric Cooperative, and East Central Energy's "Wellspring" wind energy program (offered through Great River Energy), and Minnkota Power's "Infinity Wind" program.

Option 3. In lieu of Options 1 and 2 (or where these options cannot accommodate the entire energy demand of the charger installations), ZEF can purchase Renewable Energy Credits (RECS) from the M-RETs market on behalf of the Owner, to be reimbursed by the Owner.

For all of these options, the amount of electricity actually consumed or expected to be consumed by the EV Charging Hub over the first five (5) years of operation needs to be documented through participation in a utility renewable energy program or the purchase of wind or solar RECs in the marketplace. **Such documentation of the chosen method(s) needs to be provided to ZEF Energy at the time of commissioning.**

ZEF ENERGY

Building a Zero Emissions Future

ZEFNET Software as a Service (SaaS)
TERMS AND CONDITIONS

Definitions:

Company: ZEF Energy Inc., Minnesota, USA ("Company")
Customer: Customer listed on Sales Order, Proposal or Purchase Order ("Customer")

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing .

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Subject to the Minnesota Government Data Practices Act, each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, except where required by applicable law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, but subject to the Minnesota Government Data Practices Act, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Quotation or Sales Order Form provided by an authorized representative of Company for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared , in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. SUPPORT AND TRANSACTION FEES

5.1 Fees

a. In consideration for the use of the ZEFNET SaaS platform, Customer agrees to pay Company a Support and Transaction Fee as follows:

(i) Standard Transactions: A fee of 10% of the total funds collected from drivers for charging their electric

vehicles using Customer chargers through the ZEFNET Charge mobile application or through credit card readers attached to the charging equipment.

(ii) Credit Card Reader Fee: For any charger with a physical credit card reader attached to the charging equipment, an additional fee of $23 per reader per month will be charged. This fee will be deducted from the monthly remittance to Customer in addition to the 10% Support and Transaction Fee.

(iii) WEX Payments: For any payments processed via WEX, a total Support and Transaction Fee of 25% (10% base fee plus an additional 15% WEX fee) of the collected funds will apply. This fee will be deducted from the monthly remittance to the Customer. ZEF reserves the right to increase this as necessary based on changes with the WEX contract fees.

b. The Support and Transaction Fees described herein are non-refundable. Company reserves the right to modify the Support and Transaction Fee structure at any time. Company will provide Customer with at least 30 days' notice prior to any such changes taking effect.

c. Company collects funds from EV drivers on Customer's behalf for electric vehicle charging sessions using the ZEFNET SaaS platform. The Support and Transaction Fees, including any applicable Credit Card Reader Fees and WEX Payment Fees, will be deducted directly from the total remittance amount made to Customer.

d. It is the Customer's sole responsibility to collect and remit any applicable taxes, fees, or other charges required by relevant authorities.

5.2 Payment

a. Payment of the remittance amount minus the Support and Transaction Fees (and any applicable additional fees) is not required by Customer, as the funds have already been collected by ZEF Energy on Customer's behalf.

b. If there are any disputes or issues regarding the remittance amount, Company will work with Customer to resolve them in a timely manner.

c. All payments are non-refundable and non-cancellable, except as otherwise required by law.

5.3 Taxes

a. Customer is solely responsible for any taxes, duties, or other governmental charges that may be imposed on the usage of the electric vehicle charger, including but not limited to sales tax, value-added tax (VAT), or goods and services tax (GST).

b. Customer agrees to provide Company with any tax information or documentation necessary to enable Company to comply with its tax obligations under applicable law.

c. Where required by law, Company may collect and remit taxes on Customer's behalf. In such cases, Company reserves the right to deduct any such amounts from the funds due to Customer under this Agreement.

6. TERM AND TERMINATION

6.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Sales Order Form , and shall be automatically renewed for additional 1 year periods (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days , but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION

SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY:
(A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE COMPANY'S INSURANCE COVERAGE AS PROVIDED IN THE OWNER & OPERATIONS AGREEMENT FOR THE SERVICES UNDER THIS AGREEMENT .

