Shakopee Public Utilities

SPECIAL COMMISSION MEETING

APRIL 20, 2026

SPU SERVICE CENTER, 255 SARAZIN ST, SHAKOPEE

1. **CALL TO ORDER – 5:30 PM**

2. **ROLL CALL**

3. **APPROVAL OF APRIL 20, 2026 AGENDA**
   MOTION TO APPROVE THE AGENDA

4. **REPORTS – GENERAL**
   4.a Large Industrial (ESA) Electric Service Agreement with Shakopee Capital, LLC (GD)
   MOTION TO APPROVE THE ELECTRIC SERVICE AGREEMENT (ESA) AGREEMENT WITH SHAKOPEE CAPITAL, LLC

   4.b Solid Di-electric Switchgear Bid Award (BC)
   MOTION TO AWARD THE CONTRACT FOR (21) UNITS OF THE EATON ISG SWITCHGEAR TO BORDER STATES FOR THE AMOUNT OF $2,052,832.53 IF THE DEVELOPER APPROVES THE ELECTRIC SERVICE AGREEMENT AND A DEPOSIT IS MADE TO SPU

5. **ITEMS FOR FUTURE AGENDAS**

6. **TENTATIVE DATES FOR UPCOMING MEETINGS**
   - May 4, 2026
   - June 1, 2026
   - June 15, 2026 workshop
   - July 6, 2026
   - August 3, 2026

7. **ADJOURNMENT**

SPU
Shakopee Public Utilities

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Shakopee Public Utilities

PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

DATE: April 16, 2026

TO: Commissioners

FROM: Greg Drent, General Manager GLD

Subject: Large Industrial (ESA) Electric Service Agreement with Shakopee Capital, LLC

I am recommending approval of the proposed Large Industrial Electric Service Agreement between Shakopee Public Utilities (SPU) and Shakopee Capital, LLC for the development of a two-phase, 50-megawatt data center project.

This agreement represents a significant opportunity for SPU to support economic development while maintaining strong protection for our existing customers and utility operations. Key elements of the agreement ensure that the Customer is responsible for the majority of the costs associated with providing service, including infrastructure investments, ongoing operational costs, and compliance with future regulatory requirements. This structure minimizes financial risk to SPU and prevents cost-shifting to other customers.

The agreement also includes important safeguards related to system reliability and performance. Provisions addressing minimum demand, load factor requirements, and curtailment obligations help ensure that the project operates in a manner consistent with prudent utility practices and does not negatively impact system operations.

Additionally, the phased development approach aligns infrastructure investments with project growth, while the prepayment and performance assurance requirements provide financial security throughout the term of the agreement.

Overall, this agreement is consistent with SPU's strategic objectives, supports long-term load growth, and maintains fairness and reliability across our system.

For these reasons, I recommend that the Commission approve the Large Industrial Electric Service Agreement with Shakopee Capital, LLC.

Attached is the ESA for your review

Action: Approve ESA agreement with Shakopee Capital, LLC.

LARGE INDUSTRIAL ELECTRIC SERVICE AGREEMENT BETWEEN SHAKOPEE PUBLIC UTILITIES AND SHAKOPEE CAPITAL, LLC

This Large Industrial Electric Service Agreement (“Agreement”) is made and entered into the ____ day of April, 2026, by and between the Shakopee Public Utilities Commission d/b/a Shakopee Public Utilities (“SPU”), a municipal utility under the laws of the State of Minnesota, and Shakopee Capital, LLC, a limited liability company duly organized and existing under the laws of Minnesota (the “Customer”), individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, the Customer is developing a data center located at 5201 Dean Lakes Boulevard, Shakopee (the “Project”) in two phases of 25 megawatts each, as further described herein;

WHEREAS the Customer has requested that SPU arrange three-phase electric service with capacity sufficient to serve the Project’s total capacity of up to 50 megawatts when completed

WHEREAS SPU has confirmed capacity for the Project in a Letter of Intent executed by the Customer and delivered to SPU as of March 16, 2026 (the “Letter of Intent”), subject to the terms of this Agreement;; and

WHEREAS, the Parties wish to set forth the terms and conditions under which SPU will provide electric service to the Project, (an Electric Services Agreement, as defined in the Letter of Intent) which, by its terms, supersedes and replaces the Letter of Intent.

NOW THEREFORE, in consideration of the commitments herein and for other good and valuable consideration, the sufficiency of which is acknowledged, SPU and the Customer agree as follows:

1. INTENT AND INTERPRETATION

The Parties acknowledge and agree that Customer's anticipated load is significant as compared to SPU's current electrical system load. The Parties acknowledge and agree that the Customer shall be responsible for all components of costs attributable to providing or arranging electric service to Customer, except as specifically provided in this Agreement. The Parties acknowledge and agree that SPU's service to Customer shall not prejudice SPU's service to its remaining customers. The Parties acknowledge and agree that SPU’s electric service to the Customer shall not interfere with the operation of SPU’s system, reduce the quality of electric service provided to SPU’s other customers, or create a negative financial impact on SPU’s other customers.

2. DEFINITIONS

The Act has the meaning provided in Section 15.3.

Affiliate means any person or entity that directly or indirectly controls, is under the control of, or is under common control with, the named entity by the power to direct or cause the direction of the management of the policies of named entity, whether through ownership interest, by contract or otherwise.

Business Days means Monday through Friday, excluding federal holidays.

Calendar Days means consecutive, daily counting on a calendar, for a full 24-hour period, starting at midnight and ending at the following midnight; and includes all 365/366 days in a year, as applicable.

Contract Year shall mean the twelve-month period beginning on January 1 and ending on December 31 of each year of the Term.

Defaulting Party has the meaning provided in Section 14.6.

Delivery Points means the points of delivery under this Agreement for SPU's retail service is specified in Section 6.1.

Disconnect means SPU's stopping the supply of power to the Delivery Points as permitted in this Agreement. For the avoidance of doubt, disconnect does not refer to termination of the Agreement, and the Customer may be eligible for reconnection of power upon satisfying the requirements in Section 7.6.

Due Date has the meaning provided in Section 7.3.

Early Termination Date has the meaning provided in Section 14.6.

Effective Date has the meaning provided in Section 3.

Eligibility Conditions has the meaning provided in Section 8.13.

Event of Default has the meaning provided in Section 14.1.

Force Majeure means an event or circumstance (i) that prevents one Party from performing its obligations under this Agreement (the "Claiming Party"); (ii) that is not within the reasonable control of or the result of the negligence of the Claiming Party; (iii) that was not anticipated as of the effective date of the Agreement; and (iv) that the Claiming Party, by the exercise of due diligence, is unable to overcome, to avoid, or cause to be avoided.

Infrastructure Costs has the meaning provided in Section 8.5.

Infrastructure Modifications mean changes to infrastructure determined by SPU to be required to serve the Project at the Delivery Points, including without limitation: (a) construction of several multi-circuit duct banks from SPU substations to the Project, including from Dean Lake Substation in Phase One, Pike Lake Substation and duct bank, and East Shakopee Substation duct bank in Phase Two; (b) construction of a second substation line up in Pike Lake Substation including a transformer and switch house to the Project for backup; and (c) any other equipment required to provide service to the Project. A depiction of the facilities noted above is included as Exhibit C.

Letter of Intent has the meaning provided in the recitals.

Load Factor shall mean: [billing period kWh / (number of days of billing period x 24 hours per day x peak demand)] x 100% = % load factor. SPU shall calculate the Load Factor over the course of a calendar year. The Load Factor calculation excludes any interruption due to, caused by, or within the control of MISO, when Customer is either directed to shed load or electric service is interrupted by direction of MISO.

Measurement Period has the meaning provided in Section 8.13.

Metropolitan Council means the regional government agency established in Minnesota Statutes, Section 473.123.

Minimum Demand has the meaning provided in Section 5.3.

MISO shall mean the Midcontinent Independent System Operator, Inc., or any successor thereto.

Non-Defaulting Party has the meaning provided in Section 14.6

Obligations has the meaning provided in Section 5.4.

Off-Site Costs has the meaning provided in Section 8.5(b).

On-Site Costs has the meaning provided in Section 8.5(a).

Party shall mean either the Customer or SPU as a party to this Agreement.

Performance Assurance means a pledge from the Customer to SPU as security for Customer's Obligations under this Agreement, including without limitation, cash deposit, a letter of credit, or other security and/or collateral acceptable to SPU in its sole discretion.

Phase One of the Project means up to 25 megawatts of capacity expected to be operational in the fourth quarter of 2026.

Phase Two of the Project means up to an additional 25 megawatts of capacity expected to be operational in the third or fourth quarter of 2027.

Rebate Payment has the meaning provided in Section 8.13.

Requirements for 15 KV Class Primary Voltage Service Policy has the meaning provided in Section 8.4.

Tariff has the meaning provided in Section 5.14

Term has the meaning provided in Section 4.1

Termination Payment has the meaning provided in Section 14.6

Water Policy Manual means the policy approved by the SPU Commission concerning water service as may be revised.

Wholesale Provider means the Minnesota Municipal Power Agency.

3. CONDITION PRECEDENT.

The following requirement is a condition precedent to the effectiveness of performance by SPU under this Agreement: Delivery of the first scheduled payment of estimated Infrastructure Costs on or before April 29, 2026, as provided in Section 8.8.

Until this condition precedent has occurred, this Agreement shall not become effective and neither Party shall have any rights or obligations by reason of this Agreement, regardless of whether or not it has been executed. The "Effective Date" of this Agreement shall commence upon the Customer making the first scheduled payment, as provided in Section 8.8.

4. TERM OF AGREEMENT

4.1. **Term**. The initial term of this Agreement (the "Initial Term") shall commence upon the Effective Date and shall continue for a period of twelve (12) years from the date Customer delivers notice of operational capacity for Phase One to SPU. Thereafter, the Agreement will automatically be extended for separate additional terms of five (5) years each (each an "Additional Term" and collectively the "Additional Terms"). The Initial Term and all exercised Additional Terms are collectively referred to herein as the "Term." Notwithstanding the foregoing, the Customer may elect to terminate this Agreement effective at the end of the Initial Term by delivering written notice of such election to SPU at least eighteen (18) months before the last day of the Initial Term. Further, Customer may elect to terminate this Agreement effective at the end of any Additional Term by delivering written notice of such election to SPU at least twelve (12) months before the last day of the Additional Term in effect.

4.2. **Letter of Intent**. The Parties acknowledge and agree that this Agreement supersedes and replaces in its entirety the Letter of Intent. SPU has received the Reservation Payment (as defined in the Letter of Intent) and, provided the conditions precedent to this Agreement are satisfied, SPU will apply the Reservation Payment to SPU's pre-design and planning efforts for the Infrastructure Modifications.

5. ELECTRIC SERVICE CONDITIONS AND RATE COMPONENTS.

5.1. **Service.** Service shall be provided at three-phase, 60 hertz, alternating current at a voltage of 13,800GRDY/7,967 volts primary.

5.2. **Capacity.** The Customer acknowledges and agrees that capacity for the Project shall not exceed 25 megawatts for Phase One and an additional 25 megawatts for Phase Two. Any request for additional capacity or services may require a system impact study through Xcel Energy or MISO, as applicable. Capacity is also subject to Section 5.10.

5.3. **Minimum Demand Charge.** The Customer agrees to pay in each monthly billing period a monthly minimum demand charge (the "Minimum Demand") in an amount equal to 80% of the Project's 25 MW for Phase One and 50 MW for Phase Two (i.e. 20,000 kW for Phase One and 40,000 kW for Phase Two) all according to the Tariff. The Minimum Demand is due regardless of actual usage. If the Project's actual usage is higher than the Minimum Demand, the actual usage will be billed to and payable by Customer as provided in Section 7.1.

5.4. **Other Obligations.** In addition to the Minimum Demand, the Customer shall be responsible for monthly electric service under the Tariff and all other costs, fees, and expenses as set forth herein or that may be adopted by SPU, and any other charges or penalties related to providing service or costs that arise due to Customer's use of electric service at the Project. All amounts due by Customer to SPU in accordance with this Agreement, including without limitation SPU's service regulations, shall be referred to as the "Obligations."

5.5. **Late Fee.** In addition to all other remedies provided herein, the failure to timely pay the Obligations will result in a late fee equal to 5% of the unpaid amount due hereunder. The late fee of 5% is automatically due and owing upon the failure of Customer to timely make any payment required under this Agreement and SPU shall not be obligated to deliver a billing statement for the late fee. In the event SPU delivers a billing statement to customer that does not include an otherwise accrued late fee, such delivery shall not constitute a waiver of SPU's right to collect such late fee from Customer.

5.6. **Performance Assurance.** If the Customer fails to make a timely payment under this Agreement twice in a Contract Year, then upon the second occurrence of an untimely payment (even if remedied during any applicable cure period), the Customer must provide, within twenty (20) Business Days of SPU's written request, a letter of credit or other Performance Assurance in an amount equal to one-and-one-half times the then applicable monthly prepayment amount due under Section 7.2 at the time of SPU's written request.

5.7. Maximum Permitted Load. SPU shall have no obligation to upgrade its facilities for any electric load above the design load level detailed in this Agreement in Section 5.2.

5.8. Planned Outages and Operations Updates. The Customer will provide SPU with information related to its energy consumption, including any planned outages for operations and any ramping up or ramping down of operations, in writing, at least seven (7) days in advance of such changes in energy consumption.

5.9. Customer's Failure to Take. If the Customer fails to take all or a portion of the power or energy provided under this Agreement, then Customer shall nonetheless remain obligated to pay the Minimum Demand. For the avoidance of doubt, the Customer shall be responsible for any additional costs required by its failure to take all or a portion of the power and energy provided under this Agreement.

5.10. Minimum Load Factor. Starting five years from the Effective Date, SPU will determine the Load Factor of the Project after each Contract Year. If the Customer's Load Factor falls below 50% of the 40 MW Project load level for a Contract Year, the Customer has one year to correct minimum load factor and if the correction is not made the two parties will meet and discuss the Customer's two options: Option 1, The Customer shall pay for the minimum Load Factor for the subsequent Contract Year and retain the full capacity. Option 2, The Customer shall forfeit any rights to capacity that it failed to use under this Agreement. SPU ADDING EXAMPLES FOR ILLUSTRATION

5.11. Resale Prohibited. As a retail end user under Minnesota law, the Customer is prohibited from reselling any power or energy under this Agreement.

5.12. Conservation Improvement Plan. Under Minnesota law, a conservation improvement plan fee of 1.5% of all electric utility charges (CIP) is required for loads less than 20 MW. SPU will bill and collect this fee until the Customer provides SPU written notice that the Customer's load has reached at least 20 MW and that Customer has received approval from state authorities to opt-out of the CIP program. SPU shall reasonably cooperate with and assist Customer to seek approval from state authorities to opt-out of said program. Until the Department of Commerce approves the Customer's exemption, the CIP applies.

5.13. All Requirements. During the Term of this Agreement the Customer agrees not to purchase electric power or energy within SPU's electric service territory from any person or party other than SPU, and in consideration of the undertakings by SPU to arrange service to the Customer, not to construct generation to serve the Project or the Customer that operates in parallel with SPU's system without SPU's consent. For the avoidance of doubt, the Customer may arrange back-up generation that does not operate in parallel with SPU's system for a portion of Customer's load.

5.14. Tariff. SPU has engaged a third party to conduct an electric rate study to determine the appropriate components and amounts for the large industrial service tariff (the "Tariff") that will apply to the Project. SPU anticipates the Tariff will encompass all of

SPU's costs to serve the Project, including, but not limited to, wholesale power supply, demand, energy, transmission, renewable energy requirements, MISO costs and applicable services, such as scheduling and ancillary services, conservation improvement requirements, power cost adjustments, fuel cost adjustments, facilities costs, operation and maintenance, insurance, depreciation, allocable general and administrative, professional services, and financing expenses. The Customer shall be responsible for all taxes and fees, including any franchise fees, from the Delivery Points. The Tariff will be subject to modifications and adjustments, from time to time, at SPU's discretion. In addition to the terms and conditions contained in this Agreement, service to the Customer shall also be subject to the terms and conditions contained in SPU's applicable policies and electric service regulations promulgated by SPU's Commission as a local unit of government.

5.15. Future Governmental Impositions. If any governmental authority during the Term of this Agreement imposes any tax, charge, or assessment on SPU, which increases SPU's cost of serving the Customer, SPU shall be entitled to recover those increased costs from the Customer.

5.16. Governmental Mandates or Requirements. If the State of Minnesota or the United States of America or any agency of these governments imposes any renewable generation requirement, conservation improvement mandate, environmental tax or assessment, transmission requirement, and/or any other requirement, tax, or assessment on SPU or the Customer that increases SPU's costs of providing service under this Agreement, SPU shall be entitled to pass such cost through to the Customer. Without limiting the generality of this Section, costs relating to compliance with renewable energy objectives under law such as Minnesota Statutes, Section 216B.1691, as may be amended, shall be Customer's responsibility.

5.17. Character and Continuity of Service. Service to the Customer will be scheduled or dispatched in accordance with prudent utility practice, subject however, to transmission system requirements, MISO rules, regulations, curtailments and availability, and Section 5.18.

