

**Lanesboro Public Utilities
Regular Meeting Agenda
Monday, May 20, 2024 5:30 p.m.
Lanesboro Community Center Meeting Room and Zoom**

*Zoom is provided as a way to offer more accessibility to council and committee meetings.
However, due to potential technical issues, full functionality is not guaranteed*

Join Zoom Meeting

<https://us02web.zoom.us/j/82892168693?pwd=YIBPbEpvU3oxK0lNejFaNldFL3ZSQ09>

Meeting ID: 828 9216 8693 Passcode: 611594

Dial by your location • +1 305 224 1968 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago)

Call to Order:

- A. Public Comments
- B. Agenda: Additions or Corrections
- C. Consent Agenda:
 - 1. [Minutes of April 15, 2024 Meeting](#)
 - 2. [Accounts Payable](#)
- D. Staff Update
- E. City Council Update

Regular Business:

- A. New Business:

- B. Continued Business:
 - a. Lead Service Line Inventory Information
 - b. WWTF - Industrial User Agreement
 - c. [CIP Funds/Semcac Contract Renewal](#)

- C. Miscellaneous

Next Meeting: Monday, June 17, 2024 at 5:30 p.m.

Adjourn Regular Meeting

Draft 04/16/2024

Walbridge will verify what is left in the conservation improvement fund balance and will inform members at the next meeting. Member Pieper rescinded his motion and entered a new motion to table the contract consideration; Member Roelofs seconded the motion. Motion carried with all in favor.

Miscellaneous:

- Council member Albrecht-Benson asked if the current meeting time worked for members as member Riggott was absent. Administrator Walbridge will ask Member Riggott if the current meeting time is compatible with his schedule or if the meeting time should be rescheduled.

Member Pieper entered a motion to adjourn the meeting; Member Roelofs seconded the motion. Motion carried with all in favor. The meeting was adjourned at 5:55 p.m.

Respectfully submitted,

Mitchell Walbridge
City Administrator/Clerk

LANESBORO PUBLIC UTILITIES

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Payments

Current Period: May 2024

Payments Batch 5152024PAY				\$184,707.34
Refer 425218 WAGNER, JEROD G				
Cash Payment	E 640-60400-135	Employer Paid Other	cell	\$25.00
Invoice				
Cash Payment	E 620-60200-135	Employer Paid Other	cell	\$12.50
Invoice				
Cash Payment	E 610-60100-135	Employer Paid Other	cell	\$12.50
Invoice				
Cash Payment	E 640-60400-208	Training and Instruction	UMMEG Meeting Supplies	\$35.44
Invoice				
Transaction Date	5/3/2024	Checking	10101	Total \$85.44
Refer 425219 NORBY, JEFF				
Cash Payment	E 640-60400-135	Employer Paid Other	cell	\$25.00
Invoice				
Cash Payment	E 620-60200-135	Employer Paid Other	cell	\$12.50
Invoice				
Cash Payment	E 610-60100-135	Employer Paid Other	cell	\$12.50
Invoice				
Transaction Date	5/3/2024	Checking	10101	Total \$50.00
Refer 425220 SMITH SCHAFFER & ASSOCIATES, L				
Cash Payment	E 640-60400-301	Auditing and Acct g Ser		\$2,800.00
Invoice 30259				
Cash Payment	E 620-60200-301	Auditing and Acct g Ser		\$1,400.00
Invoice 30259				
Cash Payment	E 610-60100-301	Auditing and Acct g Ser		\$1,400.00
Invoice 30259				
Transaction Date	5/3/2024	Checking	10101	Total \$5,600.00
Refer 425221 UC LABORATORY				
Cash Payment	E 620-60200-300	Professional Srvs (GEN		\$625.38
Invoice 119823				
Transaction Date	5/3/2024	Checking	10101	Total \$625.38
Refer 425222 BADGER METER				
Cash Payment	E 610-60100-300	Professional Srvs (GEN		\$53.69
Invoice 80157037				
Transaction Date	5/3/2024	Checking	10101	Total \$53.69
Refer 425223 PRAXAIR				
Cash Payment	E 610-60100-210	Operating Supplies (GE		\$37.87
Invoice 42664439				
Transaction Date	5/3/2024	Checking	10101	Total \$37.87
Refer 425224 GOPHER STATE ONE-CALL				
Cash Payment	E 640-60400-438	Gopher One Locates		\$18.90
Invoice 4040534				
Transaction Date	5/3/2024	Checking	10101	Total \$18.90
Refer 425225 ACENTEK				
Cash Payment	E 640-60400-321	Telephone		\$111.27
Invoice				

