

AGENDA
PUBLIC UTILITIES COMMISSION
July 7, 2021
3:00 P.M.

- A. Call to Order

- B. Roll Call

- C. Approve Consent Agenda
 - 1. Approve Agenda
 - 2. Approve Meeting Minutes
 - 3. Payments Report

- D. Water/Wastewater Report
 - Sewer Lining Opportunity

- E. Sustainability Update
 - Nova Power Portal Renewal
 - EV Transfer Agreement

- F. Adjourn

Public Utilities Commission Meeting
Minutes
June 2, 2021

Meeting was called to order by Commissioner Possis at 3:02 p.m.

Members present: Craig Schulte, Annie Possis, and Tracy Benson

Absent:

Staff Present: Mike Roth, Shane Steele, Matt Bronikowski, Patrick Knight, and Haden Hinchman

Others Present:

Motion by Benson, seconded by Possis to approve the Agenda; May 5th, 2021 Minutes; and Payment of Bills. Approved unanimously.

The Planning and Zoning Commission would like the PUC to provide updated water and sewer maps. Mike Roth presented a proposal from MN Rural Water Association to make such maps. The Commission discussed the proposal.

Motion by Schulte, seconded by Benson to financially support the process of creating new water and sewer maps. Approved unanimously.

Mike Roth and Matt Bronikowski presented a quote to do a voltage upgrade to 3-phase east of town.

Motion by Benson, seconded by Schulte to approve the spending of up to \$51,197.50 to upgrade 3-phase power. Approved unanimously.

The Commission discussed and decided to meet in person for their next meeting.

Motion by Benson, seconded by Schulte to adjourn the meeting at 3:22 p.m.



Revenue/Expenditure
Audit Detail Brief

Audit 2021 June

Fund 601 WATER

Expenditure

E 601-47027-611 Bond Interest			Budget	Total	Balance
			\$7,344.00	583.38	\$6,760.62
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$583.38	\$0.00	US BANK
Total E 601-47027-611 Bond Interest			\$583.38	\$0.00	<i>In Balance</i>
E 601-47027-620 Fiscal Agent s Fees			Budget	Total	Balance
			\$1,840.00	156.13	\$1,683.87
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$156.13	\$0.00	US BANK
Total E 601-47027-620 Fiscal Agent s Fees			\$156.13	\$0.00	<i>In Balance</i>
E 601-49420-210 Operating Supplies (GENERAL)			Budget	Total	Balance
			\$3,000.00	547.95	\$2,452.05
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$547.95	\$0.00	HACH COMPANY
Total E 601-49420-210 Operating Supplies (GENERAL)			\$547.95	\$0.00	<i>In Balance</i>
E 601-49420-218 Operating Supplies- Chemicals			Budget	Total	Balance
			\$12,000.00	1464.75	\$10,535.25
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$222.40	\$0.00	HAWKINS, INC.
2021-06	Pay	6-30-21 AP	\$1,242.35	\$0.00	HAWKINS, INC.
Total E 601-49420-218 Operating Supplies- Chemicals			\$1,464.75	\$0.00	<i>In Balance</i>
E 601-49420-300 Professional Svcs (GENERAL)			Budget	Total	Balance
			\$2,000.00	130	\$1,870.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$30.00	\$0.00	RMB ENVIROMENTAL LABORATORI
2021-06	Pay	6-10-21 AP	\$35.00	\$0.00	RMB ENVIROMENTAL LABORATORI
2021-06	Pay	6-30-21 AP	\$15.00	\$0.00	RMB ENVIROMENTAL LABORATORI
2021-06	Pay	6-30-21 AP	\$50.00	\$0.00	RMB ENVIROMENTAL LABORATORI
Total E 601-49420-300 Professional Svcs (GENERAL)			\$130.00	\$0.00	<i>In Balance</i>
E 601-49420-380 Utility Services (GENERAL)			Budget	Total	Balance
			\$30,000.00	2121.39	\$27,878.61
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$2,121.39	\$0.00	PUBLIC UTILITIES COMMISSION1
Total E 601-49420-380 Utility Services (GENERAL)			\$2,121.39	\$0.00	<i>In Balance</i>
E 601-49430-210 Operating Supplies (GENERAL)			Budget	Total	Balance
			\$2,000.00	259.14	\$1,740.86
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$259.14	\$0.00	COOK COUNTY HOME CENTER
Total E 601-49430-210 Operating Supplies (GENERAL)			\$259.14	\$0.00	<i>In Balance</i>



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E 601-49430-220 Repair/Maint Supply (GENERAL)			Budget	Total	Balance
			\$10,000.00	2450.36	\$7,549.64
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$262.86	\$0.00	FERGUSON WATERWORKS#2518
2021-06	Pay	6-10-21 AP	\$151.00	\$0.00	FERGUSON WATERWORKS#2518
2021-06	Pay	6-10-21 AP	\$312.84	\$0.00	FERGUSON WATERWORKS#2518
2021-06	Pay	6-10-21 AP	\$194.74	\$0.00	UTILITYLOGIC
2021-06	Pay	6-30-21 AP	\$323.14	\$0.00	FERGUSON WATERWORKS#2518
2021-06	Pay	6-30-21 AP	\$59.56	\$0.00	FERGUSON WATERWORKS#2518
2021-06	Pay	6-30-21 AP	\$590.22	\$0.00	FERGUSON WATERWORKS#2518
2021-06	Pay	6-30-21 AP	\$556.00	\$0.00	TEAM LABORATORY CHEMICAL CO
Total E 601-49430-220 Repair/Maint Supply (GENERAL)			\$2,450.36	\$0.00	In Balance
E 601-49430-240 Small Tools and Minor Equip			Budget	Total	Balance
			\$500.00	179	\$321.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$179.00	\$0.00	COOK COUNTY HOME CENTER
Total E 601-49430-240 Small Tools and Minor Equip			\$179.00	\$0.00	In Balance
E 601-49430-317 Contracted Services			Budget	Total	Balance
			\$15,000.00	2525	\$12,475.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$2,525.00	\$0.00	WATER CONSERVATION SERVICE
Total E 601-49430-317 Contracted Services			\$2,525.00	\$0.00	In Balance
E 601-49431-303 Engineering Fees			Budget	Total	Balance
			\$0.00	568.75	-\$568.75
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$568.75	\$0.00	LHB ENGINEERS & ARCHITECTS
Total E 601-49431-303 Engineering Fees			\$568.75	\$0.00	In Balance
E 601-49431-317 Contracted Services			Budget	Total	Balance
			\$0.00	17060	-\$17,060.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$17,060.00	\$0.00	STACK BROS MECHANICAL
Total E 601-49431-317 Contracted Services			\$17,060.00	\$0.00	In Balance
E 601-49440-200 Office Supplies (GENERAL)			Budget	Total	Balance
			\$1,000.00	10.19	\$989.81
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$3.45	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-10-21 AP	\$1.37	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-30-21 AP	\$3.45	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-30-21 AP	\$1.92	\$0.00	TOSHIBA BUSINESS SOLUTIONS
Total E 601-49440-200 Office Supplies (GENERAL)			\$10.19	\$0.00	In Balance
E 601-49440-212 Motor Fuels			Budget	Total	Balance
			\$1,750.00	130.46	\$1,619.54
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$10.39	\$0.00	WEX BANK