5.18. Emergency Interruptions; Curtailment. If there is a constraint on the distribution or transmission system requiring SPU to curtail service to the Customer, then upon being notified by MISO, or SPU determining a system emergency, the Customer will promptly comply with such curtailment within fifteen (15) minutes for no more than four (4) hours of duration. It is the express intention of this provision that any curtailment order issued to SPU shall fall equitably on all similar end use loads within the affected control area and the load served by SPU. If the Customer fails to comply, SPU shall be entitled to limit delivery to the Customer to effectuate the curtailment requirements during the period in which any shortage exists. SPU shall not incur any liability to the Customer with any such action so taken by SPU. SPU may temporarily interrupt, increase, or reduce deliveries of electric energy to the Customer if such action is necessary in case of emergencies, in SPU's reasonable discretion.

5.19. Planned Interruptions. After seven (7) days written notice to the Customer, SPU or its agent will coordinate any planned interruption or reduced deliveries of electric energy to the Customer to install equipment in or make repairs to or replacements, investigations, and inspections of or to perform other maintenance work on the generation or transmission facilities and apparatuses. In the event of any temporary interruption, increase, or reduction of deliveries of electric energy due to such planned interruptions, the Customer shall not be responsible, or required to pay, for any period of temporary interruption, increase, or reduction.

5.20. Force Majeure. To the extent a Claiming Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and the Claiming Party gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement, other than the obligation to make payments due or becoming due with respect to performance before the Force Majeure. The Claiming Party shall remedy the Force Majeure with all reasonable dispatch.

5.21. Force Majeure Exceptions. Force Majeure shall not be based upon: (1) a decrease in Customer's expected load; (2) the Customer's inability to economically use or receive the power or energy provided; or (3) SPU's ability to resell the power or energy at a price greater than the pricing set forth in the Agreement.

5.22. Wholesale Provider Coordination. SPU is a member of the Wholesale Provider, which also serves as SPU's wholesale power supplier. SPU has coordinated with the Wholesale Provider about the Project and Wholesale Provider plans (a) to purchase capacity in real-time pricing through the MISO day ahead market to serve the Project and (b) to purchase renewable energy credits to fulfill state mandates related to the Project.

6. DELIVERY AND EQUIPMENT.

6.1. Delivery Points and Metering. The Customer shall have metered Delivery Points as further described in Exhibit B.

6.2. Equipment Ownership. The Customer shall install, own, operate, and maintain, at its sole expense, all facilities necessary to interconnect with SPU's distribution system.

7. OPERATIONAL BILLING AND PAYMENT.

7.1. Prepayment Requirement. Customer must pay SPU an initial prepayment before SPU is obligated to provide any service to Customer. SPU will provide the initial prepayment amount by written notice to Customer at least ten (10) days before the Due Date (as later defined herein). Thereafter, Customer shall make monthly prepayments on an ongoing basis during the Term of the Agreement. The amount of the monthly prepayment may vary depending upon actual usage, as described in Section 7.2. SPU shall establish the amount of the prepayment each month, consistent with an average of forty-five (45) days of usage, based upon (a) the estimated bill amount at 80% of demand and energy of 25 MW in Phase One; and (b) the estimated bill amount at 80% of demand

and energy of 50 MW in Phase Two. SPU will adjust the usage calculation annually in January of each Contract Year.

7.2. <u>Billing Statement.</u> Unless SPU determines, in its sole discretion, to issue billing statements more frequently, SPU will send a billing statement to the Customer on or about the second day of each month. The billing statements may be delivered by email or other electronic transmission. Consistent with the Tariff, each billing statement will include the prior month's actual meter readings, and the application of the prepayment to true-up actual usage. If the prepayment for a month exceeds the actual amount owing under this Agreement and the terms of the Tariff, SPU will credit the Customer's account and adjust the amount of the prepayment due in the applicable billing statement. If the prepayment for a month is less than the actual amount owing under this Agreement and the terms of the Tariff, then the billing statement will state any additional amount due from the Customer.

7.3. <u>Payments.</u> The Customer's payments are due in same day funds five (5) Business Days following issuance of a billing statement (the "Due Date"). Same day funds means funds that are available for SPU's use on the same day as the Due Date. Bills not paid in same day funds on or before such Due Date as printed on the billing statement are past due or delinquent and shall bear a late fee provided in Section 5.5.

7.4. <u>Delinquent Amounts; Disconnect.</u> The Customer's bills become delinquent if not paid on or before the Due Date and SPU may Disconnect service for delinquency upon five (5) Business Days written notice delivered to the Customer by email or other electronic transmission.

7.5. <u>Amounts Owing.</u> SPU's Disconnect of service for any cause shall not release the Customer from any obligation to make payments for any Obligation under this Agreement. Any delinquent amounts will be subject to collection procedures. SPU may employ any and all reasonable methods for collecting unpaid amounts, including assignment to collection agencies, or legal actions against the Customer. If SPU believes the Customer is insolvent, is in financial difficulty or considering bankruptcy, SPU may take appropriate action to secure payment of previous and present Obligations. Such action may include obtaining Performance Assurance, an adequate security deposit, collecting payment on a more frequent basis, or other such actions as may be deemed necessary and reasonable under the circumstances.

7.6. <u>Reconnection Request.</u> Before SPU considers any request by the Customer for reconnection of service, all amounts past due under this Agreement must be paid in full. Before reconnecting service, SPU may require a reconnect charge, deposit, assessment, security, Performance Assurance or other appropriate conditions which provide adequate assurance of future performance in SPU's discretion.

7.7. <u>Billing Disputes.</u> In the event of any dispute as to any portion of any billing statement, the Customer shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to SPU not later than the date such payment is due. Such notice shall identify the amount in dispute and set forth a summary of the grounds on which such dispute is based. SPU shall consider such dispute and shall advise the Customer of SPU's position within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, adjudication, or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be properly reflected in the billing statement next submitted to the Customer after such determination.

7.8. Unconditional Payment Obligation. The Customer shall pay its billing statement whether or not service is suspended, interrupted, interfered with, reduced, curtailed, or terminated in whole or in part.

8. INFRASTRUCTURE COSTS AND CONSTRUCTION.

8.1. Infrastructure Modification Plans. SPU, in its discretion, will determine the necessary Infrastructure Modifications, including without limitation the facilities and work necessary to provide electric service to the Project. The Infrastructure Modifications must follow SPU's requirements, including without limitation, requirements for design, competitive bidding, procurement, construction, and technical requirements.

8.2. Infrastructure Ownership. SPU will solely own and operate the Infrastructure Modifications upon completion. The Infrastructure Modifications, and services provided in connection therewith, may include components that are used to serve users other than the Customer and/or the Project.

8.3. Cooperation. The Customer shall fully cooperate with SPU in planning and implementing the Infrastructure Modifications by, among other things, providing detailed specifications and information needed to plan the Infrastructure Modifications and determine the costs of completion thereof.

8.4. Customer Facilities. The Customer shall be responsible, at its own cost, for enabling the Project to receive electric service at the Delivery Points, including without limitation, providing primary metered service and all downstream equipment according to SPU's "Requirements for 15 KV Class Primary Voltage Service Policy," as may be revised, and other standard terms, conditions, and policies for providing primary metered electric service.

8.5. Infrastructure Costs. The actual costs to complete the Infrastructure Modifications (the "Infrastructure Costs") shall include without limitation: the actual fees, costs, charges, expenses, etc. associated with, necessary for, and incurred for design, engineering, planning, purchasing equipment, facilities, and materials, labor, professional services, restoration, easement rights, acquisition, installation, and construction of the Infrastructure Modifications. For the avoidance of doubt, the Infrastructure Costs do not include the construction costs of the East Shakopee Substation itself, but they do include feeder line(s) or other equipment from this substation to the Customer's Point(s) of Delivery.

(a) Infrastructure Costs for Infrastructure Modifications at or immediately connected to the Project shall be known as "On-Site Costs."

(b) Infrastructure Costs for Infrastructure Modifications not located at nor immediately connected to the Project shall be known as "Off-Site Costs."

8.6. <u>Customer Responsibility</u>. The Customer shall pay SPU 75% of the Infrastructure Costs as an agreed-upon capital contribution in aid of construction as set forth herein.

8.7. <u>SPU Estimate.</u> SPU has estimated the Customer's responsibility of the Infrastructure Costs under Section 8.6 as further detailed in Exhibit A. The Customer has approved SPU's initial estimate in Exhibit A. The Customer acknowledges and agrees that: (i) the estimated Infrastructure Costs are purely estimates and do not reflect the real, actual, payable costs to be incurred for the Infrastructure Modifications; (ii) the estimated costs in Exhibit A are subject to change over time; and (iii) the Customer is responsible for the actual cost of Infrastructure Costs, subject to a true-up process described in Section 8.10.

8.8. <u>Payment for Infrastructure Costs.</u> The Customer shall arrange for payment of funds to SPU equal to the Infrastructure Costs set forth in the payment schedule set forth in this section. The first payment is due April 29, 2026. The detailed description is set forth in Exhibit A. The Customer shall make payments to SPU in same-day funds for Infrastructure Costs according to the following payment schedule:

Due Date	**Amount**
April 29, 2026	$5,150,000.00
August 3, 2026	$5,050,000.00
April 1, 2027	$3,175,000.00
August 2, 2027	$3,175,000.00
March 1,2028	$3,325,000.00
Total Infrastructure Costs	$19,875,000.00

8.9. <u>Funds for Infrastructure Costs</u>. Payments received by SPU will initially be recorded to the applicable Customer work orders for Project tracking purposes and subsequently reclassified to an advancement account for financial reporting. Amounts will be trued up as provided in Section 8.10. Delinquent payments are subject to the late fees and service Disconnect under Sections 5.5 and 7.3. SPU will draw down any funds in the separate account in its sole discretion to advance Infrastructure Modifications and to arrange utility service to the Project. SPU will not order materials or incur any expense for Infrastructure Costs or the Project until Customer has made the required timely payment under the payment schedule in Section 8.8.

8.10. <u>True-Up Process.</u> During the planning and construction period of the Infrastructure Modifications, SPU shall compare, on an annual basis, the actual Infrastructure Costs incurred as compared to estimated Infrastructure Costs in Exhibit A.

If the projected Infrastructure Costs do not substantially correspond with actual costs, or if at any time during the Contract Year there are or are expected to be extraordinary costs substantially affecting costs, SPU shall notify the Customer of any billing adjustments as may be applicable to the remainder of such Contract Year. If the actual Infrastructure Costs are lower than the estimated costs, SPU shall notify the Customer and apply any remaining overage as a credit to the next installment of Infrastructure Costs, unless mutually agreed by the Parties to proceed otherwise. If necessary, SPU shall provide revised estimates to the Customer of Infrastructure Costs, substantial changes in construction schedules, plans, or specifications. Upon completion of the Infrastructure Modifications, SPU shall complete a final true-up as to actual costs and amounts due from or to the Customer.

8.11. Access; Easements. The Customer shall allow SPU access reasonably necessary to install, construct, operate, maintain, upgrade, and replace facilities used to provide service to the Project. The Parties acknowledge and agree that SPU shall require easements on, over, or under the property of the Project for these purposes and the Parties shall cooperate, including preparation and signature of easements (without additional cost to SPU) and documents reasonably necessary for these purposes, each Party bearing its own expenses.

8.12. Project Termination. If the Customer does not proceed with the Project, SPU is not obligated to return any of the dollars that SPU has already spent or encumbered as Infrastructure Costs for the Project. The Customer will be responsible for windup and/or decommissioning costs. SPU will provide a final accounting of the Infrastructure Costs.

8.13. Off-Site Cost Rebate Payments.

(a) The Customer may earn up to five (5) "Rebate Payments," which payments shall each be in the amount of 5% of the Off-Site Costs, with the total value of all Rebate Payments capped at twenty-five percent (25%) of the Off-Site Costs.

(b) Eligibility for Rebate Payments will be individually measured in accordance with the following measurement schedule:

Rebate Payment No.	Measurement Period
No. 1	Calendar year 2028
No. 2	Calendar year 2029
No. 3	Calendar year 2030
No. 4	Calendar year 2031
No. 5	Calendar year 2032

(c) The Customer may earn the right to a Rebate Payment from SPU if the Customer satisfies the following "Eligibility Conditions" during the applicable Measurement Period identified above:

i. Compliance Metrics. The Customer must be in compliance with all terms, conditions, and agreements with SPU, including without limitation, maintaining timely payment for services and all other terms of this Agreement for the duration of the applicable Measurement Period.

ii. Usage Metrics. The Customer must fulfill the following usage benchmarks during the applicable Measurement Period:

Rebate Payment No.	Measurement Period	Usage Benchmark Condition
No. 1	Calendar year 2028	Minimum Load of 40 MW in 2028 with an 80% Load Factor
No. 2	Calendar year 2029	Minimum Load of 40 MW in 2029 with an 80% Load Factor
No. 3	Calendar year 2030	Minimum Load of 40 MW in 2030 with an 80% Load Factor
No. 4	Calendar year 2031	Minimum Load of 40 MW in 2031 with an 80% Load Factor
No. 5	Calendar year 2032	Minimum Load of 40 MW in 2032 with an 80% Load Factor

(d) SPU shall determine whether the Customer has earned a Rebate Payment by evaluating whether the Customer satisfied the applicable Eligibility Conditions during the applicable Measurement Period. Such evaluation shall be done on an annual basis and completed on or before 30 days after the end of the applicable Measurement Period. If the Customer fails to satisfy all of the applicable Eligibility Conditions during the applicable Measurement Period, then the Customer forfeits and is not entitled to the applicable Rebate Payment for that Measurement Period, irrespective of future performance.

(e) In the event and to the extent SPU determines that the Customer has satisfied all of the applicable Eligibility Conditions for the applicable Measurement Period, and the Customer has earned the applicable Rebate Payment, then SPU will make the applicable Rebate Payment to the Customer on or before sixty (60) days after the end of the applicable Measurement Period.

8.14. SPU Policies/Requirements. All expenditures made by SPU on behalf of the Customer or the Project must comply with SPU's policies and applicable requirements, including without limitation municipal competitive bidding, procurement, and the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

9. CERTAIN OBLIGATIONS OF THE CUSTOMER.

9.1. Local Approvals. The Project is subject to all typical and customary local approvals, including, but not limited to: comprehensive plan, zoning, subdivision, noise, environmental, historic preservation approval process, traffic management plans, inspections, site plan and design reviews, conditional use permits, variances, and other applicable zoning and land use approvals. The Customer shall use reasonable best efforts to obtain all required Project approvals.

9.2. **Customer Facilities Responsibility.** The Customer shall maintain, repair, and replace its facilities in good condition and repair at all times under this Agreement. The Customer shall comply with all applicable permits, state, federal, and local laws and requirements. The Customer shall give SPU access at all reasonable times to allow SPU to inspect the Customer's facilities and interconnection with SPU's system to confirm compliance with the requirements of this Section.

9.3. **Water Usage Limitations.** The Customer and Project are expressly prohibited from using ongoing water services for any cooling or other non-domestic purposes related to the Project. The Project must contain a closed loop cooling system that may include an initial fill. SPU shall provide the Project with domestic water services, pursuant to a separate agreement, at the capacity assessed by the Metropolitan Council through its sewer availability charge determination and in accordance with SPU's standard terms, conditions, and/or policies, including without limitation SPU's Water Policy Manual. The Customer shall reasonably cooperate with SPU to assure compliance with this Section.

9.4. **Compliance with Applicable Laws.** The Customer must comply with all applicable laws, including without limitation, SPU utility service requirements, MISO requirements, and federal, state, and local laws (including, without limitation, City zoning, permit, and noise requirements).

9.5. **Transmission Study.** The Parties acknowledge and agree that transmission or system impact studies are not required for SPU to serve the Project load up to 25 MW for Phase One and up to an additional 25 MW for Phase Two. A transmission or system impact study may be required for a redundant loop feed distribution system; if required, the study shall be paid for by the Customer.

10. **[Intentionally Omitted.]**

11. **REPRESENTATIONS AND WARRANTIES BY CUSTOMER.** The Customer represents and warrants as of the Effective Date that:

11.1. It is a limited liability company duly organized, validly existing and in good standing under the laws of Minnesota and has all requisite power and authority (corporate and otherwise) and has made all registrations and filings (if any) required under the laws of the State of Minnesota to own its property and to carry on its business as now conducted and as intended to be conducted under this Agreement, and to enter into and carry out the terms of this Agreement.

11.2. The execution and delivery of this Agreement by the Customer and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary board, shareholder, or other company action on behalf of the Customer, and the Customer is not subject to any charter, bylaw, lien or encumbrance, agreement, instrument, order or decree of any court or governmental body (other than any required governmental approval) which would prevent the consummation of the transactions contemplated by this Agreement.

11.3. The execution, delivery, and performance of this Agreement by the Customer do not and will not violate any material statute, ordinance, or governmental rule or regulation applicable to the Customer, or result in a breach or constitute a default under any indenture or agreement to which it is a party or by which it or its property may be bound.