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Payments

Current Period: May 2024

Cash Payment	E 620-60200-321 Telephone				\$111.01
Invoice					
Cash Payment	E 610-60100-321 Telephone				\$147.37
Invoice					
Transaction Date	5/3/2024	Checking	10101	Total	\$369.65
Refer	425226 VISA				
Cash Payment	E 620-60200-210 Operating Supplies (GE				\$21.95
Invoice					
Cash Payment	E 620-60200-210 Operating Supplies (GE				\$23.47
Invoice					
Cash Payment	E 640-60400-210 Operating Supplies (GE				\$71.19
Invoice					
Transaction Date	5/3/2024	Checking	10101	Total	\$116.61
Refer	425227 CONNAUGHTY SALES INC				
Cash Payment	E 610-60100-404 Repairs/Maint Machiner				\$92.15
Invoice 56757					
Transaction Date	5/6/2024	Checking	10101	Total	\$92.15
Refer	425228 BORDER STATES ELECTRIC SUPP				
Cash Payment	E 640-60400-210 Operating Supplies (GE Troendle Electric				\$599.96
Invoice 928272474					
Transaction Date	5/6/2024	Checking	10101	Total	\$599.96
Refer	425229 TAYLOR, DARLA				
Cash Payment	E 640-60400-208 Training and Instruction UMMEG MTG SUPPLIES				\$62.86
Invoice					
Cash Payment	E 640-60400-208 Training and Instruction UMMEG MTG Supplies				\$39.65
Invoice					
Transaction Date	5/6/2024	Checking	10101	Total	\$102.51
Refer	425230 LANESBORO PUBLIC UTILITIES				
Cash Payment	E 610-60100-380 Utility Services (GENER				\$192.44
Invoice					
Cash Payment	E 610-60100-380 Utility Services (GENER				\$120.01
Invoice					
Cash Payment	E 610-60100-380 Utility Services (GENER				\$110.24
Invoice					
Cash Payment	E 610-60100-380 Utility Services (GENER				\$266.37
Invoice					
Cash Payment	E 610-60100-380 Utility Services (GENER				\$1,371.69
Invoice					
Cash Payment	E 610-60100-380 Utility Services (GENER				\$231.98
Invoice					
Cash Payment	E 640-60400-380 Utility Services (GENER				\$545.65
Invoice					
Cash Payment	E 610-60100-380 Utility Services (GENER				\$229.99
Invoice					
Cash Payment	E 620-60200-380 Utility Services (GENER				\$1,768.83
Invoice					
Transaction Date	5/6/2024	Checking	10101	Total	\$4,837.20