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E 601-49440-212 Motor Fuels			Budget	Total	Balance
			\$1,750.00	130.46	\$1,619.54
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$120.07	\$0.00	WEX BANK
Total E 601-49440-212 Motor Fuels			\$130.46	\$0.00	<i>In Balance</i>
E 601-49440-310 Service Agreements			Budget	Total	Balance
			\$1,000.00	120.17	\$879.83
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$120.17	\$0.00	NEON LINK
Total E 601-49440-310 Service Agreements			\$120.17	\$0.00	<i>In Balance</i>
E 601-49440-317 Contracted Services			Budget	Total	Balance
			\$1,000.00	24.3	\$975.70
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$24.30	\$0.00	GOPHER STATE ONE CALL
Total E 601-49440-317 Contracted Services			\$24.30	\$0.00	<i>In Balance</i>
E 601-49440-321 Telephone			Budget	Total	Balance
			\$2,000.00	199.26	\$1,800.74
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$60.54	\$0.00	CENTURYLINK
2021-06	Pay	6-30-21 AP	\$69.36	\$0.00	CENTURYLINK
2021-06	Pay	6-30-21 AP	\$69.36	\$0.00	CENTURYLINK
Total E 601-49440-321 Telephone			\$199.26	\$0.00	<i>In Balance</i>
E 601-49440-432 Credit Card Charges			Budget	Total	Balance
			\$1,000.00	136.69	\$863.31
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$136.69	\$0.00	PSN
Total E 601-49440-432 Credit Card Charges			\$136.69	\$0.00	<i>In Balance</i>
Total Expenditure			\$28,666.92	\$0.00	= \$28,666.92
Fund	601		\$28,666.92	\$0.00	= \$28,666.92
Fund	602 SEWER				
Expenditure					
E 602-47031-611 Bond Interest			Budget	Total	Balance
			\$6,510.00	3180	\$3,330.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$3,180.00	\$0.00	EHLERS
Total E 602-47031-611 Bond Interest			\$3,180.00	\$0.00	<i>In Balance</i>
E 602-47033-611 Bond Interest			Budget	Total	Balance
			\$39,900.00	18600	\$21,300.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$18,600.00	\$0.00	EHLERS
Total E 602-47033-611 Bond Interest			\$18,600.00	\$0.00	<i>In Balance</i>



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E 602-49431-303 Engineering Fees			Budget	Total	Balance
			\$0.00	243.75	-\$243.75
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$243.75	\$0.00	LHB ENGINEERS & ARCHITECTS
Total E 602-49431-303 Engineering Fees			\$243.75	\$0.00	In Balance
E 602-49451-220 Repair/Maint Supply (GENERAL)			Budget	Total	Balance
			\$3,500.00	896.39	\$2,603.61
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$312.18	\$0.00	FERGUSON WATERWORKS#2518
2021-06	Pay	6-10-21 AP	\$584.21	\$0.00	UTILITYLOGIC
Total E 602-49451-220 Repair/Maint Supply (GENERAL)			\$896.39	\$0.00	In Balance
E 602-49451-380 Utility Services (GENERAL)			Budget	Total	Balance
			\$14,000.00	1088.53	\$12,911.47
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$1,088.53	\$0.00	PUBLIC UTILITIES COMMISSION1
Total E 602-49451-380 Utility Services (GENERAL)			\$1,088.53	\$0.00	In Balance
E 602-49451-580 Capital Outlay (Equipment)			Budget	Total	Balance
			\$0.00	8793.71	-\$8,793.71
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$8,793.71	\$0.00	W.W. GOETSCH ASSOCIATES, INC
Total E 602-49451-580 Capital Outlay (Equipment)			\$8,793.71	\$0.00	In Balance
E 602-49480-131 Employer Paid Health			Budget	Total	Balance
			\$18,842.00	1647.95	\$17,194.05
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$480.33	\$0.00	FURTHER
Total E 602-49480-131 Employer Paid Health			\$480.33	\$0.00	Out of Balance****
E 602-49480-210 Operating Supplies (GENERAL)			Budget	Total	Balance
			\$6,000.00	41.54	\$5,958.46
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$41.54	\$0.00	BUCK S HARDWARE HANK
Total E 602-49480-210 Operating Supplies (GENERAL)			\$41.54	\$0.00	In Balance
E 602-49480-217 Heating Fuel			Budget	Total	Balance
			\$4,000.00	821.61	\$3,178.39
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$821.61	\$0.00	COMO OIL & PROPANE
Total E 602-49480-217 Heating Fuel			\$821.61	\$0.00	In Balance
E 602-49480-300 Professional Srvs (GENERAL)			Budget	Total	Balance
			\$10,000.00	834.02	\$9,165.98
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$59.55	\$0.00	BUCK S HARDWARE HANK
2021-06	Pay	6-10-21 AP	\$20.00	\$0.00	RMB ENVIROMENTAL LABORATORI
2021-06	Pay	6-30-21 AP	\$149.00	\$0.00	RMB ENVIROMENTAL LABORATORI



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E 602-49480-300 Professional Svcs (GENERAL)			Budget	Total	Balance
			\$10,000.00	834.02	\$9,165.98
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$605.47	\$0.00	UTILITY CONSULTANTS, INC
Total E 602-49480-300 Professional Svcs (GENERAL)			\$834.02	\$0.00	<i>In Balance</i>
E 602-49480-317 Contracted Services			Budget	Total	Balance
			\$115,000.00	13820.68	\$101,179.32
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$8,661.50	\$0.00	G&G SEPTIC
2021-06	Pay	6-30-21 AP	\$5,159.18	\$0.00	WESTERN LAKE SUPERIOR SANITA
Total E 602-49480-317 Contracted Services			\$13,820.68	\$0.00	<i>In Balance</i>
E 602-49480-380 Utility Services (GENERAL)			Budget	Total	Balance
			\$50,000.00	3991.49	\$46,008.51
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$3,991.49	\$0.00	PUBLIC UTILITIES COMMISSION1
Total E 602-49480-380 Utility Services (GENERAL)			\$3,991.49	\$0.00	<i>In Balance</i>
E 602-49480-384 Refuse/Garbage Disposal			Budget	Total	Balance
			\$1,000.00	92.43	\$907.57
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$92.43	\$0.00	NORTH SHORE WASTE
Total E 602-49480-384 Refuse/Garbage Disposal			\$92.43	\$0.00	<i>In Balance</i>
E 602-49480-404 Repairs/Maint Machinery/Equip			Budget	Total	Balance
			\$10,000.00	9.09	\$9,990.91
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$9.09	\$0.00	STEVE S SPORTS AND AUTO
Total E 602-49480-404 Repairs/Maint Machinery/Equip			\$9.09	\$0.00	<i>In Balance</i>
E 602-49481-304 Attorney(Civil)			Budget	Total	Balance
			\$0.00	297.5	-\$297.50
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$297.50	\$0.00	FLAHERTY & HOOD, P.A.
Total E 602-49481-304 Attorney(Civil)			\$297.50	\$0.00	<i>In Balance</i>
E 602-49490-200 Office Supplies (GENERAL)			Budget	Total	Balance
			\$1,000.00	10.17	\$989.83
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$3.45	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-10-21 AP	\$1.36	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-30-21 AP	\$3.45	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-30-21 AP	\$1.91	\$0.00	TOSHIBA BUSINESS SOLUTIONS
Total E 602-49490-200 Office Supplies (GENERAL)			\$10.17	\$0.00	<i>In Balance</i>