11.4. This Agreement has been duly executed and delivered by the Customer, and this Agreement and such instruments executed as the result thereof shall, constitute legal, valid, and binding obligations of the Customer enforceable in accordance with their terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect relating to the rights and remedies of creditors, as well as to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

11.5. No further consent, approval, permit, license, or authorization of any governmental body is required in connection with the execution, delivery and performance of this Agreement by the Customer.

11.6. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of the Customer, threatened against or affecting the Customer as to the execution, delivery, validity, performance, or enforceability of this Agreement.

11.7. No event has occurred and is continuing which would constitute, or upon the passage of time or the giving of notice or both could constitute, directly or indirectly, a default as to the Customer under this Agreement.

11.8. Neither the Customer nor any Affiliate of the Customer has taken any action which would give rise to a valid claim against SPU for a brokerage commission, finder's fee, or other like payment.

11.9. The Customer is and will continue to be solvent throughout the Term of this Agreement, including without limitation:

- **(a)** the Customer's entry into this Agreement will not cause the Customer to be insolvent;
- **(b)** the Customer is not insolvent as defined in the Bankruptcy Code, 11 U.S.C. §101, et seq.;
- **(c)** the Customer does not contemplate filing a petition in bankruptcy or for an arrangement or reorganization, nor are there any threatened or actual bankruptcy or insolvency proceedings against the Customer;
- **(d)** the Customer is and at all times during the Term of this Agreement will be able

to pay its debts as they mature and become due and payable; and

(e) the reasonable salable value of each of the Customer's assets exceeds the aggregate amount of the Customer's debts and liabilities, whether actual or contingent.

11.10. The Customer is a sufficiently capitalized operating entity capable of independently performing its obligations under this Agreement and paying its debts in the ordinary course of business, including without limitation:

(a) the Customer shall not maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain, or identify its individual assets from those of any Affiliate; and

(b) the Customer is financially independent of any Affiliate and financially able to perform its obligations under this Agreement through its own business operations.

11.11. To the best of the Customer's knowledge, neither the statements or representations made in this Agreement, nor any financial statement of the Customer, nor any statement, list, certificate, or other information furnished or to be furnished on behalf of the Customer to SPU in connection with this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not materially misleading.

12. <u>REPRESENTATIONS AND WARRANTIES BY SPU</u>. SPU represents and warrants as of the Effective Date that:

12.1. SPU is a municipal utilities commission duly established and existing under the laws of the State of Minnesota. SPU has the power and authority under the law to own its property and to carry on its business as now conducted and to enter into and to carry out the terms of this Agreement.

12.2. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary approval on behalf of SPU, and SPU is not subject to any constitutional provision, statute, bylaw, lien or encumbrance of any kind, or any agreement, instrument, order or decree of any court or governmental body (other than any required governmental approval) which would prevent consummation of the transactions contemplated by this Agreement.

12.3. The execution, delivery, and performance of this Agreement by SPU does not or will not violate any material constitutional provision, statute, charter, ordinance, or governmental rule or regulation applicable to SPU, or result in a breach or constitute a default under any indenture or agreement to which SPU is a party or by which its properties may be bound.

12.4. This Agreement has been duly executed and delivered by SPU, and this Agreement does constitute legal, valid, and binding obligations of SPU enforceable in accordance with their terms, subject, however, to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws from time to time in effect relating to the rights and remedies of creditors, as well as to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

12.5. No further consent, approval, permit, license, or authorization of any governmental body or the voting public is required in connection with the execution, delivery, and performance of this Agreement by SPU.

12.6. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of SPU, threatened against or affecting SPU contesting or affecting as to SPU the execution, delivery, validity, or enforceability of this Agreement.

12.7. No event has occurred and is continuing which would constitute, or upon the passage of time or the giving of notice or both could constitute, directly or indirectly, a default as to SPU under this Agreement.

13. DISCONNECT OF SERVICE.

13.1. SPU may refuse to connect, or may Disconnect service for good cause, including, but not limited to, violation of any of its service regulations, failure to provide the Performance Assurance when requested, failure to pay utility charges when due, theft or illegal diversion of the electricity, or upon receipt of written instructions from the proper authorities of the violation of municipal, state, or national electric codes.

13.2. Upon unauthorized use of electricity by the Customer during periods of ordered interruption, SPU, in its sole discretion, may, or its agent may, immediately Disconnect service.

13.3. If SPU, in its sole discretion, determines a safety issue or system emergency, SPU or its agent may immediately Disconnect service to the Customer.

14. DEFAULT AND REMEDIES; EARLY TERMINATION; LIABILITY.

14.1. Event of Default. Each of the following shall constitute a default ("Event of Default") under this Agreement:

- **(a)** The failure of the Customer to make any payment in full when due under this Agreement after fifteen (15) Business Days written notice;
- **(b)** The Customer's violation or failure to perform, observe, or abide by any Obligations, other than as provided in 14.1(a), and upon SPU's demand to the Customer, the failure to cure within thirty (30) days of written notice from SPU;

(c) A Party (i) shall institute voluntary insolvency proceedings under Title 11 of the United States Code in bankruptcy, or other applicable insolvency laws, (ii) involuntary insolvency proceedings under Title 11 of the United States Code in bankruptcy, or other applicable insolvency laws, shall be instituted against a Party that are not dismissed or discharged within ninety (90) days thereafter, (iii) any proceedings shall be instituted by or against a Party under any law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that is not discharged within ninety (90) days after filing, (iv) a trustee or receiver shall be appointed for a Party by any court of competent jurisdiction, or (v) shall make a general assignment for the benefit of its creditors;

(d) A permanent cessation of material operations at the Project occurs that continues for a period longer than ninety (90) Calendar Days, unless otherwise mutually agreed by the Parties in writing. For purposes of this subsection (d), "permanent cessation" means permanently ceasing material data center operations at the Project and fails to make commercially reasonable efforts to locate tenants to occupy and use the Project. Upon any permanent cessation, at SPU's request, Customer shall provide Performance Assurance to SPU; or

(e) Any representation or warranty made by a Party in this Agreement shall prove to have been incorrect when made, in any material respect.

14.2. Costs Relating to Default. Whenever there occurs any default, any condition or state of affairs which with the lapse of time or the giving of notice could result in an Event of Default, or an actual Event of Default, and if SPU employs attorneys, engineers, financial advisors, or other consultants, or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any term, condition, or promise on the part of the Customer under this Agreement, the Customer agrees that it shall pay SPU any and all expenses and costs incurred by SPU. The Customer further agrees that it shall, within thirty (30) Calendar Days of written demand by SPU, pay to SPU the costs and such other expenses so incurred by SPU.

14.3. Immediate Action. In the event of the Customer's failure to cease interruptible service or if SPU, in its sole discretion, determines the existence of a safety issue or system emergency, SPU or its agent shall be entitled to immediately, without further notice, Disconnect the Customer's service.

14.4. Other Remedies. Upon the occurrence of an Event of Default, the Non-Defaulting Party shall have the immediate right to exercise any and all remedies for enforcement of this Agreement, including without limitation:

(a) any remedy afforded hereunder or by applicable law;

(b) seek specific performance or other equitable relief;

(c) to immediately accelerate all amounts due and/or owing by Customer under this Agreement;

(d) sue for money damages provided;

(e) appoint a receiver;

(f) Disconnect service as provided in this Agreement;

(g) Draw down or collect against any Performance Assurance, in whole or in part, in SPU's discretion; and

(h) terminate this Agreement, as provided in Section 14.6**.**

14.5. <u>Remedies Cumulative; Limitation on Remedies; Waiver.</u> All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity, subject, however, to any limitation on damages, fees and costs as provided for in this Agreement. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies, or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder, nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy. No Party shall be liable to the other Party for consequential or special damages.

14.6. <u>Early Termination</u>. If a Party (the "Defaulting Party") undergoes an Event of Default under this Agreement pursuant to Section 14.1, the other Party (the "Non-Defaulting Party") shall have the right: (a) to designate a day, at least fifteen (15) calendar days from the day such notice is effective, as an early termination date ("Early Termination Date"); (b) to terminate the Agreement between the Parties, effective as of the Early Termination Date; (c) to withhold any payments due to the Defaulting Party under this Agreement, until such time as amounts due under this Agreement are reconciled in accordance with the provisions set forth herein; and (d) to immediately suspend performance due under this Agreement.

(a) **<u>Termination Payment.</u>** Following delivery of notice of the Early Termination Date, the Non-Defaulting Party shall calculate, in a commercially reasonable manner:

i. all amounts owed by the Defaulting Party to the Non-Defaulting Party through the Early Termination Date;

ii. the Non-Defaulting Party’s costs and expenses of collection, including reasonable attorneys’ fees, actually incurred by the Non-Defaulting Party with respect to the Event of Default; and

iii. if the Customer is the Defaulting Party, an amount equal to $1,000,000 per Contract Year multiplied by the years (or months, if partial Contract Year) remaining in the Term of the Agreement (the “Termination Payment”).

(b) **Timing.** The amount(s) calculated pursuant to subsection 14.6(a) shall be due within ten (10) Business Days after the date the Defaulting Party receives written notice of such amount(s).

(c) **Dispute Process**. If the Defaulting Party disputes the Non-Defaulting Party's calculation under Section 14.6(a), in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the calculated amount, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that where the Termination Payment is due, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Non-Defaulting Party's calculation of the Termination Payment.

14.7. Responsibilities Following Expiration or Termination. Upon the termination or expiration of this Agreement, in addition to such rights and responsibilities enumerated elsewhere in this Agreement, the grant of any and all right and interest to Customer to the supply of power and energy shall cease, and the Parties shall immediately prepare any commercially reasonably documents or filings and perform all other acts necessary to transfer all such rights and interests to SPU.

14.8. Immunity. Nothing contained in this Agreement shall in any way affect or impair SPU’s immunity or the immunity of its commissioners, officials, employees, agents, attorneys, consultants, or independent contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing contained in this Agreement, including any provisions regarding obtaining insurance or otherwise being insured, shall in any way affect or impair the limitations on SPU’s liability or the liability of SPU’s commissioners, officials, employees, agents, attorneys, consultants, or independent contractors set forth in Minnesota Statutes, Chapter 466, as such statute may be amended, modified, or replaced from time to time. By entering into this Agreement, SPU does not waive any rights, protections, or limitations provided to SPU or its commissioners, officials, employees, agents, attorneys, consultants, or independent contractors under the various rules of governmental immunity or under Minnesota Statutes, Chapter 466, as such statute may be amended, modified, or replaced from time to time.

14.9. Responsibilities. Each Party shall be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof. The Customer, its successors, and assigns, shall be solely responsible and liable for the Customer's obligations under the terms of this Agreement. The failure by the Customer to meet such obligations shall not create or give rise to any claim, liability, or obligation of SPU.

15. NOTICE; DATA.

15.1. Notice. Any notice, election or other correspondence required or permitted under this Agreement shall become effective upon receipt and, except invoices and payments, shall be deemed to have been properly given or delivered when made in writing and delivered by letter, personal service, facsimile, or other documentary form to the authorized representative of the Parties designated below:

IF TO SPU:

Shakopee Public Utilities Commission
Attn: General Manager
255 Sarazin Street
Shakopee, MN 55379
Phone:
Email:

With a copy to:

IF TO THE CUSTOMER:

Shakopee Capital, LLC
Attn: Ned Abdul
510 North 1st Avenue Suite 600
Minneapolis, MN 55403
Phone: 612-332-8323 x602
Email: ned@swervo.com

15.2. Change of Contact Information. The Parties shall provide each other with written notice to any change or updated contact information for notice purposes under this Agreement, as soon as reasonably practicable after such change. SPU shall provide the Customer with any updated contact information for its Wholesale Provider.

15.3. Protected Data. The Parties acknowledge and agree that SPU is subject to the Minnesota Governmental Data Practices Act, Minnesota Statutes, Chapter 13 (the "Act"). The Customer's electric usage levels and other identifying information of the Customer "customer data" is governed by the Act. The Customer acknowledges and agrees that this Agreement requires close communication with the Wholesale Provider and SPU's authorized agents. The Customer authorizes and consents to SPU to providing customer data to Wholesale Provider and SPU's authorized agents for the purpose of design, planning, engineering, construction, installation, performing, billing, collecting, and enforcing this Agreement. Any data that a Party provides that is not generally available to the public and that contains value in remaining confidential shall be marked “trade secret.”

15.4. Forward Contract. The Parties acknowledge and agree that transactions under this Agreement constitute forward contracts within the meaning of the United States Bankruptcy Code.

16. GENERAL

16.1. Entire Agreement. This Agreement, including exhibits and recitals, constitutes the entire Agreement and, with respect to provision of electric service to the Project, supersedes all prior agreements and understandings, oral and written, all prior oral and written communications, proposals, agreements, representations, statements, negotiations, and undertakings, whether express or implied, between the Parties hereto with respect to electric service to the Project. The Customer acknowledges and agrees that: (a) this Agreement is not entered into in reliance, in whole or in part, upon any statement or representation made by or on behalf of SPU, or its agents, except any such statement or representation expressly set out in this Agreement. Headings are for convenience and are not a part of this Agreement.

16.2. Successors and Assigns. This Agreement shall be binding upon the respective Parties, their successors and assigns, on and after the Effective Date hereof; provided, however, that neither this Agreement, nor any interest herein, shall be transferred, sold, or otherwise conveyed by the Customer to a third party, except upon: (a) written notice to SPU of an intent and request to convey and written consent by SPU to same, which shall not be unreasonably withheld, conditioned, or delayed; and (b) the express written assumption by the proposed recipient of this Agreement to the terms and conditions of this Agreement. The Customer shall remain obligated to continue payments under Section 5.3 through the end of the Term unless and until conditions (a) and (b) in this Section are satisfied.

16.3. Joint Drafting. The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.

16.4. Captions. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing or interpreting this Agreement.

16.5. Modification. No term or provision of this Agreement may be changed, revised, altered, or waived, except by an instrument in writing signed by both of the Parties.

16.6. Choice of Law; Venue. The validity, interpretation, and performance of this Agreement and each of its provisions shall be governed by the laws of the State of Minnesota without regard to its conflicts of law principles. The Parties agree that any claim, action, or proceeding seeking any relief in connection with this Agreement shall be brought in a court of competent jurisdiction located in the Scott County, Minnesota. The Customer hereby waives any objection that it may have to the venue of any such suit, action, or proceeding, arising under or related to this Agreement and hereby irrevocably consents to the personal jurisdiction of the District Courts for the State of Minnesota in any such suit, action, or proceeding.

16.7. Counsel. Each Party understands, acknowledges, and agrees that they have had the opportunity to consult with legal counsel of their choice regarding this Agreement. Customer agrees and acknowledges that it has read and understands this Agreement, is entering into it freely and voluntarily, has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

16.8. Severability. If any provision in this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired and they shall remain in force and effect.

16.9. Duly Authorized Signatories; Binding Effect of Execution. Each Party represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on the following page of this Agreement, such Party is hereby duly and lawfully bound by this Agreement.

16.10. Counterparts. This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by the duly authorized signatories the _______ day of_________, 2026.

SHAKOPEE PUBLIC UTILITIES COMMISSION

By: ____

Title: ____

By: ____

Title: ____

SHAKOPEE CAPITAL, LLC, a Minnesota limited liability company

By: ____
Nedal Abdul-Hajj

Title: Chief Manager

EXHIBIT A
to
LARGE INDUSTRIAL ELECTRIC SERVICE AGREEMENT BETWEEN SHAKOPEE PUBLIC UTILITIES AND SHAKOPEE CAPITAL, LLC

Estimate of Customer's Portion of Infrastructure Costs

Estimated Timing	Description of Work	Estimated Amount
April 2026	Dean Lake Feeder - First 25MW Procurement: Purchase Order Issued for Duct Bank Materials Planning/Pre Construction: Dean Lake Feeder - First 25MW Build/Draft Contract for Duct Bank	$2,100,000.00
May 2026	Procurement: Pike Lake Feeder Transformer 47MVA & Control Building	$2,000,000.00
June 2026	Construction: Dean Lake Feeder - First 25MW Duct Bank Work Begins	$1,050,000.00
July 2026	Planning: Pike Lake Feeder -Second 25MW Purchase Order Issued for Duct Bank Materials	$3,000,000.00
September 2026 - November 2026	Construction: Pike Lake Feeder - Second 25MW Duct Bank Work Begins	$1,000,000.00
October 2026 - December 2026	Construction: Dean Lake Feeder - First 25MW Pull Cable & Terminate	$1,050,000.00
March 2027 – July 2027	Construction: Pike Lake Feeder - Second 25MW Duct Bank Work Continues	$1,000,000.00
July 2027 - December 2027	Construction: Pike Lake and East Substation Feeders to Data Center - Second 25MW Pull Cable & Terminate	$5,350,000.00
Summer of 2028	Construction: Backup Pike Lake Substation Complete Installation of Transformer & Control Building	$3,325,000.00

EXHIBIT B
to
LARGE INDUSTRIAL ELECTRIC SERVICE AGREEMENT
BETWEEN SHAKOPEE PUBLIC UTILITIES AND SHAKOPEE CAPITAL, LLC

Delivery Points

EXHIBIT C
to
LARGE INDUSTRIAL ELECTRIC SERVICE AGREEMENT
BETWEEN SHAKOPEE PUBLIC UTILITIES AND SHAKOPEE CAPITAL, LLC

Map

4b

SPU
Shakopee Public Utilities

PO Box 470 • 255 Sarazin Stre...
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

DATE: April 16, 2026

TO: Greg Drent, General Manager

FROM: Brad Carlson, Director of Engineering and Electric Operations BJC

Subject: Solid Di-electric Switchgear Bid Award

BACKGROUND:

Bids were received on March 31st, and the results are attached for the Commission's consideration, along with the consulting engineer's bid analysis and recommendation

SPU staff is actively collaborating with a large industrial customer to integrate 50 MW of load into our electric system. To accommodate the full buildout of this request, SPU's engineering department has determined that 21 electric switches are required. HDR Engineering has developed a switchgear specification bid for this large industrial load customer. The staff prefers transitioning to solid dielectric switches, as this could alleviate some concerns associated with our current oil-filled switches. However, at this time, no manufacturer meets all our requirements regarding phase orientation, lead times, standard box pads, single-phase trip capabilities, and price points.

