

AUTOMATED METERING INFRASTRUCTURE AGREEMENT

This Automated Metering Infrastructure Agreement is made and entered into this 16th day of December, 2024 ("Effective Date"), by and between:

WESCO Distribution, Inc., a Delaware corporation, and its affiliates and subsidiaries
(Referred to herein as "Wesco")

And City of Anoka

(Referred to herein as "Purchaser")

Collectively, Wesco and Purchaser may be referred to as "Parties."

WHEREAS, Purchaser desires to implement a communication system comprised of equipment and software that provides for two way communication with utility meters and other devices (the "System"); and

WHEREAS, Purchaser desires for Wesco to provide the following (only the checked items are applicable):

- Materials: Equipment and software required for the System as provided further in Exhibit A.
- Services: Installation and servicing of the System as provided further in Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the Parties agree as follows:

1. **Definitions.** The following words and phrases shall have the following meanings for the purposes of this Agreement.
 - a) "**Agreement**" means this document and the following exhibits, with this document to supersede all inconsistencies thereto, all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein; provided that if Materials is not checked above, then Exhibit A shall not be applicable, and if Services is not checked above, then Exhibit B shall not be applicable:
 - Exhibit A - Materials Quantities and Pricing
 - Exhibit B – AMI Services and Statement of Work
 - Exhibit C – License Agreements and Warranties (C1 to C07)
 - Exhibit D – Requirements
 - Exhibit E - Honeywell Roadmap and System Support Commitment
 - b) "**Materials**" means the equipment, software and related materials to be delivered to Purchaser as described on Exhibit A.
 - c) "**Wesco Personnel**" means all employees and contractors of Wesco assigned by Wesco to provide Services pursuant to this Agreement. Wesco Personnel shall not include any Purchaser Personnel.

- d) "Project Schedule" shall mean the schedule developed in accordance with Section 4, below.
 - e) "Purchaser Personnel" means all employees of Purchaser, Purchaser's subcontractors and their employees, or any other persons or entities assigned by Purchaser to provide materials, services or labor in furtherance of the installation, deployment and use of the System. Purchaser Personnel shall not include any Wesco Personnel.
 - f) "Services" shall mean those services to be performed by Wesco as described herein and in Exhibit B.
 - g) "Special-Order Products" shall mean any product (i) that Wesco procures or specially stocked for Purchaser (including products that are custom made, modified, altered, or includes special features), (ii) not readily saleable by Seller to other customers, or (iii) identified by Wesco as non-cancelable or non-returnable.
 - h) "Work" shall mean the furnishing of Materials and Services, as described in Exhibits A and B; provided that (i) the portions of this Agreement relating solely to the delivery of Materials shall not be applicable and the delivery of Materials shall be excluded from the term "Work" if the Materials box is not checked above, and (ii) the portions of this Agreement relating solely to the provision of Services shall not be applicable and the provision of Services shall be excluded from the term "Work" if the Services box is not checked above.
2. Work. Wesco agrees to provide the Work, and Purchaser agrees to provide all necessary management, supervision, cooperation, resources and materials required (but not supplied by Wesco hereunder) to permit Wesco to provide the Work, including but not limited to:
- a) providing Wesco, in a timely manner and at no cost to Wesco, with all the assistance, information, data and materials specified in Exhibit A and/or B, or which Wesco reasonably requests for the performance of the Work;
 - b) agreeing to execute and be bound by the provisions of any direct license agreements applicable to software provided to Purchaser, if any, in connection with the System;
 - c) providing Wesco Personnel with access to Purchaser's property and Purchaser Personnel as may be necessary for Wesco to perform the Work;
 - d) complying with all applicable federal and state laws and regulations, and complying with Wesco's and its sub-contractors reasonable safety requests;
 - e) devoting sufficient time and resources, including qualified personnel, to perform its obligations in accordance with this Agreement; and
 - f) ensuring that Purchaser Personnel cooperate with Wesco to facilitate Wesco's timely and efficient performance of its obligations under this Agreement.
3. Term. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect until the earlier of (i) completion of the Work or (ii) termination in accordance with the terms of the Agreement (the "Term").
4. Time for Performance.
- a) Wesco and Purchaser shall meet promptly following the execution of this Agreement to discuss a Project Schedule and related matters. Wesco and Purchaser shall designate project managers who shall have primary responsibility for monitoring the Project

Schedule to ensure that the milestone and/or delivery dates shown in the Project Schedule are met. Wesco shall use commercially reasonable efforts to perform the Work within the timeframes set forth in Exhibits A and B. Purchaser understands and agrees that the ability of Wesco to furnish the Work within such timeframes is partially dependent upon the timely issuance of purchase orders by Purchaser (if required) and the timely performance of Purchaser's obligations hereunder.