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

ZEF ENERGY

Building a Zero Emissions Future

EXHIBIT A

Service Level Terms

The Services shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 3 hours, Company will credit Customer 5% of annual Service fees for each period of 2 hours or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit . Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

ZEF ENERGY

Building a Zero Emissions Future

EXHIBIT B

Support Terms

Company will provide tiered Technical Support for drivers and the Customer as defined below.

- **Tier 0:** extensive support documentation providing tutorials and tips for charger configuration, use, and troubleshooting
- **Tier 1:** after-working hours support agents to provide emergency assistance and the creation of service tickets
- **Tier 2:** technical support agents will provide solutions to hardware and software issues, and facilitate the deployment of field technicians for repairs
- **Tier 3:** complicated support cases will be escalated to a core team of software and hardware engineers or routed to a Service Pro Network Partner for work order dispatch

Tier 0 and Tier 1 technical support is provided to the Customer and drivers via the ZEF Energy Support Portal and via telephone 24 hours a day, 7 days a week, 365 days per year. Tier 2 and Tier 3 Technical Support are available by telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by creating a support ticket within ZEFNET (preferred method), emailing support@zefenergy.com, or by calling 1-888-493-3638**.**

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

City of Grand Marais

MEMO

TO: Chair Schulte
Public Utilities Commissioners
FROM: Michael J. Roth, City Administrator
DATE: September 25, 2025
SUBJECT: 2026 Electric Fund Budget and Rates

Here is the draft Electric Fund budget for 2026. SMMPA plans to reduce wholesale rates 10% in 2026. Wholesale rates were increased about 10% in 2023. SMMPA also implemented an energy cost adjustment in 2023, resulting in $80,000 in additional wholesale energy costs in 2024. SMMPA also changed the way they charge for transmission expenses, increasing our wholesale costs approximately $20,000 annually. Past retail rate adjustments include no change in 2018 through 2022, a 3% increase in 2023, 2% increase in 2024, and 3% increase this year. I am recommending a **2% rate increase** for 2026.

Expenses

Category	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Personnel	$397,482	$450,487	$456,243	$506,490	$499,161
Supplies	$139,936	$48,158	$265,063	$194,500	$202,400
Services	$199,761	$217,935	$243,010	$214,300	$234,000
Purch. Power	$1,685,427	$1,783,162	$1,860,138	$1,887,100	$1,900,000
Miscellaneous	$28,825	$26,581	$67,565	$60,600	$66,587
Depreciation	$240,646	$248,570	$245,771	$249,087	$246,200
Debt Service	$75,391	$40,761	$24,220	$25,455	$85,288
Capital Reserve					
Total	$2,767,468	$2,815,654	$3,162,010	$3,137,532	$3,233,636

Staffing
The personnel budget proposed for 2026 includes support for 2 Lineworkers, one Apprentice Lineworker, 32% of the City Administrator, Finance Director, City Administrative Assistant, and Communication Coordinator. The electric fund also contributes towards the sustainability coordinator position.

Other Factors
Sales were down 8% in 2020, and have remained lower through 2024. Currently sales are tracking even with 2024. With multiple new customers coming on line starting in 2025, we expect sales to increase.

Revenues

Category	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Utility Bills and Fees	$2,723,051	$2,744,020	$2,753,555	$2,779,500	$2,900,000
Miscellaneous	$20,373	$54,174	$159,946	$42,490	$55,990
SMMPA Payments	$264,880	$219,332	$270,750	$216,000	$216,000
Solar/EV	$11,634	$19,449	$16,027	$14,000	$14,000
Use Fund Balance					
Rate Increase				$83,385	$58,000
Total	$3,019,938	$3,036,975	$3,200,278	$3,135,375	$3,243,990