DISCUSSION:

Tyler Tetrault, HDR's Project Engineer, has summarized the bid results and included a cost analysis in his evaluation. He assessed various delivery date options due to the current uncertainty in material supply chains, as well as several budget alternatives, to identify the lowest responsive bid that best aligns with SPU's desired switch requirements.

After staff review, only one vendor meets SPU's standard switch configuration with the correct phase orientation and price point, but this vendor does not offer a single-phase trip option. The option for a single-phase trip setting is not needed for a three-phase customer. Staff plan to reissue a formal bid in the future to accommodate the need for solid dielectric switches. For now, they would like to proceed with the low bid that meets the needs of a large industrial customer and does not require a single-phase trip.

The Commission's approval of the Large Industrial Electric Service Agreement would allow the customer to cover 75% of the material costs for the on-site equipment. SPU intends to utilize the low bid to test the new switches and evaluate whether they meet our expectations.

Shakopee Public Utilities

PO Box 470 • 255 Sarazin Street
Shakopee, Minnesota 55379
Main 952.445-1988 • Fax 952.445-7767
www.shakopeeutilities.com

RECOMMENDATION:

Staff concurs with the project engineer's recommendation to award the contract to Border States for Eaton ISG. SPU staff recommends Border States and Eaton ISG supplies (21) solid dielectric switches (VFI form - 11) for $2,052,832.53 to fulfill the project needs.

REQUESTED ACTION:

Award the contract for (21) units of the Eaton ISG switchgear to Border States for the amount of $2,052,832.53 if the developer approves the Electric Service Agreement and a deposit is made to SPU.

SPU - Switchgear Bid Summary

Vendor Quote #	Vendor	Unit Cost ($)	Lead Time	Warranty (Years)	Visible Break - 3 Phase	Visible Break - 1 Ph.	Phase Orientation	Fault Interrupting (kA)	Bushing Rating (A)	Solid Dielectric (Y/N)	Manufacturer	Bid Bond Present	Model	Bid Group	Style/Ways	Voltage Class (kV)	Notes
19659																	
19659	WESCO	$147,680	38 weeks	2	Yes	Yes	ABC-ABC	20	600	Y	Elastimold / ABB	Yes	MM3442T	A	2 switched / 2 protected	15	
19659		$135,022	38 weeks	2	Yes	Yes	ABC-ABC	20	600	Y			MM3443T	B	3 switched / 1 protected	15	
28438311																	
28438311	Border States	$123,306	75 weeks	1	Yes	Yes	ABC-ABC	12.5	600	Y	G&W Electric	Yes	PLS42-376-12-9	A	2 switched / 2 protected	15	
28438311		$116,081	75 weeks	1	Yes	Yes	ABC-ABC	12.5	600	Y			PLS43-376-12-11	B	3 switched / 1 protected	15	
28438311		$152,879	75 weeks	1	Yes	Yes	ABC-ABC	12.5	600	Y			PLT42-376-12-9	A (alt.)	2 switched / 2 protected	15	
28438311		$141,643	75 weeks	1	Yes	Yes	ABC-ABC	12.5	600	Y			PLT43-376-12-11	B (alt.)	3 switched / 1 protected	15	
28438311		$108,333	75 weeks	1	Yes	Yes	ABC-ABC	16	600	Y			PLS42-376-12-9	A	2 switched / 2 protected	15	
28438311		$106,939	75 weeks	1	Yes	Yes	ABC-ABC	16	600	Y			PLS43-376-12-11	B	3 switched / 1 protected	15	
28438311		$137,906	75 weeks	1	Yes	Yes	ABC-ABC	16	600	Y			PLT42-376-12-9	A (alt.)	2 switched / 2 protected	15	
28438311		$134,156	75 weeks	1	Yes	Yes	ABC-ABC	16	600	Y			PLT43-376-12-11	B (alt.)	3 switched / 1 protected	15	
28438364																	
28438364	Border States	$93,548	42 weeks	5	Yes	Yes	Standard	12.5	600	N	Trayer (Siemens)	Yes	4805C9VD8M	A	2 switched / 2 protected	15	Biodegradable oil
28438364		$75,576	42 weeks	5	Yes	Yes	Standard	12.5	600	N			4805C11VD6M	B	3 switched / 1 protected	15	Biodegradable oil
28438197																	
28438197	Border States	$104,319	45 weeks	1 (Extended Available)	Yes	No	N/L	20	600	Y	Eaton -ISG	Yes	P42206666-30X	A	2 switched / 2 protected	15	
28438197		$97,753	45 weeks	1 (Extended Available)	Yes	No	N/L	20	600	Y			P43106666-30X	B	3 switched / 1 protected	15	
28438197		$146,188	45 weeks	1 (Extended Available)	Yes	No	N/L	20	600	Y			P42206666-30X	A (alt.)	2 switched / 2 protected	15	
28438197		$136,069	45 weeks	1 (Extended Available)	Yes	No	N/L	20	600	Y			P43106666-30X	B (alt.)	3 switched / 1 protected	15	
1083547																	
1083547	RESCO	$122,061	75 weeks	1	Yes	Yes	ABC-ABC	12.5	600	Y	G&W Electric	Yes	PLS42-376-12-9	A	2 switched / 2 protected	15	
1083547		$114,909	75 weeks	1	Yes	Yes	ABC-ABC	12.5	600	Y			PLS43-376-12-11	B	3 switched / 1 protected	15	
1083547		$151,336	75 weeks	1	Yes	Yes	ABC-ABC	12.5	600	Y			PLT42-376-12-9	A (alt.)	2 switched / 2 protected	15	
1083547		$140,212	75 weeks	1	Yes	Yes	ABC-ABC	12.5	600	Y			PLT43-376-12-11	B (alt.)	3 switched / 1 protected	15	
1083547		$107,239	75 weeks	1	Yes	Yes	ABC-ABC	16	600	Y			PLS42-376-12-9	A	2 switched / 2 protected	15	
1083547		$105,860	75 weeks	1	Yes	Yes	ABC-ABC	16	600	Y			PLS43-376-12-11	B	3 switched / 1 protected	15	
1083547		$136,513	75 weeks	1	Yes	Yes	ABC-ABC	16	600	Y			PLT42-376-12-9	A (alt.)	2 switched / 2 protected	15	
1083547		$132,801	75 weeks	1	Yes	Yes	ABC-ABC	16	600	Y			PLT43-376-12-11	B (alt.)	3 switched / 1 protected	15	

April 2, 2026

Bid Summary and Recommendation for Switchgear Procurement

To Whom it may concern,

We have reviewed the bids received and recommend that Shakopee Public Utilities accept the bid from Border States to provide Eaton-ISG switchgear. The reasons for the recommendation are as follows:

Lead time, the proposed lead time for the Eaton-ISG switchgear is the shortest among the acceptable bids.

Cost, the Eaton-ISG switchgear is the lowest among the acceptable bids. We recommend the base bid unit and not the alternate with SEL relaying added.

Reliability, the Eaton-ISG is solid dieletric and has fewer possible failure points than other competitors. Some competitors use cable connections within the switchgear to achieve ABC-CBA phasing, which introduces two possible trouble points per phase.

The proposed unit will fit on the standard SPU switchgear base. This will eliminate the need to stock another style of base.

Sincerely,

Alexander Schmidt, PE

Eaton ISG

Shakopee Public Utilities

RFP

Shakopee Public Utilities, Shakopee, MN

Solid Dielectric Outdoor, Pad-mount, Three Phase, Distribution Switchgear Equipment Procurement

A. Equipment Specification

Bidding Documents
Project Manual

March 13, 2026

1601 Utica Ave. Suite 600 St. Louis Park, MN 55416-3400
(763) 591-5400

hdrinc.com

BORDER STATES

Quote

Quote: 28438197
Sold-To Acct #: 5152
Valid From: 03/30/2026 **To:** 06/30/2026
PO No: ISG SG
Payment Terms: NET 25TH PROX (31)

Created By: Gregory A Koubsky
Tel No: 763-497-6822
Fax No:

Border States - TSS
2400 38th St S
Fargo ND 58104
Phone: 701-293-5834

SHAKOPEE PUBLIC UTILITIES EXEMPT
ATTN ACCOUNTS PAYABLE
PO Box 470
SHAKOPEE MN 55379-0470

Inco Terms:
FOB ORIGIN

Ship-to:
SHAKOPEE PUBLIC UTILITIES
ATTN RECEIVING DEPARTMENT
255 SARAZIN ST
SHAKOPEE MN 55379-3942

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010		**10** EA	104,319.37	/ 1	EA	1,043,193.70

- P42206666-30X - 4-Way Padmount SG
Bid Group A -- Item #1 # Eaton-ISG Catalog # # P42206666-30X-A0X-P0
Switchgear Package includes:
(1) of Item #1A # 4-Way Padmount Switchgear
(2) of Item #1B # 1 Amp CT powered over-current relay - Padmount
Item #3A # ISG Catalog #P42206666-30X - 4-Way Padmount Switchgear
Ratings
o 15.5 kV ratings when applied to 15.5 kV circuits
20 kA symmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
32 kA asymmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
52 kA Peak current
125 kV BIL - Note: Reduced to 95 kV BIL when internal 15 kV voltage sensors are installed
Configuration # 4 Way
o (2) VFI Switch Ways with Visible Open Isolation Point device # Ways 1 & 2
(6) 600 Amp bushings
o (2) VFI Protected Ways with Visible Open Isolation Point device # Ways 3 & 4
(6) 600 Amp bushings
(2) 6-pin Trip and Status Connector
(2) 4-pin CT Connectors - one per VFI-protected Way
(2) External CT Shorting Plugs
(6) 600:1 Internally mounted current transformers installed
Switchgear Construction
o Switch tank - 304 stainless steel, Sealed, Dead-front
o Enclosure, constructed of 304 Stainless Steel with Munsell Green powder coat finish
Dimensions # 67# W x 72# D x 57# H#
o (4) Motor Operator bracket provisions installed
o (12) Load-break parking stands
o (8) Visible Open Windows
o (2) ½# Diameter Copper Ground Rod
o Provisions for future mounting of external potential transformers on top of the switch tank
o Provisions for mounting CT-Powered Relays
Similar to Eaton-ISG drawing # P42206622-103-A01-OL with the modifications noted below:
o Update: Ratings to 300 Series # 15kV/20kA
o Update Ways 3 & 4 to 600A terminations with 600-amp bushings
o Update CT ratio to 600:1 on VFI-protected ways (Ways 3 & 4)
o Remove: internal shorting board
Item #1B # FA-10214 # 1 Amp CT powered Over-current Relay # Padmount
SEG WIC1-1 # CT powered over-current relay
o Programmable relay with easy to use software
o (1) Toggle # Relay # Enable / Disable

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Fargo ND 58104
Phone: 701-293-5834

Quote

Quote: 28438197
Sold-to Acct #: 5152
Valid From: 03/30/2026 **To:** 06/30/2026

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value

Disables the Relay Trip function.
o (2) Cables per Way # relay connection to the switch tank
o (1) Padmount relay case
o (1) Mounting bracket to secure the relay to the Padmount enclosure door
Bid Group A -- Switchgear Package #1 # ISG Catalog # P42206666-30X-A01-P0
with freight prepaid

Cust Item	Item	Material	Quantity	Price	Per	UoM	Value
	000020	- P43106666-30X - 4-Way Padmount SG	**10** EA	97,753.93	/ 1	EA	977,539.30

Bid Group B -- Item #2 # Eaton-ISG Catalog # # P43106666-30X-A0X-P0
Switchgear Package includes:
(1) of Item #4A # 4-Way Padmount Switchgear
(1) of Item #4B # 1 Amp CT powered over-current relay - Padmount
Item #2A # ISG Catalog #P43106666-30X - 4-Way Padmount Switchgear
Ratings
o 15.5 kV ratings when applied to 15.5 kV circuits
20 kA symmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
32 kA asymmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
52 kA Peak current
125 kV BIL - Note: Reduced to 95 kV BIL when internal 15 kV voltage sensors are installed
Configuration # 4 Way
o (3) VFI Switch Ways with Visible Open Isolation Point device # Ways 1, 2 and 4
(9) 600 Amp bushings
o (1) VFI Protected Ways with Visible Open Isolation Point device # Way 3
(3) 600-amp bushings
(1) 6-pin Trip and Status Connector
(1) 4-pin CT Connectors - one per VFI-protected Way
(1) External CT Shorting Plugs
(3) 600:1 Internally mounted current transformers installed
Switchgear Construction
o Switch tank - 304 stainless steel, Sealed, Dead-front
o Enclosure, constructed of 304 Stainless Steel with Munsell Green powder coat finish
Dimensions # 67# W x 72# D x 57# H#
o (4) Motor Operator bracket provisions installed
o (12) Load-break parking stands
o (8) Visible Open Windows
o (2) ½# Diameter Copper Ground Rod
o Provisions for future mounting of external potential transformers on top of the switch tank
o Provisions for mounting CT-Powered Relays
Similar to Eaton-ISG drawing # P43106626-101-A01-OL with the modifications noted below:
o Update: Ratings to 300 Series # 15.5kV/20kA
o Update Way 3 to 600A terminations with 600-amp bushings
o Update CT ratio to 600:1 on VFI-protected way (Way 3)
o Remove internal shorting board
Item #2B # FA-10214 # 1 Amp CT powered Over-current Relay # Padmount
SEG WIC1-1 # CT powered over-current relay
o Programmable relay with easy to use software
o (1) Toggle # Relay # Enable / Disable
Disables the Relay Trip function.
o (2) Cables per Way # relay connection to the switch tank
o (1) Padmount relay case
o (1) Mounting bracket to secure the relay to the Padmount enclosure door
Bid Group B -- Switchgear Package #2 # ISG Catalog # P43106666-30X-A01-P0
with freight prepaid

Border States - TSS
2400 38th St S
Fargo ND 58104
Phone: 701-293-5834

Quote

Quote: 28438197
Sold-to Acct #: 5152
Valid From: 03/30/2026 **To:** 06/30/2026

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000030	- Extended Warranty Option	**10** EA	8,082.93	/ 1	EA	80,829.30

Item #3 -- Extended Warranty Option # Bid Group A & B
Cooper Power System#s Standard warranty period is the shorter of twelve (12) months from date of installation or
eighteen (18) months from the date of shipment. Customer may purchase extended warranty periods in one-year
increments at a cost of 2% of the order value per year (e.g., 1-year # 2%; 2-year # 4%, 3-year # 6%).
For Bid Group A and Group B, customer is requesting a 2-year extended warranty.