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E 602-49490-212 Motor Fuels			Budget	Total	Balance
			\$1,750.00	130.46	\$1,619.54
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$10.38	\$0.00	WEX BANK
2021-06	Pay	6-30-21 AP	\$120.08	\$0.00	WEX BANK
Total E 602-49490-212 Motor Fuels			\$130.46	\$0.00	In Balance
E 602-49490-310 Service Agreements			Budget	Total	Balance
			\$1,500.00	233.94	\$1,266.06
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$113.78	\$0.00	VISA
2021-06	Pay	6-30-21 AP	\$120.16	\$0.00	NEON LINK
Total E 602-49490-310 Service Agreements			\$233.94	\$0.00	In Balance
E 602-49490-317 Contracted Services			Budget	Total	Balance
			\$1,000.00	24.3	\$975.70
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$24.30	\$0.00	GOPHER STATE ONE CALL
Total E 602-49490-317 Contracted Services			\$24.30	\$0.00	In Balance
E 602-49490-321 Telephone			Budget	Total	Balance
			\$1,700.00	127.71	\$1,572.29
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$127.71	\$0.00	ARROWHEAD COOPERATIVE
Total E 602-49490-321 Telephone			\$127.71	\$0.00	In Balance
E 602-49490-360 Insurance (GENERAL)			Budget	Total	Balance
			\$6,500.00	2213.9	\$4,286.10
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$2,213.90	\$0.00	LEAGUE OF MN CITIES INSURANCE
Total E 602-49490-360 Insurance (GENERAL)			\$2,213.90	\$0.00	In Balance
E 602-49490-432 Credit Card Charges			Budget	Total	Balance
			\$2,000.00	136.68	\$1,863.32
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$136.68	\$0.00	PSN
Total E 602-49490-432 Credit Card Charges			\$136.68	\$0.00	In Balance
Total Expenditure			\$56,068.23	\$0.00	= \$56,068.23
Fund 602			\$56,068.23	\$0.00	= \$56,068.23
Fund 604 ELECTRIC					
Expenditure					
E 604-49551-380 Utility Services (GENERAL)			Budget	Total	Balance
			\$1,500.00	52.96	\$1,447.04
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$52.96	\$0.00	PUBLIC UTILITIES COMMISSION1
Total E 604-49551-380 Utility Services (GENERAL)			\$52.96	\$0.00	In Balance



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E 604-49558-210 Operating Supplies (GENERAL)			Budget	Total	Balance
			\$0.00	275.45	-\$275.45
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$157.40	\$0.00	M-R SIGN CO., INC.
2021-06	Pay	6-30-21 AP	\$118.05	\$0.00	M-R SIGN CO., INC.
Total E 604-49558-210 Operating Supplies (GENERAL)			\$275.45	\$0.00	In Balance
E 604-49558-580 Capital Outlay (Equipment)			Budget	Total	Balance
			\$0.00	7833.96	-\$7,833.96
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$528.00	\$0.00	EDWIN E. THORESON, INC.
2021-06	Pay	6-30-21 AP	\$5,244.42	\$0.00	PEAK ELECTRIC
2021-06	Pay	6-30-21 AP	\$2,061.54	\$0.00	ULINE
Total E 604-49558-580 Capital Outlay (Equipment)			\$7,833.96	\$0.00	In Balance
E 604-49560-388 Purchase Power			Budget	Total	Balance
			\$1,800,000.00	112501.02	\$1,687,498.98
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$112,501.02	\$0.00	SMMPA
Total E 604-49560-388 Purchase Power			\$112,501.02	\$0.00	In Balance
E 604-49570-210 Operating Supplies (GENERAL)			Budget	Total	Balance
			\$16,000.00	45537.18	-\$29,537.18
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$130.08	\$0.00	BORDER STATES ELECTRIC
2021-06	Pay	6-10-21 AP	\$719.87	\$0.00	BORDER STATES ELECTRIC
2021-06	Pay	6-10-21 AP	\$121.38	\$0.00	STUART C IRBY CO
2021-06	Pay	6-10-21 AP	\$914.85	\$0.00	STUART C IRBY CO
2021-06	Pay	6-10-21 AP	\$154.43	\$0.00	STUART C IRBY CO
2021-06	Pay	6-30-21 AP	\$1,945.33	\$0.00	STUART C IRBY CO
2021-06	Pay	6-30-21 AP	\$503.52	\$0.00	STUART C IRBY CO
2021-06	Pay	6-30-21 AP	\$1,425.13	\$0.00	STUART C IRBY CO
2021-06	Pay	6-30-21 AP	\$1,945.33	\$0.00	STUART C IRBY CO
2021-06	Pay	6-30-21 AP	\$8,970.30	\$0.00	STUART C IRBY CO
2021-06	Pay	6-30-21 AP	\$1,425.13	\$0.00	STUART C IRBY CO
2021-06	Pay	6-30-21 AP	\$1,647.30	\$0.00	STUART C IRBY CO
2021-06	Pay	6-30-21 AP	\$25,634.53	\$0.00	STUART C IRBY CO
Total E 604-49570-210 Operating Supplies (GENERAL)			\$45,537.18	\$0.00	In Balance
E 604-49570-212 Motor Fuels			Budget	Total	Balance
			\$4,000.00	306.88	\$3,693.12
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$270.55	\$0.00	WEX BANK
2021-06	Pay	6-30-21 AP	\$36.33	\$0.00	WEX BANK
Total E 604-49570-212 Motor Fuels			\$306.88	\$0.00	In Balance
E 604-49570-220 Repair/Maint Supply (GENERAL)			Budget	Total	Balance
			\$5,000.00	1113.15	\$3,886.85
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$258.78	\$0.00	BUCK S HARDWARE HANK



Revenue/Expenditure
Audit Detail Brief

Audit 2021 June

E 604-49570-220 Repair/Maint Supply (GENERAL)			Budget	Total	Balance
			\$5,000.00	1113.15	\$3,886.85
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$289.00	\$0.00	EDWIN E. THORESON, INC.
2021-06	Pay	6-30-21 AP	\$19.11	\$0.00	COOK COUNTY HOME CENTER
2021-06	Pay	6-30-21 AP	\$251.08	\$0.00	LOCATORS & SUPPLIES, INC
2021-06	Pay	6-30-21 AP	\$295.18	\$0.00	STEVE S SPORTS AND AUTO
Total E 604-49570-220 Repair/Maint Supply (GENERAL)			\$1,113.15	\$0.00	<i>In Balance</i>
E 604-49570-227 Utility Maint Supplies			Budget	Total	Balance
			\$0.00	613.51	-\$613.51
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$613.51	\$0.00	EATON
Total E 604-49570-227 Utility Maint Supplies			\$613.51	\$0.00	<i>In Balance</i>
E 604-49570-241 Safety Equipment			Budget	Total	Balance
			\$2,000.00	250	\$1,750.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$250.00	\$0.00	ELIASSEN, JEFF
Total E 604-49570-241 Safety Equipment			\$250.00	\$0.00	<i>In Balance</i>
E 604-49570-308 Safety Assistance Program			Budget	Total	Balance
			\$1,800.00	150	\$1,650.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$150.00	\$0.00	PERRIN MOBILE MEDICAL
Total E 604-49570-308 Safety Assistance Program			\$150.00	\$0.00	<i>In Balance</i>
E 604-49570-317 Contracted Services			Budget	Total	Balance
			\$15,000.00	675.3	\$14,324.70
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$78.00	\$0.00	PEAK ELECTRIC
2021-06	Pay	6-30-21 AP	\$255.00	\$0.00	GRANITE ELECTRIC, LLC
2021-06	Pay	6-30-21 AP	\$342.30	\$0.00	SMMPA
Total E 604-49570-317 Contracted Services			\$675.30	\$0.00	<i>In Balance</i>
E 604-49590-200 Office Supplies (GENERAL)			Budget	Total	Balance
			\$1,500.00	146.21	\$1,353.79
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$55.00	\$0.00	JAVA MOOSE
2021-06	Pay	6-10-21 AP	\$4.84	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-10-21 AP	\$12.28	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-30-21 AP	\$55.00	\$0.00	JAVA MOOSE
2021-06	Pay	6-30-21 AP	\$12.28	\$0.00	TOSHIBA BUSINESS SOLUTIONS
2021-06	Pay	6-30-21 AP	\$6.81	\$0.00	TOSHIBA BUSINESS SOLUTIONS
Total E 604-49590-200 Office Supplies (GENERAL)			\$146.21	\$0.00	<i>In Balance</i>
E 604-49590-310 Service Agreements			Budget	Total	Balance
			\$6,100.00	427.25	\$5,672.75
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-30-21 AP	\$427.25	\$0.00	NEON LINK