Capital Budget

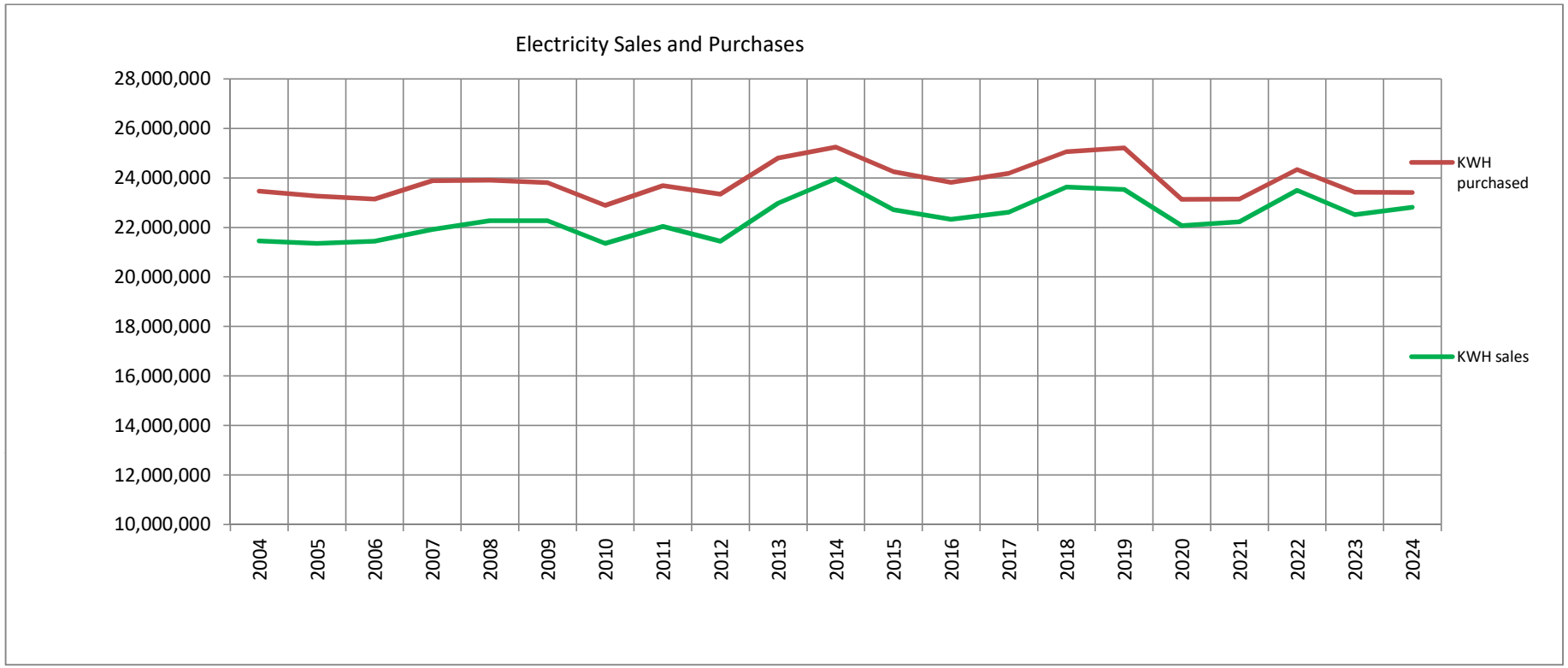
The following expense line items in the budget are used to make debt payments and to build reserves.

Depreciation	$246,200
Debt Service	$85,288
Capital Reserve	$0
Total:	$331,488

Current Debt Commitments

2017A GO CIP Bond (PW Facility)	$113,976
2024A GO CIP Bond (City Hall)	$100,371
Total:	$214,347

Planned capital improvements using reserves include system upgrades, such as the new motorized switch by the substation. Our last rate study suggested that our fund balance be allowed to increase to approximately the level we should reach by the end of the year, and be maintained above 50% of annual expenses. We intend to redo the rate study in 2026.


Electricity Sales and Purchases
28,000,000
26,000,000
24,000,000
22,000,000
20,000,000
18,000,000
16,000,000
14,000,000
12,000,000
10,000,000
2004
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2021
2022
2023
2024
KWH purchased
KWH sales