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Fargo ND 58104
Phone: 701-293-5834

Quote

Quote: 28438197
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Valid From: 03/30/2026 **To:** 06/30/2026

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000040		**10** EA	146,188.48	/ 1	EA	1,461,884.80

- P42206666-30X - 4-Way Padmount SG
ALTERNATIVE BID GROUP A & B
Per your request, attached please find our proposal covering the same switchgear proposed in Item #1 and Item #2, but
with SEL 751 overcurrent relay platform.
Alternate Bid Group A -- Item #4 # Eaton-ISG Catalog # # P42206666-30X-A0X-P0
Switchgear Package includes:
(1) of Item #4A # 4-Way Double-Sided Padmount Switchgear
(1) of Item #4B # SEL 751 4-Way Padmount Automation Control
(1) of Item #4C # 15 kV Potential Transformer
Item #4A # ISG Catalog #P42206666-30X - 4-Way Padmount Switchgear
Ratings
o 15.5 kV ratings when applied to 15.5 kV circuits
20 kA symmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
32 kA asymmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
52 kA Peak current
125 kV BIL - Note: Reduced to 95 kV BIL when internal 15 kV voltage sensors are installed
Configuration # 4-Ways
o (2) Vacuum Fault Interrupter Switch Way(s) with Visible Open Isolation Point device
Way(s) 1-2
(2) Handle(s) that can be padlocked open/closed and hot stick operated
(2) Open (Green) and Closed (Red) Semaphore
(6) 600-amp bushings
(2) 6-pin connectors, one for each VFI Switch Way for Way Status
o (2) Vacuum Fault Interrupter Protected Way(s) with Visible Open Isolation Point device
Way(s) 3-4
(2) Handle(s) that can be padlocked open/closed and hot stick operated
(2) Open (Green) and Closed (Red) Semaphore
(6) 600-amp bushing
(6) Internally mounted 600:1 current transformers installed on each bushing
(2) 6-pin Trip and Status Connector
(2) 4-pin CT Connectors - one per VFI-protected Way
(2) CT Shorting Plugs
Switchgear Construction
o Switch tank - 304 stainless steel Sealed, Dead-front
o Double-Side Padmount 304 stainless steel enclosure with Munsell Green Smooth Powder Coat Finish
Dimensions # 67# W x 72# D x 57# H
o (4) Motor Operator bracket provision(s) installed on each Way
o (8) Visible Open Windows
o (12) Load-break parking stands
o Provisions for mounting CT powered relays on the Padmount enclosure doors
o Provisions for future mounting of external potential transformers on top of the switch tank
o (2) ½# Diameter Grounding Rod
Similar to Eaton-ISG drawing # P42206622-103-A01-OL with the modifications noted below:
o Update: Ratings to 300 Series # 15kV/20kA
o Update Ways 3 & 4 to 600A terminations with 600-amp bushings
o Update CT ratio to 600:1 on VFI-protected ways (Ways 3 & 4)
o Remove: internal shorting board
o Add: 1 PT connected to Way 1
o Add: Control cabinet housing the SEL 751 relays
Item #4B # CA-20XXX - SEL 751 4-Way Padmount Automation Control
Configuration
o (2) SEL 751 Automation Relay
Push Button Config: 8 pushbuttons
COM Connectors: Ethernet
COM Protocol: DNP3
Voltage Inputs: None

Border States - TSS
2400 38th St S
Fargo ND 58104
Phone: 701-293-5834

Quote

Quote: 28438197
Sold-to Acct #: 5152
Valid From: 03/30/2026 **To:** 06/30/2026

Cust Item	Item	Material MFG - Description	**Quantity**	Price	Per	UoM	Value

Current Inputs: 1A
Conformal Coat: Yes
Advanced Features: N/A
o Test switches for Trip Circuits / CT shorting / Voltage potentials
(2) ABB FT-1 test switches, one per VFI protected Way
o 120 VAC to 24 VDC Power supply / charging system
Including 24VDC backup battery
o Phoenix Contact 10 Port ethernet switch
(8) RJ45 copper ethernet ports
(2) SFP fiber ports
o (2) RJ45 cables from relays to ethernet switch
Construction
o Mounted on the left side of the padmount enclosure when facing Way 1 for double side
o 304 stainless steel with utility green powder coat finish
o Padmount style door
o Heater and Thermostat
o Rain gutter and vandal guard built into design of low voltage cabinet
o Connectors will be located on the bottom of the control cabinet
o Cable enclosure will protect and enclose connectors to the high voltage enclosure
Connections on control cabinet
o (2) 6 pin Connectors # Status from Ways 1-2
o (2) 6 pin Connectors # Status and Trip from Ways 3-4
o (2) 4 pin Connectors # CT Inputs from Ways 3-4
o (4) 7 pin Connectors - Motor Operators # power and status
o (2) 3 pin Connector - AC voltage inputs from PTs for control power
o (1) Cord grip for communications
Cables
o (2) M/F cables for Status
o (2) M/F cables for Trip and Status
o (2) M/F cables for CT inputs
o (1) F plug / pigtail # for 120v AC voltage input from external PT
Proposed control cabinet per Eaton ISG-SD drawing # CA-20183-SCH
Item #4C # 15 kV Potential Transformer
XXXXX kV / XXXX volts line to ground (Customer to provide)
Includes: Padmount cradle and bracket with horizontal facing terminations
Requires but not supplied with switchgear:
o ETPs to be installed on back of 600-amp T-bodies and Fused Elbow on #B# phase of both Source Ways. ETPs and
200A elbows for installation on potential transformer.
Alternate Bid Group A -- Switchgear Package #4 # ISG Catalog # P42206666-30X-A01-P0
with freight prepaid

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Phone: 701-293-5834

Quote

Quote: 28438197
Sold-to Acct #: 5152
Valid From: 03/30/2026 **To:** 06/30/2026

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000050		**10** EA	136,089.01	/ 1	EA	1,360,890.10

- P43106666-30X - 4-Way Padmount SG
Alternate Bid Group B -- Item #5 # Eaton-ISG Catalog # # P43106666-30X-A0X-P0
Switchgear Package includes:
(1) of Item #5A # 4-Way Double-Sided Padmount Switchgear
(1) of Item #5B # SEL 751 4-Way Padmount Automation Control
(1) of Item #5C # 15 kV Potential Transformer
Item #5A # ISG Catalog #P43106666-30X - 4-Way Padmount Switchgear
Ratings
o 15.5 kV ratings when applied to 15.5 kV circuits
20 kA symmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
32 kA asymmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
52 kA Peak current
125 kV BIL - Note: Reduced to 95 kV BIL when internal 15 kV voltage sensors are installed
Configuration # 4 Way
o (3) VFI Switch Ways with Visible Open Isolation Point device # Ways 1, 2 and 4
(9) 600 Amp bushings
(3) 6-pin Status Connector
o (1) VFI Protected Ways with Visible Open Isolation Point device # Way 3
(3) 600-amp bushings
(1) 6-pin Trip and Status Connector
(1) 4-pin CT Connectors - one per VFI-protected Way
(1) External CT Shorting Plugs
(3) 600:1 Internally mounted current transformers installed
Switchgear Construction
o Switch tank - 304 stainless steel, Sealed, Dead-front
o Enclosure, constructed of 304 Stainless Steel with Munsell Green powder coat finish
Dimensions # 67# x 72# x 57#
o (4) Motor Operator bracket provisions installed
o (12) Load-break parking stands
o (8) Visible Open Windows
o (2) ½# Diameter Copper Ground Rod
o Provisions for future mounting of external potential transformers on top of the switch tank
o Provisions for mounting CT-Powered Relays
Similar to Eaton-ISG drawing # P43106626-101-A01-OL with the modifications noted below:
o Update: Ratings to 300 Series # 15.5kV/20kA
o Update Way 3 to 600A terminations with 600-amp bushings
o Update CT ratio to 600:1 on VFI-protected way (Way 3)
o Remove internal shorting board
o Add: 1 PT connected to Way 1
o Add: Control cabinet housing the SEL 751 relays
Item #5B # CA-20XXX - SEL 751 4-Way Padmount Automation Control
Configuration
o (1) SEL 751 Automation Relay
Push Button Config: 8 pushbuttons
COM Connectors: Ethernet
COM Protocol: DNP3
Voltage Inputs: None
Current Inputs: 1A
Conformal Coat: Yes
Advanced Features: N/A
o Test switches for Trip Circuits / CT shorting / Voltage potentials
(1) ABB FT-1 test switches, one per VFI protected Way
o 120 VAC to 24 VDC Power supply / charging system
Including 24VDC backup battery
Construction
o Mounted on the left side of the padmount enclosure when facing Way 1 for double side
o 304 stainless steel with utility green powder coat finish

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2400 38th St S
Fargo ND 58104
Phone: 701-293-5834

Quote

Quote: 28438197
Sold-to Acct #: 5152
Valid From: 03/30/2026 **To:** 06/30/2026

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value

o Padmount style door
o Heater and Thermostat
o Rain gutter and vandal guard built into design of low voltage cabinet
o Connectors will be located on the bottom of the control cabinet
o Cable enclosure will protect and enclose connectors to the high voltage enclosure
Connections on control cabinet
o (3) 6 pin Connectors # Status from Ways 1, 2, & 4
o (1) 6 pin Connectors # Status and Trip from Way 3
o (1) 4 pin Connectors # CT Inputs from Way 3
o (4) 7 pin Connectors - Motor Operators # power and status
o (2) 3 pin Connector - AC voltage inputs from PTs for control power
o (1) Cord grip for communications
Cables
o (3) M/F cables for Status
o (1) M/F cables for Trip and Status
o (1) M/F cables for CT inputs
o (1) F plug / pigtail # for 120v AC voltage input from external PT
Proposed control cabinet per Eaton ISG-SD drawing # CA-20183-SCH with the following modifications:
o Remove: One SEL 751 relay and test switch
Item #5C # 15 kV Potential Transformer
XXXXX kV / XXXX volts line to ground (Customer to provide)
Includes: Padmount cradle and bracket with horizontal facing terminations
Requires but not supplied with switchgear:
o ETPs to be installed on back of 600-amp T-bodies and Fused Elbow on #B# phase of both Source Ways. ETPs and
200A elbows for installation on potential transformer.
Alternate Bid Group B -- Switchgear Package #5 # ISG Catalog # P43106666-30X-A01-P0
with freight prepaid

	000060		**10** EA	11,291.10	/ 1	EA	112,911.00

- Extended Warranty Option
Item #6 -- Extended Warranty Option # Alternate Bid Group A & B
Cooper Power System#s Standard warranty period is the shorter of twelve (12) months from date of installation or
eighteen (18) months from the date of shipment. Customer may purchase extended warranty periods in one-year
increments at a cost of 2% of the order value per year (e.g., 1-year # 2%; 2-year # 4%, 3-year # 6%).

Border States - TSS
2400 38th St S
Fargo ND 58104
Phone: 701-293-5834

Quote

Quote: 28438197
Sold-to Acct #: 5152
Valid From: 03/30/2026 **To:** 06/30/2026

Total $			5,037,248.20
State Tax $	0.000 %	0.00	
County Tax $	0.000 %	0.00	
Local Tax $	0.000 %	0.00	
Other Tax1 $	0.000 %	0.00	
Other Tax2 $	0.000 %	0.00	
Other Tax3 $	0.000 %	0.00	
Tax Subtotal $	0.000 %		0.00
Net Amount $			**5,037,248.20**

To access Border States Terms and Conditions of Sale, please go to https://www.borderstates.com

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

Quote	
Date:	March 27, 2026
ISG Job Reference:	260111
Expires:	June 30, 2026
Terms:	Net 30
Shipping/Freight:	FOB Destination Freight Allowed

BORDER STATES

Subject: Shakopee Utilities – Solid Dielectric Outdoor, Padmount, Three-phase, Distribution Switchgear

Per your request, attached please find our proposal covering the material on Shakopee Utilities specification 33-01-01.

Bid Group A -- Item #1 – Eaton-ISG Catalog # – P42206666-30X-A0X-P0
Switchgear Package includes:

- **(1) of Item #1A – 4-Way Padmount Switchgear**
- **(2) of Item #1B – 1 Amp CT powered over-current relay - Padmount**

Item #3A – ISG Catalog #P42206666-30X - 4-Way Padmount Switchgear

- Ratings
  - 15.5 kV ratings when applied to 15.5 kV circuits
    - 20 kA symmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
    - 32 kA asymmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
    - 52 kA Peak current
    - 125 kV BIL - Note: Reduced to 95 kV BIL when internal 15 kV voltage sensors are installed
- Configuration – 4 Way
  - (2) VFI Switch Ways with Visible Open Isolation Point device – Ways 1 & 2
    - (6) 600 Amp bushings
  - (2) VFI Protected Ways with Visible Open Isolation Point device – Ways 3 & 4
    - (6) 600 Amp bushings
    - (2) 6-pin Trip and Status Connector
    - (2) 4-pin CT Connectors - one per VFI-protected Way
    - (2) External CT Shorting Plugs
    - (6) 600:1 Internally mounted current transformers installed
- Switchgear Construction
  - Switch tank - 304 stainless steel, Sealed, Dead-front
  - Enclosure, constructed of 304 Stainless Steel with Munsell Green powder coat finish
    - Dimensions – 67" W x 72" D x 57" H"
  - (4) Motor Operator bracket provisions installed
  - (12) Load-break parking stands
  - (8) Visible Open Windows
  - (2) ½" Diameter Copper Ground Rod
  - Provisions for future mounting of external potential transformers on top of the switch tank
  - Provisions for mounting CT-Powered Relays

- Similar to Eaton-ISG drawing # P42206622-103-A01-OL with the modifications noted below:
  - Update: Ratings to 300 Series – 15kV/20kA
  - Update Ways 3 & 4 to 600A terminations with 600-amp bushings
  - Update CT ratio to 600:1 on VFI-protected ways (Ways 3 & 4)
  - Remove: internal shorting board

Item #1B – FA-10214 – 1 Amp CT powered Over-current Relay – Padmount

- SEG WIC1-1 – CT powered over-current relay
  - Programmable relay with easy to use software
  - (1) Toggle – Relay – **Enable / Disable**
    - Disables the Relay Trip function.
  - (2) Cables per Way – relay connection to the switch tank
  - (1) Padmount relay case
  - (1) Mounting bracket to secure the relay to the Padmount enclosure door

Bid Group A -- Switchgear Package #1 – ISG Catalog # P42206666-30X-A01-
P0 Unit price: $ 104,319.37 net each with freight prepaid
Lot Price: $ 1,043,193.70 lot price for (10) assemblies

Bid Group B -- Item #2 – Eaton-ISG Catalog # – P43106666-30X-A0X-P0

Switchgear Package includes:

- **(1) of Item #4A – 4-Way Padmount Switchgear**
- **(1) of Item #4B – 1 Amp CT powered over-current relay - Padmount**

Item #2A – ISG Catalog #P43106666-30X - 4-Way Padmount Switchgear

- Ratings
  - 15.5 kV ratings when applied to 15.5 kV circuits
    - 20 kA symmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
    - 32 kA asymmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
    - 52 kA Peak current
    - 125 kV BIL - Note: Reduced to 95 kV BIL when internal 15 kV voltage sensors are installed
- Configuration – 4 Way
  - (3) VFI Switch Ways with Visible Open Isolation Point device – Ways 1, 2 and 4
    - (9) 600 Amp bushings
  - (1) VFI Protected Ways with Visible Open Isolation Point device – Way 3
    - (3) 600-amp bushings
    - (1) 6-pin Trip and Status Connector
    - (1) 4-pin CT Connectors - one per VFI-protected Way
    - (1) External CT Shorting Plugs
    - (3) 600:1 Internally mounted current transformers installed
- Switchgear Construction
  - Switch tank - 304 stainless steel, Sealed, Dead-front
  - Enclosure, constructed of 304 Stainless Steel with Munsell Green powder coat finish
    - Dimensions – 67" W x 72" D x 57" H"
  - (4) Motor Operator bracket provisions installed
  - (12) Load-break parking stands
  - (8) Visible Open Windows
  - (2) ½" Diameter Copper Ground Rod
  - Provisions for future mounting of external potential transformers on top of the switch tank
  - Provisions for mounting CT-Powered Relays

- Similar to Eaton-ISG drawing # P43106626-101-A01-OL with the modifications noted below:
  - Update: Ratings to 300 Series – 15.5kV/20kA
  - Update Way 3 to 600A terminations with 600-amp bushings
  - Update CT ratio to 600:1 on VFI-protected way (Way 3)
  - Remove internal shorting board

Item #2B – FA-10214 – 1 Amp CT powered Over-current Relay – Padmount

- SEG WIC1-1 – CT powered over-current relay
  - Programmable relay with easy to use software
  - (1) Toggle – Relay – **Enable / Disable**
    - Disables the Relay Trip function.
  - (2) Cables per Way – relay connection to the switch tank
  - (1) Padmount relay case
  - (1) Mounting bracket to secure the relay to the Padmount enclosure door

Bid Group B -- Switchgear Package #2 – ISG Catalog # P43106666-30X-A01-P0
Unit price: $ 97,753.93 net each with freight prepaid
Lot Price: $ 977,539.30 lot price for (10) assemblies

Item #3 -- Extended Warranty Option – Bid Group A & B

Cooper Power System's Standard warranty period is the shorter of twelve (12) months from date of installation or eighteen (18) months from the date of shipment. Customer may purchase extended warranty periods in one-year increments at a cost of 2% of the **order value** per year (e.g., 1-year – 2%; 2-year – 4%, 3-year – 6%).

For Bid Group A and Group B, customer is requesting a 2-year extended warranty.
The extended warranty price = 4% of $2,020,732.50 (order value) = $80,829.30

Approval Drawings: For Item #1 and Item #2, first article submittal drawings for approval will be issued within 6 weeks after receipt of acceptable purchase order. Engineering department will assign appropriate catalog number for this switchgear assembly at that time. Note: Drawing approvals are only required on the initial order

Note: When the order is *Hold for Approval Drawing Submittal*, the Approval Drawings must be returned to the submitting sales office with a *Release for Manufacture* within 60 days. Should the Release for Manufacture arrive after 60 days, an escalation schedule shall be applied as follows:

- Greater than 60 days – 2% total price escalation
- Greater than 90 days – 3% total price escalation
- Greater than 120 days – 4% total price escalation
- Greater than 150 days – Order cancelled with payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

Manufacturing Lead-time: For items #1 and #2, standard manufacturing lead-time is 25 weeks after receipt of signed approved drawings.