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Payments

Current Period: May 2024

<hr/>					
Refer	425231	MN DEPT OF REVENUE	Ck# 038837E	5/6/2024	
Cash Payment	E 640-60400-450	Sales Tax Paid			\$2,904.00
Invoice					
Transaction Date	5/6/2024	Checking	10101	Total	\$2,904.00
<hr/>					
Refer	425232	WAPASHA CONSTRUCTION CO			
Cash Payment	E 422-60200-300	Professional Svcs (GEN			\$127,830.37
Invoice					
Transaction Date	5/7/2024	Checking	10101	Total	\$127,830.37
<hr/>					
Refer	425233	HOME SWEET HOME	Ck# 042890	5/8/2024	
Cash Payment	E 640-60400-208	Training and Instruction	UMMEG Lunch		\$404.55
Invoice					
Transaction Date	5/8/2024	Checking	10101	Total	\$404.55
<hr/>					
Refer	425234	UMMEG			
Cash Payment	E 640-60400-218	Purchased Power			-\$2,005.77
Invoice 2851					
Cash Payment	E 640-60400-218	Purchased Power			\$4,693.70
Invoice 6743					
Cash Payment	E 640-60400-218	Purchased Power			\$1,489.62
Invoice 6756					
Transaction Date	5/9/2024	Checking	10101	Total	\$4,177.55
<hr/>					
Refer	425235	DAIRYLAND POWER COOPERATIV			
Cash Payment	E 640-60400-218	Purchased Power			\$6,616.36
Invoice 2615					
Transaction Date	5/9/2024	Checking	10101	Total	\$6,616.36
<hr/>					
Refer	425236	MIENERGY COOPERATIVE			
Cash Payment	E 640-60400-218	Purchased Power			\$19,758.88
Invoice					
Transaction Date	5/9/2024	Checking	10101	Total	\$19,758.88
<hr/>					
Refer	425237	PRESTON AUTO PARTS			
Cash Payment	E 620-60200-210	Operating Supplies (GE			\$6.49
Invoice 794595					
Transaction Date	5/9/2024	Checking	10101	Total	\$6.49
<hr/>					
Refer	425238	BOLTON & MENK			
Cash Payment	E 422-60200-303	Engineering Fees			\$7,422.50
Invoice 0335060					
Cash Payment	E 640-60400-303	Engineering Fees			\$765.00
Invoice 0335476					
Cash Payment	E 610-60100-303	Engineering Fees			\$382.50
Invoice 0335476					
Cash Payment	E 620-60200-303	Engineering Fees			\$382.50
Invoice 0335476					
Transaction Date	5/10/2024	Checking	10101	Total	\$8,952.50
<hr/>					
Refer	425239	THE LINCOLN NATIONAL LIFE INS			
Cash Payment	E 640-60400-134	Employer Paid Life			\$110.14
Invoice					

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Payments

Current Period: May 2024

Cash Payment	E 620-60200-134 Employer Paid Life				\$55.07
	Invoice				
Cash Payment	E 610-60100-134 Employer Paid Life				\$55.07
	Invoice				
Transaction Date	5/13/2024	Checking	10101	Total	<u>\$220.28</u>
Refer	425240 <i>ESRI</i>				
Cash Payment	E 610-60100-300 Professional Svcs (GEN				\$1,247.00
	Invoice 94718294				
Transaction Date	5/13/2024	Checking	10101	Total	<u>\$1,247.00</u>

Fund Summary

	10101 Checking
422 WWTF DESIGN	\$135,252.87
610 WATER FUND	\$5,963.37
620 SEWER FUND	\$4,419.70
640 ELECTRIC FUND	\$39,071.40
	<u>\$184,707.34</u>

Pre-Written Checks	\$3,308.55
Checks to be Generated by the Computer	<u>\$181,398.79</u>
Total	<u>\$184,707.34</u>

**The City of Lanesboro Conservation Improvement Program
For
Low-Income Participants**

This Agreement is between SEMCAC, a Community Action Agency and the City of Lanesboro ("THE CITY"), a municipality organized under the laws of the State of Minnesota, including its Utilities Commission.

WITNESSETH:

WHEREAS, SEMCAC is a non-profit agency in the business of providing energy efficiency services to low-income residents of Minnesota; and the City, through its municipality and utilities commission, provides energy to its customers.

WHEREAS, SEMCAC performs Weatherization services for low-income customers in the City's service territory; and replaces existing inefficient room air conditioners, refrigerators, and/or clothes washers with new ENERGY STAR® rated appliances, and/or installs microwave ovens and/or ENERGY STAR LED light bulbs where none already exist.

WHEREAS, the City and SEMCAC desire to contract for the performance of certain appliance replacement services in Minnesota by SEMCAC, as specified in Article I set forth below, and upon the terms and conditions of this Agreement (the "Services").

NOW THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLES

I. Scope of Work

A. Introduction

SEMCAC will carry out the work described in Article I.C. Participants in the City's utility Low-Income Program must receive their electric utility service exclusively from the City's Utility and must meet the low-income eligibility as defined in the current Department of Energy State Plan ("State Plan") submitted by the State of Minnesota.