- b) Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by unavoidable delays in shipment, delivery or taking receipt of any items sold hereunder caused by Wesco's suppliers, or loss or damage thereto, acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or unavoidable delay by supplier, unavoidable delays in transportation or uncontrollable difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. If a delay prevents Wesco from installing Materials or providing other Services, Purchaser shall not be responsible for payment until Materials are installed or Services are performed.

- 5. Purchase and Sale; Returns. Purchaser agrees to purchase the Materials and Services, as set forth in Exhibits A and B, from Wesco. Wesco agrees to sell to Purchaser the Materials and Services at the prices and in the quantities set forth on Exhibits A and B, as applicable, on the terms and conditions set forth in this Agreement.

No credit for Materials returned by Purchaser shall be given without Wesco's prior written authorization. All returns are subject to a restocking charge and Wesco's return policy found at www.wesco.com/doing-business-with-us. Returns of incompatible, damaged, defective or malfunctioning materials shall not be subject to a restocking fee.

- 6. Invoicing and Payment.

- a) Materials. Wesco shall invoice Purchaser for Materials in accordance with Exhibit A. Any change in quantities or destination may result in a price adjustment by Wesco. Wesco reserves the right to update its price in the event of any increase in tariffs, levies, duties, importation cost or charges, or a material exchange rate fluctuation. If Wesco becomes aware of any new tariffs, Wesco shall alert Purchaser to the effect of those tariffs in a commercially reasonable time. Wesco will use all reasonable efforts to place orders to mitigate the impact of the tariffs. If applicable tariffs make the project as a whole unaffordable, in Purchaser's sole discretion, Wesco and Purchaser shall work in good faith to mitigate the effects of the tariffs and, if necessary, to wind down the project.
- b) Services. Wesco shall invoice Purchaser for Services in accordance with Exhibit B.
- c) Payment. Unless otherwise stated, invoices are due thirty (30) days from invoice date. The maximum allowable charge and/or interest allowed by applicable laws shall be applied to all undisputed past due amounts commencing from the due date of the invoice until paid. Wesco shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price.
- d) Purchaser's Credit. If Purchaser's credit becomes unsatisfactory in Wesco's sole discretion, Wesco reserves the right to restrict any order upon notice to Purchaser.

Purchaser certifies that it is solvent and that it will immediately advise Wesco if it becomes insolvent. Purchaser agrees to send Wesco written notice of any changes in the form of ownership of Purchaser's business within five (5) days of such changes.

- e) Special-Order Products. Purchaser agrees it (i) must take possession and accept delivery of any Special-Order Product within ninety (90) days upon completion of Wesco's delivery obligations or the Product being available for pick-up, as applicable, and (ii) cannot cancel any Order for Special-Order Product. If Purchaser (a) does not take possession and/or accepts delivery of any Special-Order Product upon completion of Wesco's delivery obligations or the Special-Order Product being available for pick-up, as applicable, or (b) cancels an Order for Special-Order Product, Purchaser shall then pay any associated cancellation fees, including, but not limited to, any storage and transportation fees incurred by Wesco. Wesco may, in its discretion, require a non-refundable deposit for any Special-Order Product ordered by Purchaser. Wesco shall accept a return of up to fifty (50) Kampstrup meters per order with no fees. For Honeywell Products, up to 20% of an order for meters is cancelable up to ninety (90) days before the scheduled shipment date, provided that Purchaser pays a 30% cancellation fee. Orders that are within ninety (90) days of the scheduled shipment date are non-cancelable.
7. Title; Risk of Loss; Freight. Title to and risk of loss of Materials passes to Purchaser upon installation and acceptance. Freight will be prepaid by Wesco and invoiced back to Purchaser. All claims for shortage of Materials or for loss or damage to Materials for which Wesco bears the risk of loss shall be waived unless Buyer, within ten (10) calendar days after receipt of the shipment, gives Wesco written notice fully describing the alleged shortage or damage. Partial shipments are permitted upon mutual agreement of the parties.
8. Sales and Use Taxes. Wesco shall invoice to Purchaser any applicable state, county or local sales or use taxes applicable to the performance of the Work.
9. Substitution. Upon Purchaser's approval, Wesco shall have the right to provide substitute Materials for Materials specified on Exhibit A provided that such substitute Materials are functionally equivalent to the specified Materials. In the event of any such substitution, Wesco shall give Purchaser prompt written notice of its intention to make a substitution, which notice shall set forth the reason(s) for such substitution and shall contain a statement that the substitute Materials are functionally equivalent to the specified Materials and providing disclosure of warranty terms and conditions applicable to each such substitute Materials, if different than the terms and conditions applicable to the specified Materials. Any substitution will be subject to acceptance and approval of Purchaser.
10. Warranties.
- a) Materials. Wesco is a reseller of goods only, and as such does not provide any warranties for the Materials it supplies hereunder. Wesco shall pass through to Purchaser any transferable manufacturer's standard warranties with respect to Materials purchased hereunder. PURCHASER SHALL, WITH WESCO'S ASSISTANCE, SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF MATERIALS, AND THESE WARRANTIES SHALL BE THE EXCLUSIVE RECOURSE OF PURCHASER FOR DEFECTIVE MATERIALS. THE WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND WESCO DISCLAIMS AND PURCHASER WAIVES, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE). IN THE EVENT DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED IN THE GOVERNING JURISDICTION, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL

BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).

b) Services. With respect to Services to be performed by Wesco under this Agreement, Wesco warrants that the Services shall be performed in a professional, competent and workmanlike manner by Wesco Personnel appropriately qualified and trained to perform such Services. Purchaser acknowledges and agrees that, in performing the Services, Wesco will rely upon the accuracy and completeness of the information and data provided by Purchaser and that Wesco's performance is partially dependent on Purchaser's provision of complete and accurate information and data. PURCHASER AGREES THAT WESCO WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS (INCLUDING BUT NOT LIMITED TO, ANY OBLIGATION OF WESCO ARISING FROM TORT OR STRICT PRODUCT LIABILITY CLAIMS OR FOR LOSS OF USE, REVENUE OR PROFITS, OR CONSEQUENTIAL DAMAGES) SUFFERED BY PURCHASER OR ANY THIRD PARTY, DIRECTLY OR INDIRECTLY, DUE TO ANY SUGGESTION, ADVICE, OR RECOMMENDATION PROVIDED BY WESCO. In the event of a breach of the foregoing warranties relating to Services occurs within three (3) months from the project completion, Wesco shall, at its sole cost and expense and as Purchaser's sole and exclusive remedy, re-perform such Services. Notwithstanding the foregoing, Wesco shall charge Purchaser standard rates for all Services required as a result of defective Materials or other warranty claims against the manufacturer. WESCO EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO SERVICES.

c) Excessive Failure Warranty.

If within the Products warranty period, a Major Failure (as defined below) occurs Honeywell shall, at its option, replace or repair the returned defective Products and Wesco shall install the Products at no cost to Purchaser. The initial two and one-half percent (2.5%) of Product failures shall be covered by the standard Product warranty provision above. Major Failure reimbursements as described herein are not applicable to firmware defects which can be corrected via an over the air update. For avoidance of doubt, Wesco reported failures that were later determined as No Problem Found ("NPF") with this finding verified by City of Anoka, MN staff or engineers, will not count towards the Major Failure or be eligible for major/meter failure reimbursements. If Honeywell provides the remedy stated in this paragraph, any payment to Purchaser shall not exceed 100% of the total purchase price of impacted Products purchased by Owner under these terms and conditions.

"Major Failure" shall be defined as the same failure mode (as determined by Honeywell and City of Anoka, MN staff or engineer) that is proven and repeated, in the same Product over 2.5% percent of the installed base within any rolling twelve (12) month period.

11. Indemnity. For the purpose of this Section 11 only, "Purchaser Parties" shall mean Purchaser, its directors, officers, agents and employees, subsidiaries and affiliates; and "Wesco Parties" shall mean Wesco, its directors, officers, agents and employees and Wesco contractors and the contractor's directors, officers, agents and employees, and "Claims" shall mean third party claims, demands, suits or causes of action. The Parties' obligations under this Section 11 shall not be limited to their respective insurance coverage. Notwithstanding anything contained in this Agreement to the contrary, Purchaser is in no way waiving any of its Statutory limits of liability.

a) Subject to Section 18, Wesco shall indemnify, defend and hold harmless Purchaser Parties from and against any and all losses, costs, expenses (including reasonable

attorneys' fees), damages, and liabilities (collectively, "Damages"), arising from or in connection with any third-party Claim brought against the Purchaser Parties involving bodily injury (including death) or damage to tangible property to the extent arising from the negligence or willful misconduct of Wesco Parties in their performance of this Agreement. Wesco shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Purchaser, any suit or action brought against Purchaser Parties based upon such Claim.