Project Benchmark Schedule: Based on the lead times presented above, estimated placeholder for customer to approve and return submittal drawings, and the volume of switchgear associated with this opportunity (20 units, 10 units per Bid Group), we would ship in releases per the estimated project schedule below:

Week 0 – Receipt of acceptable purchase order
Week 6 – Submittal Drawings prepared and sent to customer for approval.
Week 8 – Customer to review, approve, sign, date and return submittal drawings. Production phase commences
Week 33 – Release #1 -- Material is tested, packaged, and shipped – Qty 4
Week 35 – Release #2 – material is testing, packaged, and shipped – Qty 4
Week 37 – Release #3 – Material is tested, packaged, and shipped – Qty 4
Week 39 – Release #4 – Material is tested, packaged, and shipped – Qty 4
Week 41 – Release #5 – Material is tested, packaged, and shipped – Qty 4

ALTERNATIVE BID GROUP A & B

Per your request, attached please find our proposal covering the same switchgear proposed in Item #1 and Item #2, but with SEL 751 overcurrent relay platform.

Alternate Bid Group A -- Item #4 – Eaton-ISG Catalog # – P42206666-30X-A0X-P0

Switchgear Package includes:

- **(1) of Item #4A – 4-Way Double-Sided Padmount Switchgear**
- **(1) of Item #4B – SEL 751 4-Way Padmount Automation Control**
- **(1) of Item #4C – 15 kV Potential Transformer**

Item #4A – ISG Catalog #P42206666-30X - 4-Way Padmount Switchgear

- Ratings
  - 15.5 kV ratings when applied to 15.5 kV circuits
    - 20 kA symmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
    - 32 kA asymmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
    - 52 kA Peak current
    - 125 kV BIL - Note: Reduced to 95 kV BIL when internal 15 kV voltage sensors are installed
- Configuration – 4-Ways
  - (2) Vacuum Fault Interrupter Switch Way(s) with Visible Open Isolation Point device
    - Way(s) 1-2
    - (2) Handle(s) that can be padlocked open/closed and hot stick operated
    - (2) Open (Green) and Closed (Red) Semaphore
    - (6) 600-amp bushings
    - (2) 6-pin connectors, one for each VFI Switch Way for Way Status
  - (2) Vacuum Fault Interrupter Protected Way(s) with Visible Open Isolation Point device
    - Way(s) 3-4
    - (2) Handle(s) that can be padlocked open/closed and hot stick operated
    - (2) Open (Green) and Closed (Red) Semaphore
    - (6) 600-amp bushing
    - (6) Internally mounted 600:1 current transformers installed on each bushing
    - (2) 6-pin Trip and Status Connector
    - (2) 4-pin CT Connectors - one per VFI-protected Way
    - (2) CT Shorting Plugs
- Switchgear Construction
  - Switch tank - 304 stainless steel Sealed, Dead-front
  - Double-Side Padmount 304 stainless steel enclosure with Munsell Green Smooth Powder Coat Finish
    - Dimensions – 67" W x 72" D x 57" H
  - (4) Motor Operator bracket provision(s) installed on each Way
  - (8) Visible Open Windows
  - (12) Load-break parking stands
  - Provisions for mounting CT powered relays on the Padmount enclosure doors
  - Provisions for future mounting of external potential transformers on top of the switch tank
  - (2) ½" Diameter Grounding Rod

- Similar to Eaton-ISG drawing # P42206622-103-A01-OL with the modifications noted below:
  - Update: Ratings to 300 Series – 15kV/20kA
  - Update Ways 3 & 4 to 600A terminations with 600-amp bushings
  - Update CT ratio to 600:1 on VFI-protected ways (Ways 3 & 4)
  - Remove: internal shorting board
  - Add: 1 PT connected to Way 1
  - Add: Control cabinet housing the SEL 751 relays

Item #4B – CA-20XXX - SEL 751 4-Way Padmount Automation Control

- Configuration
  - (2) SEL 751 Automation Relay
    - Push Button Config: 8 pushbuttons
    - COM Connectors: Ethernet
    - COM Protocol: DNP3
    - Voltage Inputs: None
    - Current Inputs: 1A
    - Conformal Coat: Yes
    - Advanced Features: N/A
  - Test switches for Trip Circuits / CT shorting / Voltage potentials
    - (2) ABB FT-1 test switches, one per VFI protected Way
  - 120 VAC to 24 VDC Power supply / charging system
    - Including 24VDC backup battery
  - Phoenix Contact 10 Port ethernet switch
    - (8) RJ45 copper ethernet ports
    - (2) SFP fiber ports
  - (2) RJ45 cables from relays to ethernet switch

- Construction
  - Mounted on the left side of the padmount enclosure when facing Way 1 for double side
  - 304 stainless steel with utility green powder coat finish
  - Padmount style door
  - Heater and Thermostat
  - Rain gutter and vandal guard built into design of low voltage cabinet
  - Connectors will be located on the bottom of the control cabinet
  - Cable enclosure will protect and enclose connectors to the high voltage enclosure
- Connections on control cabinet
  - (2) 6 pin Connectors – Status from Ways 1-2
  - (2) 6 pin Connectors – Status and Trip from Ways 3-4
  - (2) 4 pin Connectors – CT Inputs from Ways 3-4
  - (4) 7 pin Connectors - Motor Operators – power and status
  - (2) 3 pin Connector - AC voltage inputs from PTs for control power
  - (1) Cord grip for communications
- Cables
  - (2) M/F cables for Status
  - (2) M/F cables for Trip and Status
  - (2) M/F cables for CT inputs
  - (1) F plug / pigtail – for 120v AC voltage input from external PT

- Proposed control cabinet per Eaton ISG-SD drawing # CA-20183-SCH

Item #4C – 15 kV Potential Transformer

- XXXXX kV / XXXX volts line to ground (Customer to provide)
- Includes: Padmount cradle and bracket with horizontal facing terminations
- **Requires but not supplied with switchgear:**
  - **ETPs to be installed on back of 600-amp T-bodies and Fused Elbow on "B" phase of both Source Ways. ETPs and 200A elbows for installation on potential transformer.**

Alternate Bid Group A -- Switchgear Package #4 – ISG Catalog # P42206666-30X-A01-
PO Unit price: $ 146,188.48 net each with freight prepaid
Lot Price: $ 1,461,884.80 lot price for (10) assemblies

Alternate Bid Group B -- Item #5 – Eaton-ISG Catalog # – P43106666-30X-A0X-P0

Switchgear Package includes:

- **(1) of Item #5A – 4-Way Double-Sided Padmount Switchgear**
- **(1) of Item #5B – SEL 751 4-Way Padmount Automation Control**
- **(1) of Item #5C – 15 kV Potential Transformer**

Item #5A – ISG Catalog #P43106666-30X - 4-Way Padmount Switchgear

- Ratings
  - 15.5 kV ratings when applied to 15.5 kV circuits
    - 20 kA symmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
    - 32 kA asymmetrical - Momentary, Make and Latch, Fault Close, and Fault Interrupting
    - 52 kA Peak current
    - 125 kV BIL - Note: Reduced to 95 kV BIL when internal 15 kV voltage sensors are installed
- Configuration – 4 Way
  - (3) VFI Switch Ways with Visible Open Isolation Point device – Ways 1, 2 and 4
    - (9) 600 Amp bushings
    - (3) 6-pin Status Connector
  - (1) VFI Protected Ways with Visible Open Isolation Point device – Way 3
    - (3) 600-amp bushings
    - (1) 6-pin Trip and Status Connector
    - (1) 4-pin CT Connectors - one per VFI-protected Way
    - (1) External CT Shorting Plugs
    - (3) 600:1 Internally mounted current transformers installed
- Switchgear Construction
  - Switch tank - 304 stainless steel, Sealed, Dead-front
  - Enclosure, constructed of 304 Stainless Steel with Munsell Green powder coat finish
    - Dimensions – 67" x 72" x 57"
  - (4) Motor Operator bracket provisions installed
  - (12) Load-break parking stands
  - (8) Visible Open Windows
  - (2) ½" Diameter Copper Ground Rod
  - Provisions for future mounting of external potential transformers on top of the switch tank
  - Provisions for mounting CT-Powered Relays

- Similar to Eaton-ISG drawing # P43106626-101-A01-OL with the modifications noted below:
  - Update: Ratings to 300 Series – 15.5kV/20kA
  - Update Way 3 to 600A terminations with 600-amp bushings
  - Update CT ratio to 600:1 on VFI-protected way (Way 3)
  - Remove internal shorting board
  - Add: 1 PT connected to Way 1
  - Add: Control cabinet housing the SEL 751 relays

Item #5B – CA-20XXX - SEL 751 4-Way Padmount Automation Control

- Configuration
  - (1) SEL 751 Automation Relay
    - Push Button Config: 8 pushbuttons
    - COM Connectors: Ethernet
    - COM Protocol: DNP3
    - Voltage Inputs: None
    - Current Inputs: 1A
    - Conformal Coat: Yes
    - Advanced Features: N/A
  - Test switches for Trip Circuits / CT shorting / Voltage potentials
    - (1) ABB FT-1 test switches, one per VFI protected Way
  - 120 VAC to 24 VDC Power supply / charging system
    - Including 24VDC backup battery

- Construction
  - Mounted on the left side of the padmount enclosure when facing Way 1 for double side
  - 304 stainless steel with utility green powder coat finish
  - Padmount style door
  - Heater and Thermostat
  - Rain gutter and vandal guard built into design of low voltage cabinet
  - Connectors will be located on the bottom of the control cabinet
  - Cable enclosure will protect and enclose connectors to the high voltage enclosure
- Connections on control cabinet
  - (3) 6 pin Connectors – Status from Ways 1, 2, & 4
  - (1) 6 pin Connectors – Status and Trip from Way 3
  - (1) 4 pin Connectors – CT Inputs from Way 3
  - (4) 7 pin Connectors - Motor Operators – power and status
  - (2) 3 pin Connector - AC voltage inputs from PTs for control power
  - (1) Cord grip for communications
- Cables
  - (3) M/F cables for Status
  - (1) M/F cables for Trip and Status
  - (1) M/F cables for CT inputs
  - (1) F plug / pigtail – for 120v AC voltage input from external PT

- Proposed control cabinet per Eaton ISG-SD drawing # CA-20183-SCH with the following modifications:
  - Remove: One SEL 751 relay and test switch

Item #5C – 15 kV Potential Transformer

- XXXXX kV / XXXX volts line to ground (Customer to provide)
- Includes: Padmount cradle and bracket with horizontal facing terminations
- **Requires but not supplied with switchgear:**
  - **ETPs to be installed on back of 600-amp T-bodies and Fused Elbow on "B" phase of both Source Ways. ETPs and 200A elbows for installation on potential transformer.**

Alternate Bid Group B -- Switchgear Package #5 – ISG Catalog # P43106666-30X-A01-
P0 Unit price: $ 136,089.01 net each with freight prepaid
Lot Price: $ 1,360,890.10 lot price for (10) assemblies

Item #6 -- Extended Warranty Option – Alternate Bid Group A & B
Cooper Power System's Standard warranty period is the shorter of twelve (12) months from date of installation or eighteen (18) months from the date of shipment. Customer may purchase extended warranty periods in one-year increments at a cost of 2% of the **order value** per year (e.g., 1-year – 2%; 2-year – 4%, 3-year – 6%).

For Alternate Bid Group A and Group B, customer is requesting a 2-year extended warranty.
The extended warranty price = 4% of $2,822,775.00 (order value) = $112,911.00

Approval Drawings: For Item #4 and Item #5, first article submittal drawings for approval will be issued within 6-8 weeks after receipt of acceptable purchase order. Engineering department will assign appropriate catalog number for this switchgear assembly at that time. Note: Drawing approvals are only required on the initial order

Note: When the order is *Hold for Approval Drawing Submittal*, the Approval Drawings must be returned to the submitting sales office with a *Release for Manufacture* within 60 days. Should the Release for Manufacture arrive after 60 days, an escalation schedule shall be applied as follows:

- Greater than 60 days – 2% total price escalation
- Greater than 90 days – 3% total price escalation
- Greater than 120 days – 4% total price escalation
- Greater than 150 days – Order cancelled with payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

Manufacturing Lead-time: For items #4 and #5, standard manufacturing lead-time is 35 weeks after receipt of signed approved drawings.

Project Benchmark Schedule: Based on the lead times presented above, estimated placeholder for customer to approve and return submittal drawings, and the volume of switchgear associated with this opportunity (20 units, 10 units per Bid Group), we would ship in releases per the estimated project schedule below:

Week 0 – Receipt of acceptable purchase order
Week 6-8 – Submittal Drawings prepared and sent to customer for approval.
Week 8-10 – Customer to review, approve, sign, date and return submittal drawings. Production phase commences
Week 43-45 – Release #1 -- Material is tested, packaged, and shipped – Qty 4
Week 46-48 – Release #2 – Material is testing, packaged, and shipped – Qty 4
Week 49-51 – Release #3 – Material is tested, packaged, and shipped – Qty 4
Week 52-54 – Release #4 – Material is tested, packaged, and shipped – Qty 4
Week 55-57 – Release #5 – Material is tested, packaged, and shipped – Qty 4

Note: All quoted lead times are based on current factory loading and are subject to change. Project schedule may be adjusted if Submittal Drawings & Customer Drawing Approval allocated time frames differ from above estimates. Pricing and lead times do not include the delays or costs associated with commodity scarcity, witness of testing or final inspections. If required, price consideration and ship date change may be considered.

Exceptions & Clarifications to the Tech Specification – Technical specification for furnishing 15kV Padmount Switchgear, Specification 33 01 01

Below please find Innovative Switchgear's list of exceptions and clarifications to the referenced switchgear specification. **Please note the exceptions and clarifications listed pertain only to Group A & B. For the alternate bid Eaton-ISG is taking complete exception since the SEL relays being asked for are not listed in the spec.**

Section 5.2	Exception: Eaton-ISG is proposing a three phase only solution. Eaton-ISG does not have a single phase mechanism.
Section 5.4	Exception: Eaton-ISG does not require any semi conductive layer epoxy as the 304 Stainless steel switch tank provides a solid ground plane that cannot be damaged like the semi conductive layer can on other solid dielectric switchgear.
Section 9.4	Clarification: Eaton-ISG is proposing a solution with 20" in each compartment for rubber good stacking. Eaton-ISG cannot provide 22" unless we move to a larger enclosure that would no longer fit on the pad shown in the specs.
Section 9.5	Exception: Eaton-ISG does not have a hinged cabinet top.
Section 9.6	Clarification: Eaton-ISG will provide a ½" ground copper rod on both sides of the switch for grounding.
Section 11.3 & 11.4	Clarification: Eaton-ISG is proposing a three phase only solution.
Section 12.2	Clarification: Eaton-ISG semaphore shows Open and Close. There is not a "Trip" portion on the semaphore. To know if a trip has occurred the end user will see that the handle operator position and semaphore will not match, indicating the mechanism has tripped open.
Section 12.5	Exception: Eaton-ISGs handle operator will not move when a fault has occurred since the mechanism is a "trip free" mechanism and will open independently of the handle operator.
Section 13.4	Exception: Since this is a CT powered relay set up there is no comms for remote monitoring and therefore cannot provide remote monitoring of the vacuum bottle contacts.
Section 13.6	Clarification: Eaton-ISG visible break is operated via the handle operator. The visible open and vacuum bottle are in series with each other and are operated by one handle operator that moves up and down.
Section 14.2	Clarification: Eaton-ISG is proposing a 600:1 CT solution. We do not utilize 1000:1 CTs
Section 14.2.3	Exception: Minimum pick up threshold for Eaton-ISGs CT powered relay is .1In
Section 14.2.6	Clarification: Eaton-ISGs CT powered relay is programmable and does not require modules.
Section 14.2.8	Exception: Changing of the ground trip programming will need to be down via a laptop and plugging into the relay and updating the programming.
Section 15.1	Clarification: Eaton-ISG complies with IEEE C57.12.28
Section 18.5	Exception: Eaton-ISGs design is not modular and is a sealed tank design that is not required to be x-ray for voids.

Product/Design Testing

WITNESS / INSPECTON VISIT:	$4,500.00 USD per unit, +1 week adder to mfg. lead time
Customer Witness of Routine Test/Final Inspect:	$4,000.00 USD per unit, +1 week adder to mfg. lead time
Customer Final Inspection:	

IMPORTANT: Witness (FAT) or Inspection Tests should be placed at time of original switchgear order. If ordered later, it must be done at a minimum of 8 weeks in advance of estimated shipping date. Consult the factory for details.

Commercial: In the event Buyer cancels this agreement after award, Buyer may terminate upon payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs.

Proposal Details

Terms of Sale:	FOB Destination, Freight Allowed
Payment Terms:	Net 30 days from invoice date
Proposal Valid Through:	June 30, 2026

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components or power distribution products in their entirety.

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

- Valid and current contract or quote number
- Shipping Notes (if required)
    - If shipping collect an account number must be provided
    - If shipping third party a payer address is needed
    - If shipping direct to the end user, provide an address, contact name and contact number
    - If shipping complete, this must be noted
- Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.
- Lead-times
    - Please note when the customer needs the material
    - If expedited lead-times have been committed, please note who you received the lead-time from and what the commitment was.