All Services will be in compliance with Federal Regulation 10 CFR 440 and any other applicable local, state and federal laws, rules or regulations. SEMCAC warrants and represents to the City that the Services provided will be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the Services rendered, that the equipment supplied will meet the equipment and other specifications provided herein or by the City, and the Services will be fit for the particular purpose intended by the City, and be free from defects.

SEMCAC will document all Services performed hereunder according to data collection requirements described in Article I.D.

B. Consumer Selection and Participation

1. Qualifying customers:

Qualifying low-income customers must reside in an owner-occupied residence or occupy a rental property and own the appliances.

2. The suggested order of ranking:
 - a. Owner-occupied residence
 - b. Consumers with highest electrical usage
 - c. Senior citizens over the age of 60
 - d. Handicapped consumers
 - e. Families with children under the age of six
 - f. Renters that own the appliances

SEMCAC will use its best efforts to prioritize those homes in the order they appear on the priority list; beginning with the top-ranked home, inasmuch as is feasible and practical in SEMCAC's reasonable judgment.

SEMCAC will also use its best efforts to prioritize by the following rank/order appliances to be replaced within the home when more than one Energy Efficiency Measure (EEM) exists:

- a. LED Light Bulbs (LEDs)
- b. Efficient Furnace Fan Motor
- c. Refrigerator
- d. Microwave oven
- e. Room air conditioners
- f. Clothes washer

C. Energy Efficiency Measures to be implemented

SEMCAC will ensure that the following Energy Efficiency Measures ("EEMs") will be added to the Services performed, where applicable, feasible and allowed by the consumer. The City's utilities will fund the cost of performing or installing these EEMs according to Article II of this Agreement.

- a. *LED Light Bulbs (EEM)* LEDs will be given to eligible participants who 1) receive electric City from the City's Utility and 2) agree to have the LEDs installed in high usage areas (minimum average usage of 3 hours/day). SEMCAC will contact the City's Utility or the City to make arrangements for pick-up or delivery of the ENERGY STAR qualified LEDs to be installed at the consumer's residence before purchasing them

from a local distributor. The existing incandescent lights will be removed and properly recycled. This service will be done with the consumer's knowledge.

b. *Natural Gas Furnace Fan Motor Replacement (EEM)* An electronically commutated motor (ECM) or equivalent will be installed in an existing natural gas furnace for eligible participants who 1) receive electric from the City's Utility, 2) agree to have their old, working furnace blower motor replaced by a qualified contractor. SEMCAC will work with an HVAC contractor to obtain the best price for an ECM or equivalent furnace fan motor to be installed in the consumer's residence. The existing blower motor will be removed by the contractor for the agreed purchase price. This service will be done with the consumer's knowledge.

c. *Refrigerator Replacement (EEM)* A refrigerator will be given to eligible participants who 1) receive electricity from the City's Utility, 2) agree to have their old, working refrigerator removed and properly recycled by a contractor, and 3) agree to have the new refrigerator professionally installed by a contractor. SEMCAC will work with a local contractor to obtain the best price for an ENERGY STAR rated refrigerator to be installed at the consumer's residence. The existing unit will be removed and properly recycled by the contractor for the agreed purchase price. This service will be done with the consumer's knowledge.

d. *Microwave Oven (BEM)* A microwave unit will be given to eligible participants who 1) receive electricity from the City's Utility, 2) have an existing electric cooking stove and 3) do not have an existing microwave unit. SEMCAC will work with a local distributor to obtain the best price for an appropriate sized microwave unit to be placed in the consumer's residence. This service would be done with the consumer's knowledge.

e. *Room Air Conditioner (RAC) Replacement (EEM)* A room air conditioner will be given to eligible participants who 1) receive electric from the City's Utility, 2) agree to have their old, working room air conditioner(s) removed and properly recycled by a contractor, and 3) agree to have the equipment professionally installed by a contractor. SEMCAC will work with a local contractor to obtain the best price for an ENERGY STAR room air conditioner to be installed at the consumer's residence. The existing unit will be removed and properly recycled by the contractor for the agreed purchase price. Up to two working room air conditioners will be replaced per household. This service will be done with the consumer's knowledge.

f. *Clothes Washer Replacement (EEM)* A clothes washer will be given to eligible participants who 1) receive electric from the City's Utility, 2) agree to have their old, working clothes washer removed and properly recycled by a contractor, and 3) agree to have the new clothes washer professionally installed by a contractor. SEMCAC will work with a local distributor to obtain the best price for an ENERGY STAR Most Efficient 2016 qualified or Consortium for Energy Efficiency (CEE) Tier 3 model clothes washer to be placed in the consumer's residence. The existing unit will be removed

and properly recycled by the contractor for the agreed purchase price. This service will be done with the consumer's knowledge.