Revenue/Expenditure
Audit Detail Brief

Audit 2021 June

E 604-49590-310 Service Agreements			Budget	Total	Balance
			\$6,100.00	427.25	\$5,672.75
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
Total	E 604-49590-310	Service Agreements	\$427.25	\$0.00	<i>In Balance</i>
E 604-49590-321 Telephone			Budget	Total	Balance
			\$2,200.00	190.29	\$2,009.71
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$190.29	\$0.00	ARROWHEAD COOPERATIVE
Total	E 604-49590-321	Telephone	\$190.29	\$0.00	<i>In Balance</i>
E 604-49590-390 Conservation Improvement Progr			Budget	Total	Balance
			\$25,000.00	543.81	\$24,456.19
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-18-21 APP	\$543.81	\$0.00	MN DEPT OF COMMERCE
Total	E 604-49590-390	Conservation Improvement Progr	\$543.81	\$0.00	<i>In Balance</i>
E 604-49590-432 Credit Card Charges			Budget	Total	Balance
			\$4,500.00	486	\$4,014.00
Period	Transactions	Batch Name	Tran Dr	Tran Cr	Search Name
2021-06	Pay	6-10-21 AP	\$486.00	\$0.00	PSN
Total	E 604-49590-432	Credit Card Charges	\$486.00	\$0.00	<i>In Balance</i>
Total	Expenditure		\$171,102.97	\$0.00	= \$171,102.97
Fund	604		\$171,102.97	\$0.00	= \$171,102.97

City of Grand Marais

MEMO

TO: Public Utilities Commissioners
FROM: Michael J. Roth, City Administrator
DATE: July 2, 2021
SUBJECT: Wastewater Pipe Lining Opportunity

The Highway 61 project included replacement of significant sections of water and wastewater mains. Our engineers evaluated the option of lining certain sections of sewer mains rather than replacing. Sections were selected as candidates for cast in place piping (CIPP) due to pipe condition and location. Some of this work was not able to be included in the Highway project because it includes areas not in the right of way. We have the opportunity to hire the CIPP contractor separate from MnDot to get these sections completed. They are scheduled to be onsite in mid July.

The attached maps identify the approximately 1,500' of sewer mains we would like to line with CIPP. The contractor has quoted us a price of \$36/linear foot based on 8" pipe size, straight runs, and limited structures. The total project estimate is \$54,000.



re

W 5th St

W 4th St

W 3rd St

4th Ave W
3rd Ave W
2nd Ave W

W 1st St

W Wisconsin St

E 5th St

E 4th St

E 3rd St

E 2nd St

E 1st St

Wisconsin St

N Broadway Ave

1st Ave E

2nd Ave E

3rd Ave E

4th Ave E

1st Ave E

N Broadway Ave

S Broadway

US Hwy

US Hwy

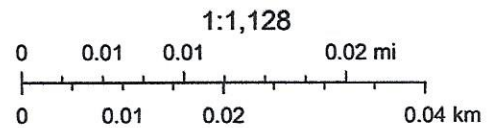
3

Cook County Tax Parcel Finder App



6/23/2021, 9:54:04 AM

 Tax Parcels



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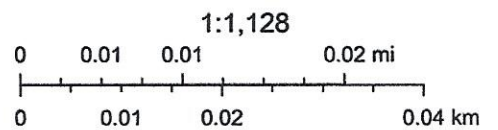
Cook County, MN
Cook County, MN

Cook County Tax Parcel Finder App



6/23/2021, 9:56:27 AM

 Tax Parcels



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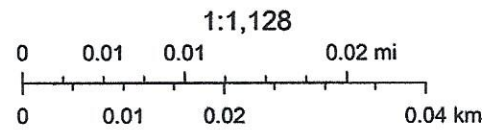
Cook County, MN
Cook County, MN

Cook County Tax Parcel Finder App



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 Tax Parcels



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Cook County, MN
Cook County, MN

City of Grand Marais

MEMO

TO: Grand Marais Public Utilities Commission
FROM: Shane Steele, Sustainability Coordinator
DATE: July 7, 2021
SUBJECT: NOVA Power Portal Software License Renewal

Please review the following annual software license for use of Star Energy Services' NOVA Power Portal as our solar interconnection application platform.

This will be the first renewal of this contract. In the first year of our partnership with Star Energy Services we have seen 5 applications come through NOVA. One was completed in 2020, and four more are slated for completion in 2021. This partnership has helped us comply with new (as of 2019) state rules and policies concerning solar interconnection.



6841 Power Lane SW
 Alexandria MN 56308
 320-762-1697 ext . 106

INVOICE	INV0002166
Type	
Date	6/1/2021
Page	1

Bill to:

Grand Marais Public Utilities
 PO Box 600
 Grand Marais MN 55604

Due 15 days after Receipt

Purchase Order ID		Customer ID	Salesperson ID	Shipping Method	Payment Terms ID	
		GRANDMARAIS				
Quantity	Item Number	Description	U Of M	Discount	Unit Price	Ext. Price
1	NOVA POWER PORTAL	06/17/21-06/16/22	Each	\$0.00	\$2,000.00	\$2,000.00
					Subtotal	\$2,000.00
					Misc	\$0.00
					Tax	\$0.00
					Freight	\$0.00
					Trade Discount	\$0.00
					Total	\$2,000.00

Thank you for your business!

SOFTWARE LICENSE AGREEMENT

NOVA Power Portal™

Grand Marais Public Utilities
PO Box 600,
Grand Marais, Minnesota 55604
Project #GRANDMARA-20-02
Transmitted on 6/3/2021



6841 Power Lane SW
Alexandria, MN 56308
Tel 320.762.1697
Fax 320.762.1479
star-energy.com

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “Agreement”), effective as of June 17, 2021, is between STAR Energy Services LLC, 6841 Power Lane SW, Alexandria, Minnesota 56308 (“Licensor”); and Grand Marais Public Utilities, located at PO Box 600, Grand Marais, Minnesota 55604 (“Licensee”). Licensor and Licensee may each be referred to as a “Party” and collectively, the “Parties.”

WHEREAS, Licensor has developed software that Licensee desires to use in its business; and

WHEREAS, Licensor desires to license certain software to Licensee under certain terms and conditions.

NOW THEREFORE, in consideration of the above premises, the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

“Code” means computer programming code of the Licensed Program, Modifications, and Enhancements, including, without limitation, Source Code and Object Code.

“Contract Year” means the year that runs from the date on which this Software License Agreement originally is executed until the date that is one year following the date of execution (“the Anniversary Date”), and subsequent one-year periods thereafter, commencing on each Anniversary Date. **All NOVA Power Portal™ software contracts will have a contract year that runs from June 17th through June 16th. For new contracts initiated during the contract year, the cost of the annual subscription will be prorated. After the initial contract year, all renewals will have a June 17th date.**

“Documentation” means any and all material that describes the design, functions, operation, and use of the Software, including, without limitation, Technical Documentation and User Documentation.

“Down Time” means that duration of time in which Licensee’s computer systems or applications are temporarily unavailable for daily operations or ordinary use due solely to the Licensor’s intervention.

“Enhancements” means any and all changes or additions to the Licensed Program, including new releases and versions thereof, other than Modifications, that add significant new functions to, or substantially improve performance of, the Licensed Program.

“Error” means any statement or omission in the Licensed Program, Modifications, or Enhancements that causes or results in, in the case of Software, an incorrect functioning, or, in the case of Documentation, an incomplete or incorrect statement, and that results, in either case, in a failure to comply in any material respect with the Program Specifications.

“Intellectual Property” means any and all intellectual property associated with the Licensed Program, Modifications, and Enhancements, including, without limitation, designs, formulas, procedures, methods, apparatus, ideas, creations, improvements, works of authorship, materials, processes, inventions, techniques, data, know-how, show-how, algorithms, programs, subroutines, tools, patents and patentable materials, copyrights and copyrightable materials, and trade secrets.