- b) Subject to Section 18, Purchaser shall indemnify, defend and hold harmless Wesco Parties from and against any and all Damages, arising from or in connection with any Claim which is brought against the Wesco Parties for bodily injury (including death) or damage to tangible property to the extent arising from the negligence or willful misconduct of Purchaser Parties in the performance of this Agreement. Purchaser shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to Wesco, any suit or action brought against Wesco Parties based upon such Claim.

12. Confidentiality. The Parties agree that, as a result of the business relationship created by this Agreement, each Party will disclose certain non-public, proprietary information concerning its business to the other Party including, without limitation, financial information, pricing, sales and marketing materials, the Materials documentation, customer information and the terms of this Agreement (collectively, "Confidential Information"). Subject to applicable law, the receiving Party agrees to keep the Confidential Information confidential and not to disclose any of the disclosing Party's Confidential Information in any manner whatsoever except that the disclosing Party's Confidential Information may be disclosed by the receiving Party to those of its officers, employees and agents who have a business need to know the Confidential Information for the sole purpose of performing the receiving Party's obligations under this Agreement. Wesco may also disclose Purchaser's Confidential Information to its contractors and suppliers in connection with its performance of this Agreement. The receiving Party agrees to ensure that all persons who have access to the Confidential Information through it are informed of the confidential nature of the Confidential Information and directed to comply with the terms of this provision. The receiving Party's obligations with respect to non-disclosure of the Confidential Information will survive the termination of this Agreement for a period of three (3) years.

13. Publicity. Subject to applicable law, neither Party shall, without the express written consent of the other Party, make any news release, advertisement, or public communication regarding this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to satisfy such Party's (or such Party's parent company) obligations under any applicable law or requirement of any stock exchange, and subject to Section 12 above, Purchaser may publicize information that it deems necessary or appropriate to educate its customers concerning the System.

14. Minnesota Government Data Practices Act. The parties acknowledge that the Minnesota Government Data Practices Act is applicable to this Agreement and the parties shall comply with the applicable provisions thereof with respect to any information that qualifies as private or non public under the Act.

15. Insurance. In the event that Wesco's obligations hereunder require or contemplate the performance of Services on Purchaser's property or property of Purchaser's customers, Wesco agrees to provide the following insurance coverage:

- a) Commercial General Liability: \$1,000,000 each occurrence
 \$5,000,000 general aggregate
- b) Workers' Compensation: Statutory Limits

17. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that either Party may assign its rights under this Agreement to an Affiliate of such Party or to an entity acquiring all or substantially all of the assets of such Party without prior approval of the other Party. Any assignment by Purchaser will be subject to Purchaser's assignee meeting Wesco's credit requirements. In such an event, the assigning Party shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls a Party or which such Party owns or controls directly or indirectly, or is under common control directly or indirectly with such Party through a common parent company.

18. Representations.

- a) Wesco represents and warrants that Wesco has the authority to execute, deliver and perform its obligations under this Agreement;
- b) Purchaser represents and warrants that Purchaser has the authority to execute, deliver and perform its obligations under this Agreement, and that Purchaser has obtained all required regulatory approvals to enter into and to perform its obligations under this Agreement.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT FOR THIRD-PARTY PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS, THE TOTAL AGGREGATE LIABILITY OF WESCO TO THE PURCHASER FOR ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THE PRICE OF THE PRODUCT, SOFTWARE, OR SERVICE GIVING RISE TO THE CLAIM. IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF BENEFIT, LOSS OF PROFIT, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING.

20. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by overnight delivery service or United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below.

If to Wesco:

With a copy to:

Legal Department
WESCO Distribution, Inc.
225 W. Station Square Dr., Suite 700
Pittsburgh, PA 15219
CLC@anixter.wescodist.com

If to Purchaser:

Liz Douglas
City of Anoka, 2015 First Avenue, Anoka, MN 55303
LDouglas@ci.anoka.mn.us

21. Compliance with Laws. Purchaser and Wesco shall comply with all applicable federal, state and local laws, and ordinances in the performance of its duties under this Agreement.