D. Data Collection

SEMCAC will provide the data necessary to evaluate the annual energy saved, the peak demand reduced, and the cost to obtain those savings and reductions. This will include all receipts/purchase orders of the measures/equipment paid for by SEMCAC and those paid for by the City. SEMCAC will provide survey data of homes with potential appliances to be replaced in the future. SEMCAC will supply reasonable requests for data from the City in a reasonable time.

Existing appliances should be a minimum of ten (10) years old and in working condition to qualify for replacement, and be recycled in compliance with all environmental regulations. SEMCAC will provide replacement appliance age(s) to confirm that old equipment qualifies for replacement. Auditors will have the discretion whether old appliances are to be replaced based on a) visual observation of the particular unit, b) the model number of the appliance, c) use of National Energy Audit Tool (NEAT) software or d) data-logger.

II. Compensation

A. The City's Utilities will fund according to Table A below for the period from March 1, 2023 to December 31, 2023. **SEMCAC will verify funds are available prior to proceeding with the project.**

Table A

City of Lanesboro	Budget
Lanesboro City Office, PO Box 333, 202 Parkway Ave S, Lanesboro, MN 55949	\$6,423

- a. There is a maximum of five (5) EEM measures per customer.
- b. The City's utility cost to be itemized to show administrative charges, equipment cost, recycling/disposal fee, and other costs.
- c. Administration fees to be a \$50 minimum and not to exceed 15% of the City's utility cost for each customer.
- d. SEMCAC to provide a description of Services performed and measures installed.
- e. Funding not to exceed budgeted amount per utility without prior approval by the City and the City's utility.
- f. SEMCAC to administer all transactions including purchase of appliances.

B. Energy Efficiency Measure Requirements

1. LED Light Bulb Requirements:

- a. ENERGY STAR rated LED bulb to be placed in high usage interior areas of owner-occupied residence (minimum average usage of 3 hours/day).
- b. Replace a minimum of four (4) and maximum of ten (10) 60W minimum incandescent light bulbs with LED bulbs of equivalent light output.
- c. Contact the City's utility or the City to make arrangements for pick-up or delivery of LEDs before purchasing LEDs from local distributors.
- d. Maximum \$7 per LED, not to exceed actual purchase price, up to a maximum amount of \$70 per household (maximum 10 LEDs).

LEDs in Air Conditioned Spaces:

Annual Energy Savings = LED Wattage x 938 hours x 0.003053 Annual Bill Reduction =
Annual Energy Savings x \$0.10/kWh

LEDs in Non-Air Conditioned Spaces:

Annual Energy Savings = LED Wattage x 938 hours x 0.00284 Annual Bill Reduction =
Annual Energy Savings x \$0.10/kWh

Savings Example (non-air conditioned space):

Annual Energy Savings = 8.5 Watt LED x 938 hours x 0.00284 = 23 kWh Annual Bill Reduction =
23 kWh x \$0.10/kWh = \$2.30

(Data Source: State of MN — 2015 CIP Technical Reference Manual)

2. Efficient Furnace Fan Motor Requirements:

- a. Replacement of furnace fan motor must be for owner-occupied residences.
- b. Existing natural gas furnace must be no more than ten (10) years old and in working condition; and existing motor must not be an electronically commutated motor (ECM) or equivalent.
- c. New furnace fan motor must be an ECM or equivalent, and HVAC contractor must provide manufacturer documentation showing that the new motor is an ECM or equivalent.
- d. \$500 maximum amount for new efficient furnace fan motor including administrative charges, ECM motor and installation costs, and other costs.

Maximum amount may only be exceeded with written approval by the City and the City's utility.