“Licensed Program” means any computer software program that is the subject of this Agreement, as listed on the cover page to this Agreement.

“Licensee” means Licensee and its Affiliates (“Affiliate” means any corporation or other business entity that directly or indirectly controls, is controlled by, or is under common control with, a Party).

“Licensor’s Quote” or “Quote” means a project-by-project quotation provided by Licensor of price and other terms. Terms not otherwise defined in Licensor’s Quote shall have the meanings set forth in this Agreement if the Quote is executed during the Services Term; Quotes executed after the Services Term shall be governed by Licensor’s then-current standard services terms and policies as set forth in its website or as otherwise promulgated generally to its then-current clients.

“Maintenance Services” means the specific Services consisting of corrections and revisions, and as are more fully described in the Services Agreement.

“Modifications” means any and all changes or additions to the Licensed Program, other than Enhancements, that correct Errors therein or support new releases thereof.

“Program Specifications” means the description of the design, features, functions and operations of the Licensed Program, Modifications and Enhancements.

“Protected Data” means any non-public information retained or controlled by Licensee or provided to Licensor by Licensee, including but not limited to: a) information subject to a contractual confidentiality obligation of Licensee about which Licensee gives Licensor express written advance notice; or (b) information subject to restricted access laws or regulations of any applicable jurisdiction, such as personally identifiable information subject to the Minnesota Government Data Practices Act or similar law.

“Reimbursable Expenses” means all travel and related expenses actually incurred by Licensor for Support requested by Licensee after completion of the initial installation of the Software.

“Reverse Engineer” means, without limitation, any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of “dumping of RAM/ROM or persistent storage,” “cable or wireless link sniffing,” or “black box” reverse engineering) data, Software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or Software from one form into a human-readable form.

“Royalty” means Licensee’s payment to Licensor for use of the Software.

“Run-time Software” means the run-time version of the Licensed Program. The run-time version of the Licensed Program can be used on multiple computers without requiring a separate license from Licensor for each computer.

“Services” means the specific services that Licensor provides to Licensee, as more fully outlined in the Services Agreement, the fees for which are reflected in the Fee Schedule.

“Software” means the Licensed Program, Modifications, and Enhancements, in electronic form, including, but not limited to, Code, screens, user interfaces, report formats, templates, menus, database structure, and icons.

“Source Code” means the human-readable form of the computer programming code of the Licensed Program, Modifications, and Enhancements, including all comments and any procedural code such as job control language statements.

“Support” means assistance with the Software related to ordinary course of business use, and excludes support related to upgrades, changes in hardware, and other non-ordinary course uses.

“Technical Documentation” means any and all text material that describes the design and function of the Software, including, without limitation, Program Specifications, functional requirements, logic manuals, flow charts, schematics, statements of principles of operations, and architecture standards describing the data flows, data structures, and control logic of the Software.

“Third Party Product” means software or other technology owned by a third party that is or will be incorporated into or can reasonably be foreseen as likely to be used in connection with the Licensed Program, Modifications or Enhancement(s). Licensor bears no risk and takes no responsibility for any claims of intellectual property infringement or misappropriation related to Third Party Product.

“User Documentation” means any and all text material that describes the functions, operation, and use of the Software, including, without limitation, installation guides, user manuals, training materials, release notes, and working papers, and that is reasonably necessary for the operation of the Software by Licensee as contemplated hereunder.

2. LICENSE AND LICENSE RESTRICTIONS

2.1 Grant

For each Contract Year in which a Services Agreement is in effect between Licensor and Licensee, Licensor hereby grants to Licensee a non-exclusive license to use and operate the Software for Licensee's ordinary business purposes.

2.2 Scope

Licensee may use the Software on any personal computers (including laptops, notebooks or the like), owned or controlled by Licensee for Licensee's own direct benefit only. Licensee may not use the Software in connection with the development of any product for any third parties, and, except with respect to the Run-time Software as stated herein, may not allow any third parties to have access to or use of the Software except on Licensee's behalf.

2.3 Restrictions

Except as otherwise permitted herein, Licensee shall not, and shall not permit anyone else to (a) copy the Software; (b) alter, amend, change, modify, hack decompile or Reverse Engineer the Software, including any portion thereof; (c) remove any copyright or other proprietary notices from the Software; (d) distribute, sell, assign, lease or otherwise transfer the Software, including any portion thereof. Licensee shall take reasonable measures to maintain the security of the Software and the information contained therein.

2.4 Protected Data

To the extent that the Software is being employed by Licensee to store or manipulate Protected Data, Licensee agrees to abide by all legal, regulatory, and contractual obligations relating to such Protected Data, including but not limited to the Minnesota Government Data Practices Act or similar law that governs the jurisdiction in which Licensee operates. To the extent that Licensor will gain access to Protected Data through Licensee, Licensee will provide Licensor with written advance notice of same. Absent express written notices from Licensee, Licensor will assume that Licensor does not have access to Protected Data through Licensee.

2.5 Fees

Licensee agrees to pay Licensor a one-time, lump-sum fee of \$0 at the time of execution of this Software License Agreement. Licensee's purchase of ongoing maintenance and support as outlined in the Services Agreement is a required condition of maintaining the license granted herein.

Fees for ongoing maintenance and support are contained in the Fee and Schedule. The terms and conditions of the Services Agreement and Fee Schedule are incorporated herein by reference.

3. DELIVERY

3.1 Initial Deliverables

Licensor shall deliver to Licensee the following (“Initial Deliverables”) by the delivery date as mutually agreed upon between Licensor and Licensee:

3.1.1 One (1) full copy of the User Documentation for each Licensed Program

3.1.2 One (1) full version of each Licensed Program

3.2 Modifications and Enhancements

3.2.1 At no charge to Licensee, Licensor shall deliver to Licensee Modifications to the Licensed Program. It is Licensor’s sole discretion as to whether and when to release a Modification.

3.2.2 Enhancements implemented and created by Licensor, at the request of the Licensee, after completion of the Initial Deliverables are subject to the Services Agreement and the Fee Schedule.

4. ONGOING SERVICE

4.1 Consulting Services

Licensor shall provide to Licensee the consulting services needed to install the Licensed Program and any Enhancements so that the same perform according to the Licensed Program. These consulting services are subject to the Services Agreement and the Fee Schedule.

4.2 Maintenance Services

Maintenance Services must be maintained. The Maintenance Services term shall be one year, and shall begin on the Contract Year and renew thereafter for successive one-year periods. Maintenance Services are subject to the Services Agreement and Fee Schedule.

4.3 Use and Training

Licensee shall limit the use of the Software to its employees. Licensor shall make training for the Software available to Licensee. For the first year, training shall be provided at Licensee's address as stated above. Use and Training services are subject to the Services Agreement and the Fee Schedule.

4.4 Workmanship

Licensor agrees that its employees and the employees of its agents will perform their functions in a professional, workmanlike manner and will use their best efforts not to interfere with or cause any interruption in the performance of the regular day-to-day duties of Licensee's employees. Licensee understands that installation, downloading, configuration, upgrading, or modification of any large-scale software system will involve some Down Time. Accordingly, Licensee agrees that Licensor (and its employees and agents) may temporarily disrupt the operation of Licensee's computer system during the installation, downloading, configuration, upgrading, or modification of the Software into Licensee's computer system, and Licensee shall have no recourse against Licensee for Down Time. Licensor agrees to use its best reasonable efforts to minimize the Down Time.

4.5 Regulations Pertinent to Licensee

To the extent, and only to the extent, that Licensee gives Licensor specific notice of the same, Licensor agrees to abide by the specifically noticed laws and regulations pertinent to Licensee. In such case, Licensor agrees to reasonably cooperate with Licensee to assist Licensee in discharging Licensee's legal responsibilities.