Terms and Conditions

1. **Applicable Terms and Conditions**

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller#s products and/or services (#Products#). No additional or different terms or conditions, whether contained in Buyer#s purchase order form or in any other document or communication pertaining to Buyer#s order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller#s order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. **Price, Payment Terms, and Title**

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer#s expense. A service charge of $25 will be assessed for any order less than $250. Seller requires a minimum $100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer#s terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer#s terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its paymentobligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller#s execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. **Delivery and Risk of Loss**

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller#s facility. Products will be packed in Seller#s standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller#s best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer#s obligation to make all related payments. Seller#s obligations under these terms and conditions will be dependent upon Seller#s ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. **Acceptance**

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. **Limited Warranty**

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller#s official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTIBILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. **LIMITATION OF LIABILITY**

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER#S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER#S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. **Cancellation and Return of Products**

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. **Force Majeure**

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer#s control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force

Majeure Event. Should Seller be prevented from completing Buyer#s order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. **Work Product**

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. **Confidentiality**

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer#s employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller#s written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. **Patent Indemnity**

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. **Changes in Product Design or Manufacture**

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. **Software License**

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. **Compliance with Laws**

Buyer shall comply with all laws and regulations applicable to Products including all applicable import and export laws and regulations.Buyer and Buyer#s Agent shall provide all information requested by Seller relating to Seller#s voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer#s or Buyer#s Agent#s failure to provide the information requested by Seller.

15. **Waiver**

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiverwith respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. **Language**

The parties have expressly required that these terms and conditions beprepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émisaux termes des présentes soient rédigés en langue Anglaise.

17. **Choice of Law and Dispute Resolution**

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller andBuyer are incorporated under the laws of Canada or a province of Canada,these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal lawsof Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. **Assignment**

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller#s prior written consent.

19. **Severability**

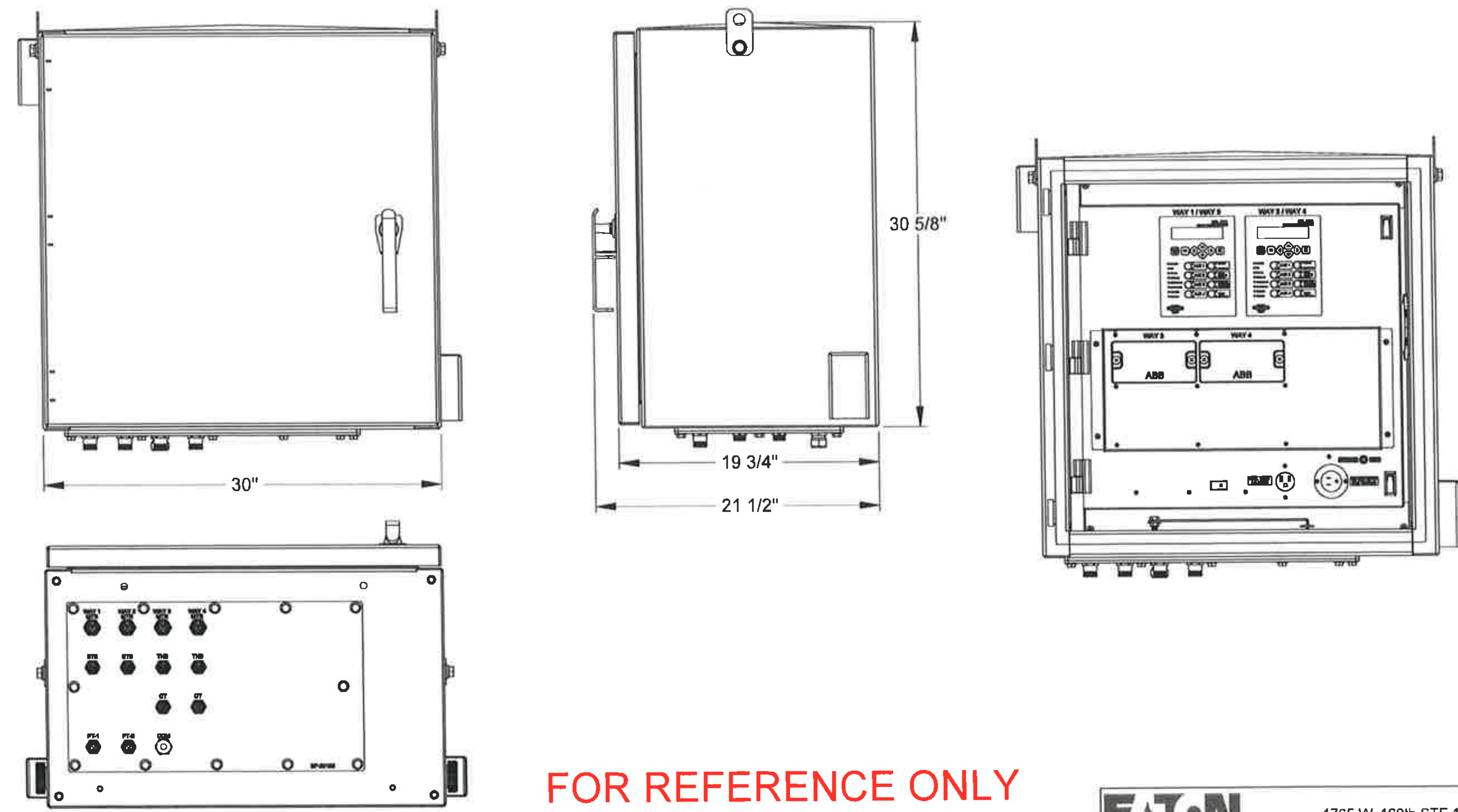
If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CPS 04092020

20. **Epidemic**

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

REVISIONS

REV.	DESCRIPTION	INITIALS	DATE
1-02	PP-11439 WAS PP-11266	MB	23 JUL 2025
1-03	SHEET 4 COM BOM CORRECTION	KY	12 AUG 2025



FOR REFERENCE ONLY

EATON CONFIDENTIAL	ENG K YANG	DATE 13 FEB 2025	CONTROL CABINET, MAIN ASSEMBLY, 4 WAY, (2) 751 RELAYS, (2) FT-1 SHORTING	1 OF 11
	DRAWN K YANG	DATE 13 FEB 2025	PART NUMBER CA-20183-SCH	REV 1-03
	ENG APPR	DATE		

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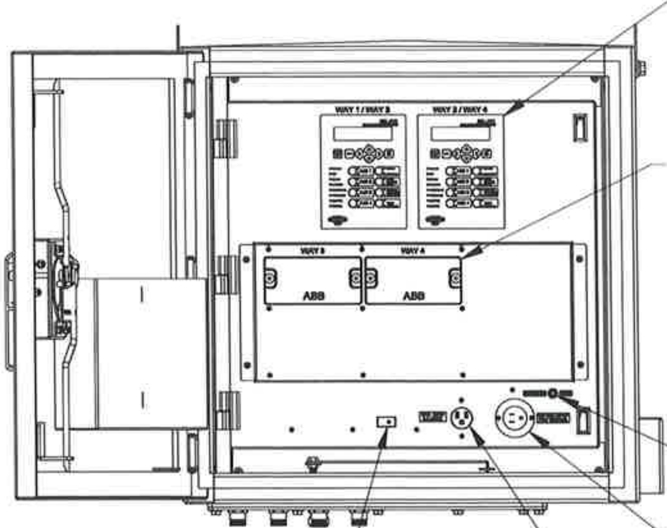
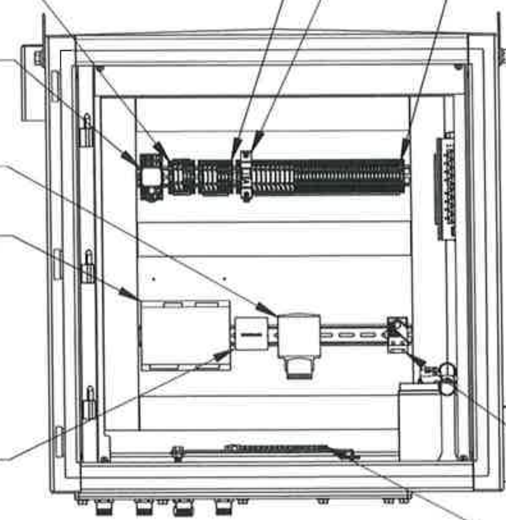
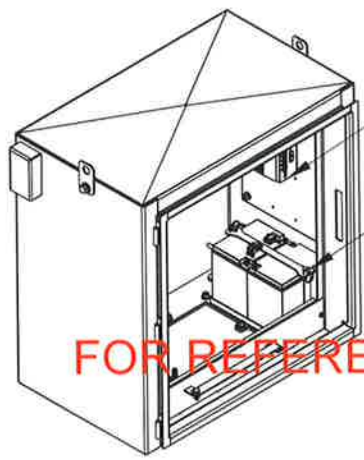
1765 W. 160th STE 100
Broomfield, CO 80023





INSIDE VIEW
BOTH DOORS REMOVED



FOR REFERENCE ONLY

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EATON
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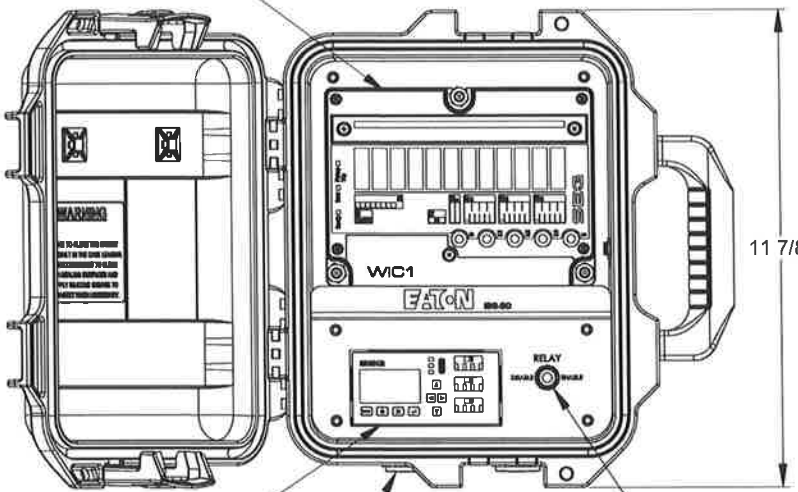
1765 W. 160th STE 100
Broomfield, CO 80023

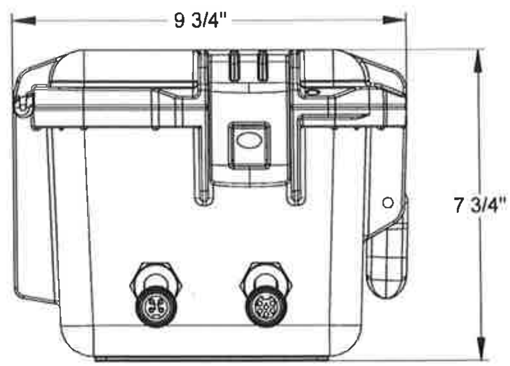
	PART NUMBER	REV
3 OF 11	CA-20183-SCH	1-03

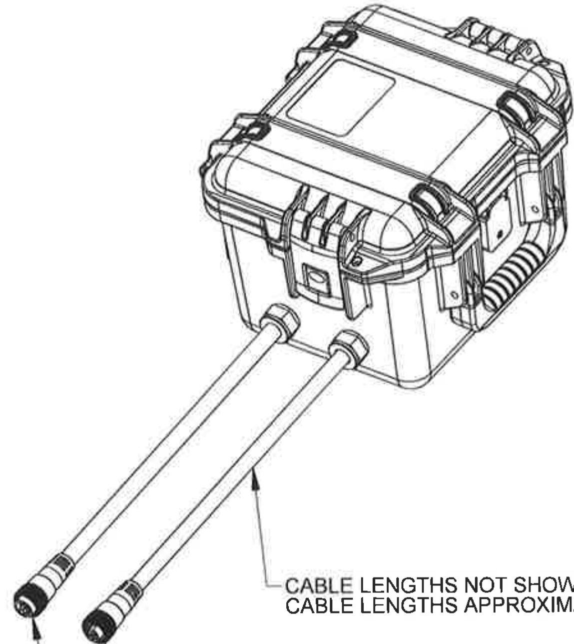
NOTE: RELAY PACKAGE INCLUDES CAB-0175: USB TYPE A TO USB TYPE C CABLE

APPROXIMATE WEIGHTS
RELAY ASSEMBLY: 18 LBS
CABLES: 3 LBS EACH

REVISIONS			
REV.	DESCRIPTION	INITIALS	DATE
1-02	MOVED CASE MOUNT TO FA A0 LEVEL	MB	01 AUG 2025







WARNING

FAILURE TO CLEAN THE GASKET MAY RESULT IN THE CASE LEAKING. IT IS RECOMMENDED TO CLEAN BOTH SEALING SURFACES AND REAPPLY SILICONE GREASE TO THE GASKET WHEN NECESSARY.

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1765 W. 160th STE 100
Broomfield, CO 80023

PART NUMBER: FA-10214

DESCRIPTION: FINAL ASSEMBLY, RELAY, CT POWERED
CT POWERED

ENG	M BORDIER	DATE	29 JAN 2025
DRAWN	M BORDIER	DATE	29 JAN 2025
ENG APPR		DATE	

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

UNLESS OTHERWISE SPECIFIED TOLERANCES ARE: ± 1/16

ALL DIMENSIONS PER ASME Y14.5 1994 — B

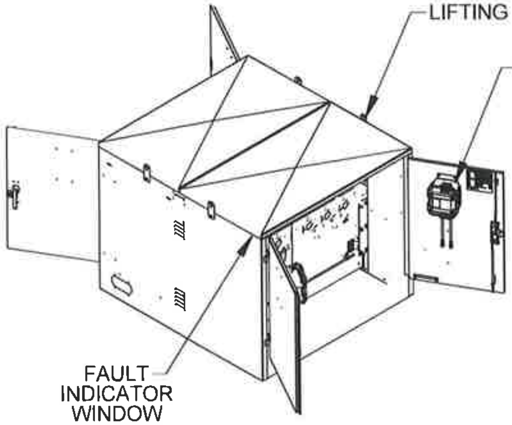
DRAWING NUMBER: FA-10214-OL — REV 1-02

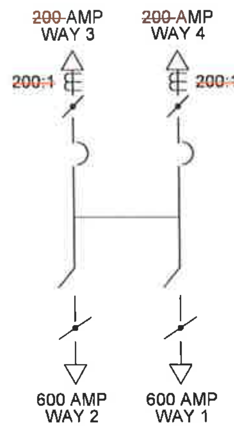
DO NOT SCALE DRAWING — CAD FILE FA-10214-OL — 1 OF 1

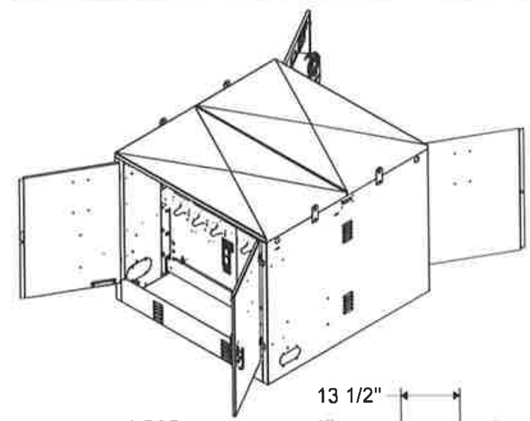
EATON CONFIDENTIAL

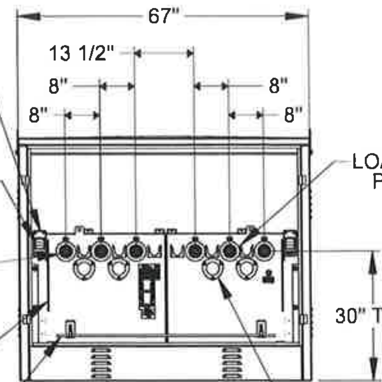
MATERIAL
FINISH
WEIGHT

REVISIONS			
REV.	DESCRIPTION	INITIALS	DATE
1-02	WAY 3 & WAY 4 UPDATED TO VOIP; FINISH NOTE UPDATED TO MUNSELL GREEN	KY	12 FEB 2025
~~1-03~~	~~FA-10214 WAS REPLACED WITH FA-10221~~	~~MB~~	~~10 JUL 2025~~

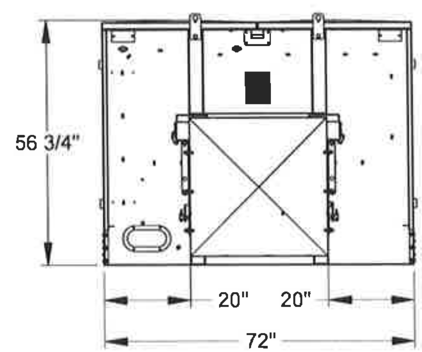




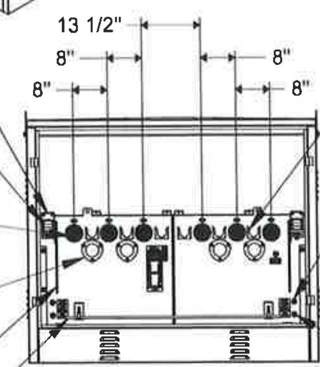




WAY 2 / WAY 1
FRONT VIEW
DOORS REMOVED
FOR CLARITY



SIDE VIEW
SIDE PANEL REMOVED
FOR CLARITY



WAY 4 / WAY 3
REAR VIEW
SIDE PANEL REMOVED
FOR CLARITY

MODIFICATIONS:
- **Update Way 3 & 4 to 600A with 600A bushings**
- **Update Way 3 & 4 CT ratio to 600:1**
- **Remove Internal Shorting Board reference on CT connector(s)**
- **Update Ratings to 15.5kV / 20kA**