Energy Savings (with existing Central AC) = 732 kWh Annual Bill Reduction = 732 kWh x \$0.10/kWh = \$73.20

Energy Savings (no existing Central AC) = 644 kWh Annual Bill Reduction = 644 kWh x \$0.10/kWh = \$64.40

(Data Source: State of MN — 2015 CIP Technical Reference Manual)

3. Refrigerator Requirements:

- a. Replacement of refrigerator, for owner-occupied residences, that are at least ten (10) years old and in working condition.
- b. New refrigerator must be ENERGY STAR rated of equal or lesser by their City.
- c. Replaced refrigerators must be recycled in compliance with all environmental regulations.
- d. \$1600 maximum amount for refrigerator replacement including administrative charges, appliance cost, recycling fee, and other costs. Maximum amount may only be exceeded with written approval by the City and the City's utility.

Annual Energy Savings: 130 kWh

Annual Bill Reduction: 130 kWh x \$0.10/kWh = \$13.00

(Data Source: State of MN — 2015 CIP Technical Reference Manual)

4. Microwave Oven Requirements:

- a. Microwave to be given only for owner-occupied residences or renters that own the appliances.
- b. \$125 maximum amount for new microwave including administrative charges, equipment cost and other costs. Maximum amount may only be exceeded with written approval by the City and the City's utility.
- c. Customers must own an existing electric cooking stove and not have an existing microwave unit.

Annual Energy Savings = 357 kWh (510 kWh electric stove @ 70%) - 143 kWh microwave = **214 kWh**

Annual Bill Reduction = 214 kWh x \$0.10/kWh = \$21.40 (Data Source: ESource)

5. Room Air Conditioner (RAC) Requirements:

- a. Replacement room air conditioners must be for owner-occupied residences or renters that own the appliances.
- b. Old room air conditioner must be at least 10 years old and in working condition.
- c. New room air conditioners must be ENERGY STAR rated.
- d. Limit of two working room air conditioners will be replaced per household.
- e. \$500 maximum amount for each room air conditioner replacement including administrative charges, equipment cost, recycling fee and other costs. Maximum amount may only be exceeded with written approval by the City and the City's utility.
- f. Replaced RAC must be recycled in compliance with all environmental regulations.

Annual Energy Savings will be calculated as specified in the State of MN's 2015 CIP Technical Reference Manual using the style, rated cooling by the City, and rated efficiency of the new unit, along with the deemed cooling hours for the respective utility.

Annual Bill Reduction = Annual Energy Savings x \$0.10/kWh

Savings Example:

New 12,000 BTU ENERGY STAR RAC, louvered sides, 13 EER, located in Preston Annual Energy Savings = 92 kWh

Annual Bill Reduction = 92 kWh x \$0.10/kWh = \$9.20

6. Clothes Washer Requirements:

- a. Replacement of clothes washer must be for owner-occupied residences,
- b. Old clothes washer must be at least ten (10) years old and in working condition,
- c. Use Appendix A for referencing serial numbers of major appliance brands to determine ages.
- d. \$1000 maximum amount for a new qualifying clothes washer including administrative charges, appliance cost, recycling/disposal fee and other costs. Maximum amount may only be exceeded with written approval by the City and the City's utility,
- e. New clothes washer must be ENERGY STAR Most Efficient 2016 qualified or a Consortium for Energy Efficiency (CEE) Tier 3 model, Qualifying ENERGY STAR Most Efficient 2016 models can be found at: <https://data.energystar.gov/4:41ky/A4.1tiKe-Specifications/ENERGY-STAR-Most-Efficient-Clothes-Washers/d36s-eh9f>. the list of qualifying CEE Tier 3 models is updated monthly and can be found at: <http://library.ceel.org/conicnilifying-product-lisis-resideniialekAlies-washers>.

Annual Energy Savings will be calculated using the savings algorithms specified in the State of MN's 2016 CIP Technical Reference Manual along with the water heater and clothes dryer fuel type (electric, gas, or unknown) of the respective customer.