4.6 Taxes

Licensee shall, in addition to the other amounts payable under this License Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this License Agreement, but not including taxes ordinarily borne by a Licensor (including particularly taxes on Licensor's income attributable to the Royalty). Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

4.7 Hardware Requirements

Licensee shall make available for the Software implementation, at each location, computer equipment and software configurations approved by Licensor as adequate for such implementation at such location.

4.8 Licensed Locations

Licensee shall use the Software only as specified in Section 2.2.

4.9 Cooperation

Both Licensor and Licensee acknowledge that successful implementation of the Software pursuant to this License Agreement shall require their mutual good faith cooperation, and each Party acknowledges that it shall timely fulfill its responsibilities, including but not limited to the terms and spirit set forth in this Agreement. In addition, Licensee agrees to provide secure access to facilitate remote service work.

4.10 Licensee's Payments

If the Royalty, Fees, or any Reimbursable Expenses are not paid within 30 days after Licensor submits to Licensee its standard invoice, then Licensee agrees to pay Licensor interest on the unpaid balance at the rate of 1% per month.

4.11 Other

Upon Licensee's request, Licensor will supply to Licensee the name and contact information of the person most familiar with the Licensed Program.

5. **PROPRIETARY RIGHTS**

5.1 Ownership

Notwithstanding the license granted under Section 2.1, Licensor owns and retains all of its ownership and license rights in the Software, Code, Documentation, (including, without limitation, all Intellectual Property). All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any Modifications, or any Enhancements, even those made at Licensee's request, are and shall remain in Licensor.

5.2 Treatment of Confidential Information

This section applies to Confidential Information of the Parties, and not to Confidential Information of third parties, such as Licensor's customers, which may be classified as Protected Data.

Licensee and Licensor shall maintain all proprietary and confidential information (“Confidential Information”) of the other Party in confidence and shall not use it for any purpose other than the purposes contemplated by this Agreement. In order for the Parties to identify and protect Confidential Information, the Party transmitting Confidential Information shall, to the extent reasonable, label or stamp written Confidential Information with the word “Confidential” or some similar warning. In the event that Confidential Information is transmitted orally, the transmitting Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

The Parties acknowledge that a primary purpose of this provision is to provide reasonable notice of Confidential Information so that each Party can avoid inadvertent disclosures of the other’s Confidential Information. Accordingly, the failure to label or otherwise identify Confidential Information shall create a presumption that any Party disclosing such Confidential Information did not breach the confidentiality provisions of this Agreement. Failure to label or otherwise identify Confidential Information shall not, in and of itself, constitute an admission of non-confidentiality or waiver of confidential status for such Confidential Information.

It is expressly understood, without the need for marking or labeling, that Licensor has or will transmit Confidential Information to the Licensee pursuant to this License Agreement in the form of any or all of the following: Code, Documentation, Enhancements, Intellectual Property, Licensed Program, Modifications, Program Specifications, Run-Time Software, Software, Source Code, Technical Documentation and/or User Documentation.

6. LIABILITY AND DISCLAIMERS

6.1 Third Party Infringement

To the best of Licensor’s knowledge:

6.1.1 It has, or shall have obtained, all the licenses and authorizations of which Licensor is aware to sublicense to Licensee any Third Party Product (whether software or other technology owned by a third party) that Licensor has or will incorporate into or in connection with the Software and the terms of any such licenses and authorizations are or will be at least for the term of this Agreement.

6.1.2 In the event that a third party makes a claim of infringement or misappropriation of any patent right, copyright, trade secret, or other intellectual property right related to Licensor's Software, then Licensor will, at Licensor's sole option and expense, perform any, or any combination, of the following: (a) defend or, at its option, settle any claim against Licensee based upon a claim that Licensee's use of the Software infringes or misappropriates any patent, copyright, trade secret or other intellectual property right of any third party; (b) procure for Licensee the right to continue to use the Software; or (c) replace or modify the Software so that the Software avoids the infringement or misappropriation claim.

This Section 6.1 applies only to Licensor's responsibilities directly related to the Licensor's Software and Licensor bears no responsibility and takes no risk as to any claims of intellectual property infringement or misappropriation of a Third Party Product which Licensee uses in connection with or otherwise relates to Licensor's Software.

6.1.3 If a Third Party makes a claim of intellectual property infringement against Licensor that is related to Licensee, but not specifically directed at Licensor's Software, then Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all damages, liabilities, costs and expenses Licensor incurs relating to same.

6.2 Disclaimer of Warranty and Representations

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. LICENSOR, ITS EMPLOYEES, AGENTS, AFFILIATES, AND CONTRACTORS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE REGARDING THE USE OR AVAILABILITY OF THE SOFTWARE AND LICENSOR HEREBY DISCLAIMS ANY AND ALL LIABILITY, REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

6.3 Limitation of Liability

LICENSOR AND ITS EMPLOYEES, AGENTS, AFFILIATES, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OF LICENSEE OR CUSTOMERS OF LICENSEE ARISING FROM OR RELATED TO THIS AGREEMENT OR TO THE SERVICE(S) PROVIDED UNDER THE SERVICES AGREEMENT, OR UNDER ANY OTHER AGREEMENT WITH LICENSEE OR AS A RESULT OF ANY ERRORS, OMISSIONS, INTERRUPTIONS, CONNECTIVITY FAILURES, POWER FAILURES, COMPUTER

VIRUSES, DATA DAMAGE, DELETION OF FILES, DEFECTS, DELAYS IN OPERATION, DELAYS OR FAILURES OF TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE, WHETHER OR NOT ANY SUCH EVENTS CONSTITUTE FORCE MAJEURE OR EVENTS REASONABLY BEYOND LICENSOR'S CONTROL, OR DUE TO THEFT, OBSTRUCTION, OR OTHER EVENTS INTERRUPTING, CANCELING, OR ADVERSELY AFFECTING THE SERVICES PROVIDED BY LICENSOR HEREUNDER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, LOSS, OR DAMAGES. LICENSOR FURTHER MAKES NO WARRANTY AS TO THE SECURITY OF ANY DATA PROVIDED BY LICENSEE. LICENSOR'S TOTAL AGGREGATE LIABILITY TO LICENSEE FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION OF ANY KIND UNDER THIS AGREEMENT AND THE RELATED AGREEMENTS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE SERVICE PERIOD DURING WHICH THE CLAIM AROSE, NOT TO EXCEED ONE YEAR.

6.4 Licensee's Responsibilities

- 6.4.1 The Licensee MUST notify Licensor within 60 days if it becomes aware of a defect in the Software.
- 6.4.2 Licensee is solely responsible for Licensee's Computer System, which includes Licensee's computers, hardware of any kind, firmware, networks, network cards, and the data stored on Licensee's Computer System. Licensee agrees to take all appropriate steps to maintain reasonable security over its systems on which the Software runs, and Licensee agrees that Licensee is solely responsible for the security of its systems. Licensee further agrees to preserve and back-up its data. Licensor shall not be responsible for any business interruption resulting from ordinary crashes or Down Time.
- 6.4.3 Licensor stresses that it cannot be held responsible for factors outside of its exclusive control, such as (i) failures, defects or limitations of Licensee's Computer System; (ii) corruption of Licensee's data; (iii) errors caused by or resulting from the intervention of third parties not under Licensor's direct, exclusive control; (iv) user error; or (v) Acts of God.