BID GROUP A

FOR REFERENCE ONLY

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Powering Business Worldwide
1765 W. 160th STE 100
Broomfield, CO 80023

PART NUMBER
P42206622-103-A01-P0

EATON CONFIDENTIAL

MATERIAL	304 STAINLESS STEEL	
FINISH	MUNSELL 7GY 3.29/1.5	
WEIGHT	SEE NOTES	

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES

UNLESS OTHERWISE SPECIFIED
TOLERANCES ARE: ± 1/16

ENG	K YANG	DATE	30 JAN 2025
DRAWN	K YANG	DATE	30 JAN 2025
ENG APPR		DATE	

ALL DIMENSIONS PER
ASME Y14.5 1994

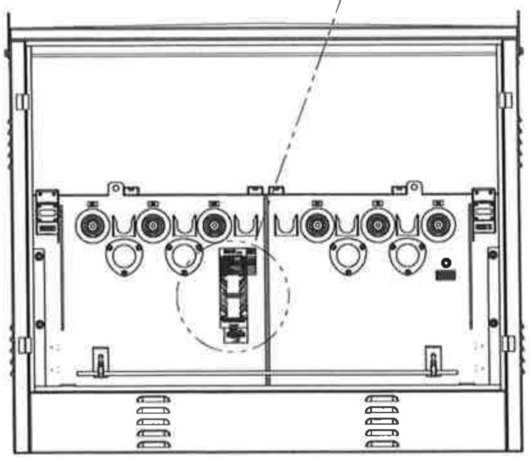
B

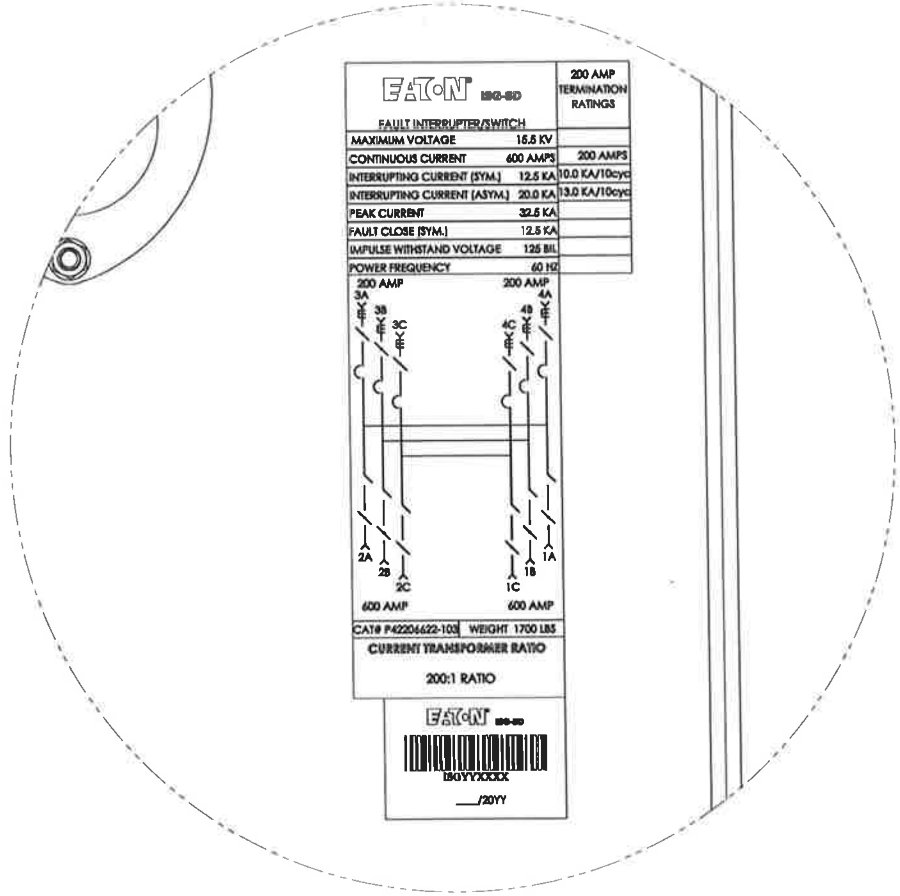
DESCRIPTION
PAD MOUNT, DOUBLE SIDED, 15.5KV, 12.5KA, 4WAY, 2WAY SWITCH, 2WAY VFI PROTECTED WITH VOIP

DRAWING NUMBER	REV
P42206622-103-A01-P0-OL	1-03

DO NOT SCALE DRAWING | CAD FILE P42206622-103-A01-P0-OL | 1 OF 4

A





DETAIL A
SCALE 1 : 2

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Broomfield, CO 80023

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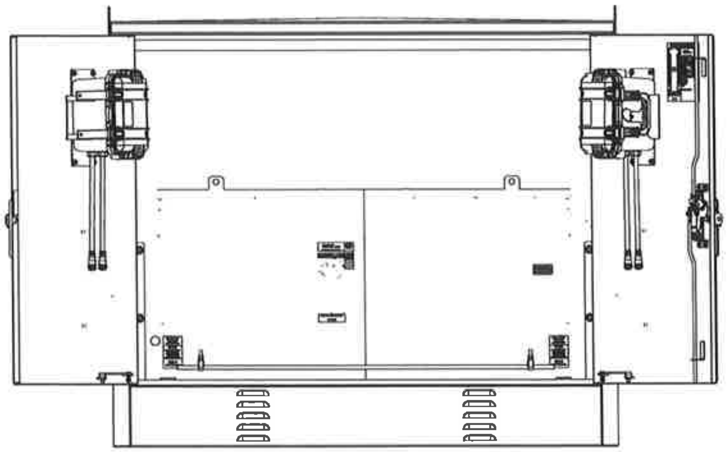
2 OF 4	PART NUMBER	P42206622-103-A01-P0	REV 1-03



PACKAGE INCLUDES (NOT SHOWN ON DRAWING)

(2) CT SHORTING PLUGS

APPROXIMATE SYSTEM WEIGHTS:
SWITCH TANK: 1700 LBS
ENCLOSURE: 925 LBS
RELAYS: 25 LBS EACH

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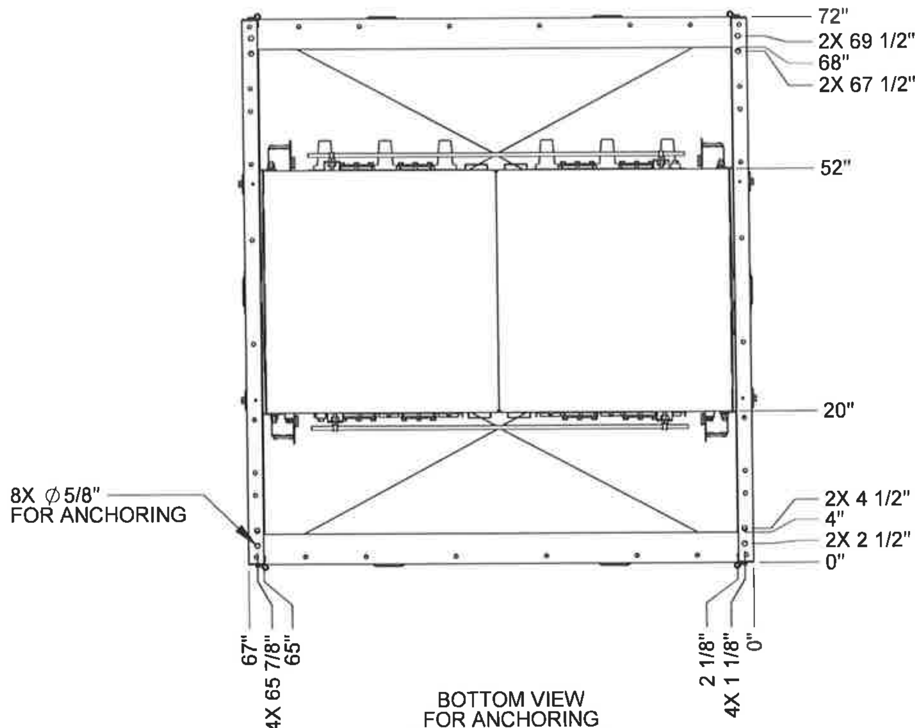
Broomfield, CO 80023

3 OF 4	PART NUMBER P42206622-103-A01-P0	REV 1-03



BOTTOM VIEW
FOR ANCHORING
AND CABLE CLEARANCE

1765 W. 160th STE 100
Broomfield, CO 80023

Powering Business Worldwide

EATON CONFIDENTIAL	4 OF 4	PART NUMBER P42206622-103-A01-P0	REV 1-03

00 41 01

BID FORM - SOLID DIELECTRIC PAD-MOUNT SWITCHGEAR (Per Unit Pricing)

*All bids shall be in U.S. Dollars in lawful money of the United States of America.

TO: Shakopee Public Utilities(SPU) (Hereinafter called the "Owner")

A. Bid Group **A** Base Bid - Total firm price to furnish and deliver Ten (10) three phase, solid dielectric pad-mount switchgear with two (2) switched ways and two (2) protected ways, complete with all parts and materials in accordance with the Specifications:

Quoted Price, not including performance and payment bond cost which is requested separately below. $ 1,043,193.72

$ one million forty three thousand one hundred ninety thee dollars and seventy two cents.

B. Bid Group **B** Base Bid - Total firm price to furnish and deliver Ten (10) three phase, solid dielectric pad-mount switchgear with three (3) switched ways and one (1) protected way, complete with all parts and materials in accordance with the Specifications:

Quoted Price, not including performance and payment bond cost which is requested separately below. $ 977,539.27

$ nine hundred seventy seven thousand five hundred thirty nine dollars and twenty seven cents.

C. Bid Group **A** Alternate Bid - Total firm price to furnish and deliver Ten (10) three phase, solid dielectric pad-mount switchgear with two (2) switched ways and two (2) protected ways, complete with all parts and materials in accordance with the Specifications including the use of manufacturer suggested SEL relays and all supply power considerations in a cabinet connected to the side of the switchgear:

Quoted Price, not including performance and payment bond cost which is requested separately below. $ 1,461,884.82

$ one million four hundred sixety one thousand eight hundred eighty four dollars and eighty two cents.

D. Bid Group **B** Alternate Bid - Total firm price to furnish and deliver Ten (10) three phase, solid dielectric pad-mount switchgear with three (3) switched ways and one (1) protected way, complete with all parts and materials in accordance with the Specifications including the use of manufacturer suggested SEL relays and all supply power considerations in a cabinet connected to the side of the switchgear:

Quoted Price, not including performance and payment bond cost which is requested separately below. $ 1,360,890.05

$ one million three hundred sixety thousand eight hundred ninety dollars and five cents.

E. Bid Group **A** Alternate Bid (Optional Additional Purchase) - Total firm price to furnish and deliver Fifteen (15) three phase, solid dielectric pad-mount switchgear with two (2) switched ways and two (2) protected ways, complete with all parts and materials in accordance with the Specifications. The Owner reserves the right to include this item, in whole or in part, as an addition to the Base Bid:

Quoted Price, not including performance and payment bond cost which is requested separately below. $ 1,564,790.58

$ one million five hundre sixety four thousand seven hundred ninety dollars and fifety eight cents.

F. Bid Group **B** Alternate Bid (Optional Additional Purchase) - Total firm price to furnish and deliver Eight (8) three phase, solid dielectric pad-mount switchgear with three (3) switched ways and one (1) protected way, complete with all parts and materials in accordance with the Specifications The Owner reserves the right to include this item, in whole or in part, as an addition to the Base Bid:

Quoted Price, not including performance and payment bond cost which is requested separately below. $ 782,031.41

$ seven hundred eighty two thousand thirty one dollars and forty one cents.

G. Bid Group **A** Alternate Bid (Optional Additional Purchase) - Total firm price to furnish and deliver Fifteen (15) three phase, solid dielectric pad-mount switchgear with two (2) switched ways and two (2) protected ways, complete with all parts and materials in accordance with the Specifications including the use of manufacturer suggested SEL relays and all supply power considerations in a cabinet connected to the side of the switchgear. The Owner reserves the right to include this item, in whole or in part, as an addition to the Base Bid:

Quoted Price, not including performance and payment bond cost which is requested separately below. $ 2,192,827.23

$ two million one hundred ninety two thousand eight hundred twenty seven dollars and twenty three cents.

H. Bid Group **B** Alternate Bid (Optional Additional Purchase) - Total firm price to furnish and deliver Eight (8) three phase, solid dielectric pad-mount switchgear with three (3) switched ways and one (1) protected way, complete with all parts and materials in accordance with the Specifications including the use of manufacturer suggested SEL relays and all supply power considerations in a cabinet connected to the side of the switchgear. The Owner reserves the right to include this item, in whole or in part, as an addition to the Base Bid:

Quoted Price, not including performance and payment bond cost which is requested separately below. $ 1,088,712.04

$ one million eighty eight thousand seven hundred twelve dollars and four cents.

1. Note: Bidder shall assume highest cost of line A & B or C & D for the bid bond. Payment and performance bonds shall be based on the actual quantity ordered. This language replaces the bond quantity information noted in the Summary of Work, section 00 11 00, item 1.2.E

2. Note: Owner may choose any combination of one or more of the bid options listed in this bid form.

3. Bond cost

   a. Performance bond if required by the Owner $ $4 for every $1,000 being bid if the warranty/contract is under 3 years.

   b. Payment bond if required by the Owner $ $7 for every $1,000 being bid if the warranty/contract is 3 years or longer.

4. State mfr's standard length of warranty included with bid ______12/18 Months (see quote)____________________

5. Optional price for extended warranty

   a. Warranty Period: __________ $___2%/year_____

   b. Warranty Period: __________ $_____2%/year_____

6. Manufacturer Estimated Delivery timeframe:

   Shipping After Receipt of Order (ARO): ____25/35________ Weeks

7. List items which will be shipped unassembled and require assembly in the field:

   __________NA________________________________

8. Shop drawing submittal schedule:

   For Review ARO: ______6-8 weeks___

   Final ARO: 2 weeks after approval

9. Product data

   a. Manufacturer _______Eaton ISG__
   b. Factory location ___Dacona, CO_____
   c. Manufacturer's type designation ____See Quote____
   d. Exterior Finish __See Quote______
   e. Weight:
      i. Shipping weight ___See Quote______
      ii. Total weight ___See Quote______

f. Overall dimensions (inches):

i. Length 72

ii. Height 57

iii. Width 67

g. Ratings:

i. Maximum voltage 15.5 kV

ii. BIL 125 kV

iii. Continuous current 600A

iv. Short circuit current at rated maximum voltage 20 kA Symetrical

v. Interrupting time (cycles) See Quote

vi. Maximum symmetrical interrupting capability 20 kA

vii. Three-second short circuit current carry capability 20 kA

Closing and latching capability 52 kA Peak

h. Shipment:

i. F.O.B. destination? Yes/No yes

10. Does the quoted equipment fit on the standard box pad foundation?: (Yes/No) yes

11. The equipment proposed is in accordance with the specifications: (Yes/No) No

(If not, list all exceptions on a separate sheet & identify as "Exceptions")

12. Options:

[List as required for each application]

See Quote

THE FOLLOWING ADDENDA HAVE BEEN RECEIVED. THE MODIFICATIONS TO THE CONTRACT DOCUMENTS NOTED THEREIN HAVE BEEN CONSIDERED AND ALL COSTS THERETO ARE INCLUDED IN THE BID PRICE.

Date	Addendum #
	NA

(a) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the materials and equipment.

(b) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(c) BIDDER certifies that this proposal is made and submitted without fraud or collusion with any other firm or corporation whatsoever. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

(d) The BIDDER acknowledges the right of the OWNER to reject any or all Bids, waive any irregularities or informalities and award the Contract as may be in the interests of the OWNER and this may not be the lowest cost Bid.

Shakopee Public Utilities(SPU) is a tax-exempt entity. Tax exempt information can be provided to the successful Bidder if required.

The following documents are attached to and made a condition of the this bid.

Required bid security in the form of a Bid Bond or Certified Check, being at least five percent (5%) of the amount bid, and made payable to the OWNER.

SELLER: Border States

ADDRESS: 11927 53rd St NE, Albertville, MN 55301

AUTHORIZED REPRESENTATIVE: Tyler Bitz

SIGNATURE: Tyler Bitz

DATE: 3/30/2026

TITLE: Sales Manger

TELEPHONE NUMBER: 503-966-6392

Proposal contact person: Ethan Sweet

Email address of proposal contact person: esweet@borderstates.com

Phone number of proposal contact person: 218-330-7625