Savings Example:

Energy Savings (with gas water heater and electric dryer) = 257 kWh Annual Bill Reduction = 257 kWh x \$0.10/kWh = \$25.70

Annual Water Savings = 1,044 gallons

(Data Source: State of MN — 2016 CIP Technical Reference Manual)

C. Method of Payment

The City's utility will pay SEMCAC based on monthly invoices itemizing materials, labor and supplies used on the Project. Copies of receipts/purchase orders will also be provided to verify the costs of the Services actually completed. Each invoice will itemize any applicable sales and/or use taxes. Invoices receipts/purchase orders and data collection reports will be sent to the the City's utility contact person in Table A.

D. Right to Audit

The City has the right to review, audit and verify any information connected with this Agreement at SEMCAC's regular place of business during normal business hours. The City's utility has the right to conduct on-site inspections to verify Services performed and measures installed.

III. Termination

This Agreement will terminate on December 31, 2023; however, all Parties have the right to terminate this Agreement upon thirty (30) days written notice if SEMCAC's performance is not satisfactory to the City, or if the City and SEMCAC are unable to agree on amendments to the Agreement. Upon notice of termination SEMCAC will not begin work on any additional homes and will confer with the City as to the status of homes currently receiving Services. SEMCAC will bill the City's utility after the in-progress Services have been completed.

I. Indemnification

SEMCAC, for itself and the parties SEMCAC contracts with, agrees to assume all risk of loss and to defend, indemnify and hold the City, its officers, employees and agents harmless against any and all claims, liabilities, damages, losses, costs or expenses of whatever nature or character for all injuries or damage of any type to any person or property, including injuries or damage of third parties or employees of both parties and employees of or the parties SEMCAC contracts with pursuant to this Agreement, occasioned wholly or in part by any act or omission of SEMCAC, and the parties SEMCAC contracts with pursuant to this Agreement or of anyone directly or indirectly employed by any of them or for whose acts any of them may be

liable, resulting from or arising out of the referred Services, or any of the activities of SEMCAC, and the parties SEMCAC contracts with pursuant to this Agreement, whether or not such injuries or damage are occasioned in part by the City, its officers, employees or agents.

I. Insurance

SEMCAC will provide and maintain Public Liability and Property Damage Insurance so as to provide protection and indemnification against any and all such claims or suits in connection with the Services performed pursuant to this Agreement. Upon request, SEMCAC will furnish to the City certificates issued by insurance companies showing policies carried and the coverage limits. Coverage must be in accordance with *Minnesota Statutes* Chapter 466 and to the extent of other statutory law (i.e. Workers' Compensation).

VI. Independent Contractor

SEMCAC agrees that it is an independent contractor and will be at all times solely responsible for itself, as well as its employees, agents, and subcontractors as to workmanship, accidents, injuries, wages, supervision and control. The City will exercise only limited supervision of the Services in order to keep itself informed as to the progress thereof. This Agreement may not be altered in any manner so as to change the relationship of SEMCAC from that of independent contractor or to alter SEMCAC's responsibilities, except as required under Article II.F.

VII. Laws

This Agreement will be governed by the laws of the State of Minnesota and venues will be in Dodge, Fillmore and Steele County, Minnesota. Contractor's obligation to perform under this Agreement will remain in effect during the resolution of disputes.

VIII. Amendments

This Agreement contains the entire understanding between the parties and any amendments / waivers must be in writing and signed by both parties. SEMCAC would like to hold this contract with any/all utilities companies that wish to partner with SEMCAC and amendments can be done per job when needed.

SEMCAC

Doug Grout

, Executive Director

CITY OF LANESBORO;

February 21, 2023

Date

BY: *Jon Pieper*

Jon Pieper, LPU President

Attest: *Michele Peterson*

Michele Peterson, City Administrator/Clerk

APPENDIX A

General Electric Appliances

This information is provided to assist in finding the *manufacturing date* of GE (USA) built appliances. GE makes Hotpoint, GE, and the American RCA.

The date code is in the letters on your serial number.

Example serial number: **LT221102**

11'221102 - 1 = month - , June

LT221102 - 1 = year 1986 or 1998

L A' was built June 1998 or June 1986

Date codes - First letter is the month and the second letter is the year.

A = January **D** = February **F** = March **G** = April **H** = May **L** = June **M** = July **R** = August **S** = Sept.
T = Oct. **V** = Nov. **Z** = Dec.