7. **TERM AND TERMINATION**

7.1 Termination

If Licensee shall:

- 7.1.1 fail to make any payment when due to Licensor as required by this Agreement or the related Services Agreement or Fee Schedule;

- 7.1.2 default in the performance of any covenant, term or provision of this Agreement regarding confidentiality;
- 7.1.3 make an unauthorized use, copy, or modification of the Licensed Program, or transfer possession of any copy of the Licensed Program to any third party, other than as contemplated under this Agreement or as otherwise authorized in writing by Licensors;

then upon the occurrence of any of the foregoing events, Licensors may, at its option, provide written notice of such failure or default to Licensee, whereupon Licensee shall have up to 30 days to correct said failure or default (time for cure, if any, will be specified in the notice letter). Upon failure of Licensee to correct said failure or default within the specified number of days of receipt of said written notice, Licensors may provide written notice of termination to Licensee, whereupon all rights and privileges under this Agreement shall terminate.

Within five (5) days after termination of the license(s), Licensee will return to Licensors the Software in the form provided by Licensors or as modified by the Licensee, or Licensors will terminate Licensee's access to the Software, or, upon request by Licensors, Licensee shall destroy the Software and all copies, and certify in writing that they have been destroyed and that the Software has been uninstalled from all devices on which the Software had been installed. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality.

Licensee agrees that Licensors is not liable to Licensee as a result of termination, and Licensee shall have no recourse against Licensors, including but not limited to legal, financial or otherwise, and Licensee shall have no right to bring an action for monetary damages or injunctive relief or other remedy.

Without limiting any of the above provisions, in the event of termination as a result of the Licensee's failure to pay, Licensee shall continue to be obligated for any payments due. Licensee agrees to pay for STAR's costs, including reasonable attorney's fees, in the event that STAR brings legal action to enforce customer's payment obligations.

7.2 Termination By Licensee

Licensee may terminate this Agreement upon Licensors's breach of the obligations in Section 6, or upon Licensors's breach of this Agreement when such breach is not cured within 30 days of notice of such breach.

The Licensee may terminate this Agreement upon 60 days written notice to the Licensors.

8. MISCELLANEOUS

8.1 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota (without regard to the principles of conflicts of law embodied therein) applicable to contracts executed and performable in such state. In the event that litigation is required to settle any dispute between the Parties relating to this Agreement, the litigation will be held solely in the Federal or State Court having jurisdiction over Douglas County, Minnesota. Licensor and Licensee hereby consent to personal jurisdiction and exclusive venue of those courts.

8.2 Severability

If any provision or any portion of any provision of this Agreement is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect; provided that such resulting construction of the Agreement does not frustrate the main purpose of the Agreement.

8.3 Entire Agreement

All of the terms and conditions to this Agreement are specified herein. This Agreement supersedes all prior communications, representations or contracts between the Parties, whether verbal or written, including any printed terms and conditions which may appear on work orders, purchase orders, invoices or other forms to the extent such terms are different from or inconsistent herewith.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and prior or collateral representations, promises or conditions in connection with or in respect to the subject matter hereof that are not incorporated herein are not binding upon either of the parties. This Agreement may only be modified by an express written amendment to it.

8.4 Survival

The provisions of Section 5 as well as Licensee's payment obligations shall survive termination or expiration of the Agreement.

8.5 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties hereto and their assigns and nothing herein express or implied shall be construed to give to any person or entities, other than the Parties hereto and such assigns, any legal or equitable rights hereunder.

8.6 Successors and Assigns; Change of Control

All the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto, their successors (including without limitation successors by change of name or merger), legal representatives and permitted assigns. Licensee may transfer, lease, assign or sublicense its entire right, interest and obligation hereunder to any third party who enters into a substitute version of this Agreement with Licensor's express written consent, provided, however, that such assignment shall impose no additional duties, costs, or expenses upon Licensor and that Licensor shall be given 90 days advance notice of such assignment.

8.7 No Relationship Between the Parties

Neither party shall represent itself as the agent or legal representative of the other or as joint ventures for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever. No party is a fiduciary of the other.

8.8 Non-Waiver

A failure of either party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein; in no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

8.9 Facilities Management and Data Loss Recovery

Nothing express or implied in this Agreement shall prevent Licensee from: (1) allowing duly authorized agents of Licensee to access and utilize the Licensed Program to manage Licensee's computer, LAN or other information technology facilities to conduct data loss recovery or facilities management services or (2) temporarily transferring such Licensed Program to the offices of such agents in facilitation of such purposes.

8.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

8.11 Force Majeure

Neither party shall be liable to the other for causes or consequences beyond its reasonable control. Dates or times by which Licensor is required to make performance under this license shall be postponed automatically to the extent that Licensor is prevented from meeting them by causes beyond its reasonable control.

8.12 Authority to Sign

The Parties represent that each has the full and necessary authority to enter into this Agreement, and that the individual executing this Agreement on behalf of a Party has the full authority to bind that Party.

8.13 Notices

All notices from either Party to the other hereunder will be in writing; signed by the Party giving notice; and will be deemed given when delivered personally, by courier service or when deposited in the U.S. Mail, certified or registered mail, return receipt requested, postage prepaid and properly addressed to Licensor, STAR Energy Services LLC at 6841 Power Lane SW, Alexandria, Minnesota, 56308, and to Licensee at the address noted above.

IN WITNESS THEREOF, Licensor and Licensee have caused this Agreement to be signed and delivered, all as of the date first herein above written.

LICENSOR

LICENSEE

STAR Energy Services LLC

Grand Marais Public Utilities

By



Signature _____

Lois Croonquist, CEO

Print Name _____

Date June 1, 2021

Date June 17, 2021

SERVICES AGREEMENT

This Services Agreement supplements the Software License Agreement for NOVA Power Portal™ entered into between STAR Energy Services LLC, 6841 Power Lane SW, Alexandria, Minnesota 56308 (“Licensor”); and Grand Marais Public Utilities, located at PO Box 600, Grand Marais, MN 55604 (“Licensee”). Licensor and Licensee may each be referred to as a “Party” and collectively, the “Parties.”

1. TERMS OF SOFTWARE AGREEMENT APPLY

The definitions, terms and conditions of the Software License Agreement between the Parties are incorporated herein by reference, as if fully restated herein. In the event of conflict between the terms of this Agreement and the terms of the Software License Agreement, the terms of the Software License Agreement shall control.

2. TERM

This Agreement commences on the first anniversary date of the Software License Agreement executed by the parties. **All NOVA Power Portal™ software contracts will have a contract year that runs from June 17th through June 16th. For new contracts initiated during the contract year, the cost of the annual subscription will be prorated. After the initial contract year, all renewals will have a June 17th date, unless terminated by one of the parties.**

3. MAINTENANCE SERVICES

Licensee must maintain Maintenance Services during each Contract Year. If Licensee does not remit payment for the Maintenance Services Fee by the due date, Licensor may suspend performance of the Maintenance Services terminate the Software license, or take other action at Licensor’s sole discretion, until amount due is paid in full.

Maintenance Services Fees will continue to accrue during any suspension of Maintenance Services. When the amount due is paid in full, Licensee must also pay any additional fees due for the remainder of the current Contract Year and/or any fees due for the subsequent Contract Year. The Maintenance Services Fee may not be increased during any particular Contract Year, but the Maintenance Services Fee may be increased for any subsequent Contract Year.

4. USE AND TRAINING

Licensee may arrange for Licensor to provide, and Licensor will provide, additional training and support related to the Software. Fees for additional training and support are provided in the Fee Schedule for the given Contract Year.

5. **CONSULTING SERVICES**

Licensor shall provide to Licensee the consulting services needed to install the Licensed Program, and any Modifications or Enhancements on Licensee’s Systems. Fees for Consulting Services are provided in the Fee Schedule for the given Contract Year.

6. **PAYMENT**

If any fee due under this Services Agreement is not paid within 30 days after Licensor submits to Licensee its standard invoice, then Licensee agrees to pay Licensor interest on the unpaid balance at the rate of 1% per month. In addition, Licensor retains its option of termination as set forth in the Software License Agreement.

