

RIGHT OF WAY MANAGEMENT SERVICES 2025

THIS AGREEMENT made and entered into January 1st, 2025 by and between City of Greenfield Power and Light, with its principal place of business in Indiana (hereinafter called "Company"), and Plant Growth Management Systems, an S-Corporation, with its principal place of business in Niles, Michigan (hereinafter called "contractor"). This agreement shall be evergreen, unless there are mutual changes discussed between parties.

Right-of-Way maintenance terms and limitations are described in **Section #1**. In order to provide tree growth regulator applications to the Company, parties to this agreement stipulate the following terms and limitations as listed in **Section #2**.

Section #1 Scope of Agreement

Category: Forestry Field Manager

Duties Include:

1. Planning necessary line clearance work. Necessary work is determined by the following field business criteria.
 - a. Will the tree be in the conductor within the maintenance cycle?
 - b. Is there a greater cost savings removing the tree rather than trimming?
 - c. Is the tree a safety hazard?
 - d. Is the tree within the "System Protection Zone" (will it affect the substation if the tree makes contact with the primary line)?
 - e. If the tree cannot or should not be removed and cannot be trimmed to obtain adequate clearance, should the tree be treated with a growth regulator?
 - Each decision is dictated by the management goals of the customer and the budget available during the maintenance cycle.
2. Making any and all customer contacts regarding removal of trees and brush
3. Auditing completed work and authorizing payment of work
4. Prepare and submit reports as requested to customer relating to the budget and progress of the maintenance program
5. Investigate customer concerns as needed

Hourly fee of \$73.60 includes trained Forestry Manager, cell phone, gas expense, and vehicle. Because of the unpredictability of gas prices, the Contractor may initiate a fuel surcharge if the cost exceeds \$5.10/gallon.

Category: Program Development/Consulting

1. Program Development and Professional Consulting that falls outside of the scope of the contract will be billed at an hourly fee of \$126.00.
2. Duties include:
 - Development of right-of-way management plan
 - Contract development

Category: Per-diem Charge when Applicable

1. There will be a per-diem expense to cover travel costs (i.e.: hotel/food/misc.) for forestry field manager(s) that are assisting the utility's assigned managing field forester. The cost equates to an additional \$15.00/hour per person for hours worked at the utility. PGMS reserves the right to reduce or waive the per-diem costs at its discretion.

Category: Additional Charges when Applicable

1. Additional charges for items related to facilitating the line clearance program such as tree marking paint, map copies, etc. (charges will be a direct pass through and receipts can be provided)
2. Drive time that is charged to the Company is port-to-port both ways for the Forest Field Manager(s). The drive time that is charged to the Company for Operations Manager, Program Consultant, and additional Forest Field Managers that require per diem costs, will be port-to-port one way only.

Category: Storm Damage/Emergency Response Expectations

1. The management work needed for Storm Damage/Emergency Response that falls outside of the scope of this contract will be billed separately at a regular hourly rate except for hours completed outside of normal working time (i.e.: night & weekends) or additional hours that exceed 40 hours per person per week, which will be billed at time and a half. In regards to the utilizing & reimbursing a Tree Contractor(s) for work completed on Storm Damage/Emergency Response work, it will be between the Company and the other contractor(s).

Section #2 Scope of Agreement

Category: Tree Growth Regulator Application

1. The regulation product used will be ShortStop TGR. All applications shall be completed via soil application.
2. Contractor shall provide the following "post application" information to Greenfield Power & Light.
 - a) Date of application
 - b) Amount of product applied
 - c) Expected date of re-application
3. Contractor shall be responsible for tagging the regulated trees with
 - a) Date of application
 - b) Applicators initials
 - c) Company name
4. Contractor shall be responsible for supplying customer contact information regarding questions about ShortStop TGR.
5. Contractor shall inspect all regulated trees before re-application to insure that re-application is needed.
6. The Contractor shall address resolution of property owner complaints, concerns or questions within two (2) working days.
7. All applications shall be completed using ShortStop TGR in a soil applied form.
8. Contractor shall adhere to all state and federal laws regarding pesticide application.
9. The contract price will be \$76.00 per tree on a production-based system (normal routine maintenance no less than 20 trees to apply within the maintenance cycle). When a tree requires a chemical volume of 5000 mLs or more for an application, the \$76.00 per tree will not be used, instead a flat fee of \$.016 per mLs will be applied to the cost.
10. In the event the annual number of trees falls below 20, the rate may be increased by 15%.