F = 1991, 2003 **G** = 1980, 1992, 2004 **H** = 1981, 1993, 2005 **L** = 1982, 1994, 2006 **M** =

1983, 1995, 2007 **R** = 1984, 1996, 2008 **S** = 1985, 1997, 2009 **T** = 1986, 1998, 2010 **V** =

1987, 1999, 2011 **Z** = 1988, 2000, 2012 **A** = 1989, 2001, 2013 **D** = 1990 & 2002

Visit <http://www.electrical-forensics.com/MajorAppliances/GeDateCodes.html> for more information.

This information is provided to assist in finding the *manufacturing date* of GE (Canadian - Cameo) built appliance. Cameo makes Hotpoint, GE Moffat and McClary.

The date code is in the letters on your serial number.

Example serial number: **MS731902A**

The first 2 letters show the manufacturing date.

MS731902A shows the month made - July

MS731902A shows the year made - 1997

The above appliance with serial # **MS731902A** was made in July 1997.

H = 1993 and May L = 1994 and June M = 1995 and July R = 1996 and August S = 1997 and Sept. T = 1998 and Oct. V = 1999 and Nov. Z = 2000 and Dec. A = 2001 and January D = 2002 and February F = 2003 and March G = 2004 and April

Frigidaire Appliances

This information is provided to assist in finding the *manufacturing date* of Frigidaire. Frigidaire makes White/Westinghouse, Tappan, Frigidaire, and Kelvinator.

Example #1 serial number:

NF11910958 = NF(manufactured location code and product type code)

NF11910958 = I (made in a year ending in 1, such as 2001 or 2011)

NF11910958 = 19 (made in the 19th week of that year)

If this range looks 10 years old, it was probably made in April of 2001.

Example #2 serial number: LA84501552

LA84501552 = year, this could be 1998 or 2008. If the appliance looks 10 years old it is probably 1998, otherwise it's probably 2008.

LA84501552 -45 = 45th week of either 1998 or 2008

Kitchen Aid Appliances

This information is provided to assist in finding the *manufacturing date* of Kitchen Aid. The serial numbers and letters from your model/serial tag, are required.

KA date codes only:

Serial example - XL1601009

1st # is factory where the product was made.

2nd # is the year (J = 1999, K = 2000, L = 2001, M = 2002, N = 2003, etc.) 3rd & 4th #'s = week produced

XL1601009 = 16th week of 2001 or 2011

Maytag Appliances

This information is provided to assist in finding the *manufacturing date* of your Maytag built appliance. Maytag owns Maytag Jenn-Air, MagicChef.

Example serial number: 15114672UY

15114672UY - UY is the date code. The first letter is the year - U = 1998. The second letter is the month - Y = November. This appliance was made November of 1998.

Visit <http://www.electrical-forensics.com/MajorAppliances/MaytagDateCodes.html> for more information.

Whirlpool Appliances

This information is provided to assist in finding the *manufacturing date* of Whirlpool built appliances.

The date code is in the letter on your model number.

Example model numbers: LRS6233BW1= 1994 or SF367PEYW1.

1992 or LE6685XPW1= 1985 or ET22PKXXWO= 1991 or EV150CXKWO = 1982

K = 1982 or 2001 L = 1983 or 2002 M 19fi4 or 2003 P = 1985 or 2004 R 1986 or

2005 S = 1987 or 2006 T = 1988 or 2007 V = 1989 or 2008 W = 1990 or 2009 X 1991 or

2010 Y = 1992 or 2011 A = 1993 or 2012 B = 1994 or 2013 D = 1995 or 2014 E = 1996

or 2015 F= 1997 or 2016 G= 1998 or 2017 H = 1999 or 2018 J = 2000 or 2019

Electrolux Appliances

This information is provided to assist in finding the *manufacturing date* of Electrolux built appliances

The date code is in the serial number:

1st and 2nd Alpha Character = Where Manufactured

1st Numeric Character = Last Digit of Year Manufactured

2nd and 3rd Numeric Characters = Week of Year Manufactured

Example: LA81503430 is a refrigerator manufactured in the 15th week (April) of 1