7. **EXCLUSIONS**

Licensor is not responsible for any unavailability, suspension or termination of the Software: (i) that results from a suspension from a cloud service provider; (ii) caused by factors outside of Licensor’s reasonable control, including any force majeure event or Internet access or related problems; (iii) that result from any actions or inactions of Licensee or any third party; (iv) that result from Licensee's equipment, Internet connectivity or other network connectivity, software or other technology, or third party equipment, software or other technology; and (v) agreed upon scheduled Down Time for maintenance of the Software. If availability is impacted by factors other than those explicitly listed in this Agreement, Licensor may issue a service credit considering such factors in its sole discretion.

8. **TERMINATION**

Termination of this Services Agreement is governed by Section 7 of the related Software License Agreement.

IN WITNESS THEREOF, Licensor and Licensee have caused this Agreement to be signed and delivered, all as of the date last written below.

LICENSOR

LICENSEE

STAR Energy Services LLC

Grand Marais Public Utilities

By *Lois Croonquist*
Lois Croonquist, CEO

Signature _____

Print Name _____

Date June 1, 2021

Date June 17, 2021

FEE SCHEDULE - 2021

The following NOVA Power Portal™ maintenance fee is in effect for any Fee and Support Agreement that renews during calendar year 2021, and will govern for that Fee and Support Agreement until the next Contract Year renewal. The definitions, terms and conditions of the Software License Agreement and the Fee and Support Agreement between the Parties are incorporated herein by reference, as if fully restated herein.

1. Contract Year Maintenance Service and Fees

NOVA Power Portal™:

Includes 25 online applications - \$2,000

Additional Costs:

- After 25 applications, a fee of \$800 will be charged for an additional block of 25 applications.
- After 50 applications, a fee of \$800 will be charged for an additional block of 25 applications.
- After 75 applications, a per application fee will be implemented as follows:
 - A fee of \$20 will be charged for each application between 76-300
 - A fee of \$15 will be charged for each application over 300

All NOVA Power Portal™ software contracts will have a contract year that runs June 17th through June 16th. For new contracts initiated during the contract year, the cost of the annual subscription will be prorated. After the initial contract year, all renewals will have a June 17th date.

STAR Energy Services has partnered with a secure third-party payment gateway to collect application fees. All subscribers for NOVA Power Portal™ will be required to have an online payment account (connected to STAR's authorized account with the payment gateway) for the collection of application fees on behalf of the Utility customer. Transaction and processing fees associated with the online payment account are automatically deducted from the application fee. The current fee is approximately 2.9% plus \$.30 for each transaction. The third-party payment gateway fees are subject to change.

2. Hourly Rate – Support, Training, and/or Consulting

The hourly rate for Maintenance Services in effect - Manager, Software Development & GIS - \$187*

The hourly rate for Maintenance Services in effect - Senior Software Developer - \$143*

*2021 subject to change in 2022

City of Grand Marais

MEMO

TO: Grand Marais Public Utilities Commission
FROM: Shane Steele, Sustainability Coordinator
DATE: July 7th, 2021
SUBJECT: EV Transfer Agreement

Please approve the following assignment and assumption agreement for the transfer of ownership of our three EV charging stations from SMMPA to the Grand Marais PUC.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is dated as of _____, 2021, by and between Southern Minnesota Municipal Power Agency (the “**SMMPA**”) and Grand Marais Public Utilities Commission (the “**Member**”) (each a “**Party**” and together the “**Parties**”).

Recitals

A. SMMPA and ZEF Energy Inc. (“**ZEF Energy**”) have entered into that certain Electric Vehicle Charging Hub Proposal dated as of November 21, 2019 (the “**Purchase Agreement**”), pursuant to which SMMPA has agreed to purchase on behalf of its participating members, including Member, certain DC Fast Chargers and related equipment and services, as set forth in Section 6 of the Purchase Agreement (the “**Purchased Equipment**”).

B. SMMPA desires to transfer to, and Member desires to acquire, all of SMMPA’s right, title and interest in that portion of the Purchased Equipment described on Schedule 1 hereto (the “**Member Equipment**”).

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, SMMPA and Member hereby agree as follows:

1. Assignment of Member Equipment. SMMPA hereby transfers, assigns, delegates and conveys to Member all of the SMMPA’s right, title and interest in and to (a) the Member Equipment and (b) the Purchase Agreement to the extent relating to the Member Equipment, including the Limited Warranty (collectively, the “**Acquired Assets**”). Member hereby accepts the transfer, assignment, delegation and conveyance by SMMPA of the Acquired Assets.

2. Assumption of Liabilities. SMMPA hereby delegates to Member all of SMMPA’s liabilities and obligations with respect to the Acquired Assets except as set forth in Section 3 hereof. Member hereby assumes and agrees to discharge all of such liabilities and obligations. Without limiting the foregoing, Member acknowledges and agrees that (a) SMMPA is not a manufacturer or dealer of the Member Equipment, which is being provided by ZEF Energy pursuant to the Purchase Agreement, and that the transfer from SMMPA to Member is on an as-is, where-is basis, without representation or warranty by SMMPA, express or implied, including as to the fitness for any particular purpose, merchantability, design, quality or absence of defects, (b) SMMPA shall have no liability to Member in respect of the Acquired Assets and the sole recourse of Member in respect of the Acquired Assets shall be as set forth in, and subject to the limitations of, the Purchase Agreement, (c) Member is bound by the limitations set forth in paragraph 7 of the Conditions of Sale of the Purchase Agreement, and (d) Member shall be responsible for coordinating the delivery and commissioning of the Member Equipment in accordance with the terms of the Purchase Agreement and procuring any insurance necessary or desirable to cover Member’s interests in, and liability in respect of, the Acquired Assets.

3. Excluded Assets and Liabilities. Notwithstanding the provisions of Sections 1 and 2 of this Agreement, SMMPA is not transferring, assigning, delegating or conveying to Member any right, title or interest in or to any of the Purchased Equipment that is not Member Equipment, or any portion of the Purchase Agreement that does not relate to the Member Equipment. In addition, SMMPA shall retain the obligation under the Purchase Agreement to pay to ZEF Energy the purchase price for the Purchased Equipment, including the Member Equipment (and all rights to any refund, rebate or adjustment thereof).

4. Further Assurances. Each of the Parties agrees, upon the request of the other Party, to take, or cause to be taken, such action, and to execute and deliver, or cause to be executed and delivered, such additional documents and instruments as may be reasonably necessary, proper or advisable to effect the provisions of this Agreement.

5. Miscellaneous.

a. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the Parties relative to the subject matter hereof.

b. This Agreement shall be governed by and construed under the laws of the State of Minnesota without regard to its conflicts of laws principles.

c. This Agreement shall be binding upon, and inure to the benefit of, SMMPA and Member, and their respective successors and assigns. This Agreement and the rights and obligations arising under this Agreement may not be assigned by SMMPA or Member without the other's prior written consent, except that Member may assign this Agreement and its rights and obligations hereunder to any of its Affiliate (provided, that Member shall remain responsible for its obligations hereunder to the extent such obligations are not performed by such Affiliate).

d. This Agreement may not be amended or modified, except by the written agreement of each Party.

e. This Agreement may be executed in any number of counterparts, and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same agreement, and this Agreement shall be deemed to have been made, executed, and delivered on the date written above, irrespective of the time or times when the same or any counterparts thereof may have actually been executed and delivered. Facsimile or PDF counterpart signatures to this Agreement shall be acceptable and binding.

[THE REMAINDER OF THIS PAGE IS BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

SOUTHERN MINNESOTA MUNICIPAL POWER
AGENCY



By:

Christopher P. Schoenherr
Director – Agency and Governmental Relations
and Chief External Affairs Officer

Grand Marais Public Utilities Commission

By: _____
Name:
Title:

Member Equipment

One Tritium RT DCFC 50kW Fast Charger

Two ZEFNET-60-CPD-SS Dualhead - 11.5kW per Plug Level 2 Chargers