22. No Third Party Beneficiaries. PURCHASER AND WESCO AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT PURCHASER AND WESCO ARE THE SOLE INTENDED BENEFICIARIES OF THIS AGREEMENT.
23. No Export. Purchaser shall not export or re-export, directly or indirectly, all or any part of the Materials or related technology obtained from Wesco under this Agreement except in accordance with applicable export laws and regulations of the U.S. Further, a purchaser that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
24. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota, without regard to conflicts of laws rules and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Anoka County, Minnesota, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
25. Independent Contractor. Wesco agrees to perform and provide the Work under this Agreement as an independent contractor and not as a subcontractor, agent or employee or Purchaser, its parent, subsidiaries, or affiliates.
26. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
27. Privacy. Each party shall comply with all applicable laws governing the collection, use and disclosure of personal data (as defined by applicable domestic and international data protection laws) and must obtain any required consents with respect to the handling of personal data as required by law. Purchaser acknowledges that Wesco is headquartered in the United States and operates globally, that data collected by Wesco from Purchaser in connection with these Terms may be transferred into and/or processed in the United States or other locations by Wesco or an authorized third party/subcontractor, and Purchaser expressly consents to such transfer and processing.
28. Software License. If applicable, Purchaser shall be granted a limited license to use any software strictly pursuant to the license agreement provided by the product or software manufacturer, and Purchaser shall be bound by and comply with and ensure that its customers comply with, at all times, any license terms pertaining to such product or software. If applicable, unless otherwise agreed to in writing, software associated with a product is licensed and not sold to Purchaser. Purchaser shall, and shall cause its Customers to (i) comply with any applicable laws, regulations, industry standards and third party rights in connection with its access to and use of the software; (ii) accept and comply with all obligations contained in the license agreement provided by the product or software manufacturer; and (iii) use reasonable and diligent efforts pursuant to industry standards to protect and maintain user information collected by Purchaser's applications, including personally-identifiable information, from unauthorized access or use. Purchaser shall not: (i) transfer, assign or sublicense the software, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, subscription, hosting, or outsourcing the software, except as specifically set forth herein; (ii) use the software for any unauthorized purpose; (iii) attempt to create any derivative version thereof; (iv) remove or modify any marking or notice on or displayed through the software or documentation; or (v) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form. In the event software and/or services are provided and accessed by Purchaser through the internet at a website provided by Wesco, Purchaser acknowledges and agrees that Wesco is not responsible for (i) Purchaser's access to the internet, (ii) any

breaches of security, interruptions and/or interceptions of information or communication through the internet, and (iii) changes or losses of data through the internet. Further, Purchaser acknowledges that security of transmissions over the internet cannot be guaranteed.

- 29. Intellectual Property Ownership. Each party shall retain ownership of all right, title and interest in and to its pre-existing intellectual property. Confidential Information, materials and/or deliverables. Purchaser grants to Wesco a fully paid-up, non-exclusive, non-assignable, non-transferable, non-sublicensable license to use Purchaser material to perform its obligations during the term of this Agreement. Services will not be interpreted as "work for hire".
- 30. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of the Agreement. No modification, amendment, revisions or supplements to this Agreement shall be enforceable unless in writing, signed by both Purchaser and Wesco. Wesco's execution of Purchaser's purchase order shall not be deemed, in and of itself, to evidence Wesco's assent to any terms and conditions contained or referenced thereon.
- 31. Suspension.
 - a) Right to Suspend. Purchaser will have the right to direct Wesco to suspend performance of the Work, in whole or in part, by giving written notice to Wesco specifying the extent to which the performance of Work is suspended pursuant to this Section 31 and the effective date of such suspension. The suspension will continue for the period of time specified in the written notice not to exceed thirty (30) days. Wesco will suspend performance of the Work under this Agreement, to the extent that the notice so specifies, on the effective date of the suspension, but will continue to perform any portion of the Work not so suspended.
 - b) Effect of Suspension on Schedule. Purchaser shall equitably adjust the scheduled date(s) for Wesco 's performance of the suspended Work, as set forth in this Agreement, to reflect the length of the suspension, and Purchaser shall reimburse Wesco for the reasonable additional costs incurred by Wesco as a result of the suspension.
- 32. It is understood and agreed, by and between the parties, that exhibits attached to this Agreement are intended to be incorporated into this Agreement and supplement and clarify the overall agreement between the parties. In the event of any conflict between any of said exhibits and this Agreement, the language in the conflicting exhibit shall control.

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

WESCO DISTRIBUTION, INC.

PURCHASER

By: 
Name: TYLER LUCIER
Title: VP SALES
Date: 12.27.24

By: 
Name: Phil Rice
Title: Mayor
Date: 12-16-2024