Insurance Requirements

1. The Contractor shall take out and maintain throughout the contract period insurance with the following minimum requirements:
 - a) Worker's compensation insurance covering all its workers, in statutory limits, who perform any of the obligations assumed by the Contractor under this agreement.
 - b) Public liability and property damage liability insurance covering all operations under this agreement; limits for bodily injury or death not less than \$1,000,000 for one person and \$1,000,000 for each accident; limits for property damage not less than \$1,000,000 for each occurrence and \$1,000,000 annual aggregate. The insurance required by this subparagraph shall name Company as additionally insured to the extent of any claim, demand or suit made upon or against Company arising out of any such occurrence.
 - c) Contractor agrees to hold City of Greenfield Power and Light harmless from any liability, which may arise as a result of the performance of its Forestry Field Manager's & Operations Manager's duties and/or its application of plant growth regulators.
 - d) Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired; public liability limits of not less than \$1,000,000 for one person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident.
 - e) The Company shall have the right at any time to require insurance coverage greater than those required above. In such event, the additional premium or premiums solely as a result of such additional insurance shall be added to the Contract price.
 - f) The Company requires that the policy include City of Greenfield Power and Light as "additionally insured"
 - g) All insurance policies required under this paragraph shall contain the appropriate endorsement, and cancellation and change language substantially equivalent to the following:

"This insurance will not be canceled by this insurance company nor any changes made in the policy which change, restrict, or reduce the insurance provided, or change the name of the insured, without first giving thirty (30) days notice in writing to City of Greenfield Power and Light, 333 South Franklin Street, Greenfield, IN 46140, as evidenced by return receipt of registered or certified mail."
 - h) The Contractor shall provide a certificate of liability insurance to the Company on an annual basis.

In Regards to Recruiting Contractors Employees

During the term(s) of this Agreement, any consecutive extension thereof, and/or for twelve (12) months following its termination, the Company may not directly or indirectly retain the services of or hire any of the Contractor's then current employee(s) for activities similar to that of the Agreement's contracted services. If the Company knowingly or unknowingly utilizes any of Contractor's then current employees for activities similar to that of the Agreement's contracted services, then the Contractor shall notify Company in writing that, in the Contractor's opinion, the provisions of this section have been breached. The Contractor will allow the Company to terminate utilization of such an employee within ten (10) days without any financial compensation to Contractor. If Company maintains that it is not in violation of this section and Company continues utilizing the services of said individual, Contractor may pursue all and any legal remedies available

to it. If, however, the Contractor is able to demonstrate a breach by the Company, the Contractor may not recover more than 15% of the sum paid to the said individual for the twelve (12) month period commencing ten (10) days after Contractor's written notice to Company of the alleged breach.

Contractual Rights

1. It is expressly understood and agreed between the parties hereto that this agreement is not exclusive and that the Company may in its sole discretion contract with other persons or corporations to perform similar services for it and/or perform such work itself.
2. In the event the Contractor shall violate any of the provisions of this agreement, the Company shall have the immediate right to cancel this agreement and to complete the work undertaken by the Contractor without incurring any liability to the Contractor, other than payment to the Contractor of the fair value to the Company of the work already performed prior to such cancellation.
3. Subject to the restrictions hereinabove contained in regard to subcontracting, this agreement shall be binding upon the successors and assigns of the parties hereto. This agreement shall become effective upon execution and shall continue until the work contemplated hereby has been completed to the reasonable satisfaction of the Company or until otherwise terminated in accordance with other provisions of this agreement, whichever first occurs. In the event either party becomes insolvent, a petition in bankruptcy is filed for or against either party, or either party is placed under state court receivership, then the other party, at its option, may forthwith elect to terminate this agreement without further liability to the other.
4. It is the intention of the parties that Contractor shall at all times and in all respects be deemed an independent, outside contractor in the performance of its duties and responsibilities hereunder. It shall have no authority to act for or bind the Company, except that which is expressly granted by the nature of the work. This Contract shall be interpreted in all respects to be consistent with such independent contractual relationship.
5. Contractor represents and warrants to Company that it is duly authorized to do business within the State of Indiana as of the date of execution hereof. Contractor covenants and agrees to maintain such status during the life of this Contract and that the individuals executing this agreement on behalf of Contractor are duly authorized so to act and bind Contractor. Company makes the same representations to Contractor.
6. This contract is not in any way intended to be a guarantee of work or revenues and is subject to business constraints of the Company.
7. The contractor hereby covenants on behalf of itself and its subcontractors not to discriminate against an employee or applicant for employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, or marital status. Breach of this covenant may be regarded as a material breach of the contract.
8. The Contractor will provide the Company with an E-Verify affidavit for the Forest Field Manager(s) assigned to the utility.

The expected total fee for the services described in this contact shall Not Exceed a value of \$44,000.00 within a 12-month term, subject to any amendments made pursuant to the terms of this Contract.

IN WITNESS WHEREOF the parties have executed this agreement and any approved Addenda hereto in counterpart original as of the day and year above first written.

“COMPANY – City of Greenfield Power and Light”

BY: _____

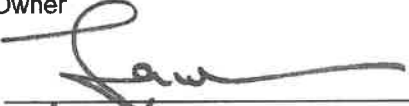
ITS: _____

Signature: _____

DATE: _____

“CONTRACTOR – Plant Growth Management Systems”

BY: Laurie Mann
CFO/Owner

Signature:  _____

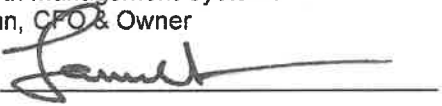
DATE: 12/2/24

Final & Total Quotation

Service: Electric Distribution Line Clearance Consultation

Total \$44,000.00

Plant Growth Management Systems
Laurie Mann, CFO & Owner

Signature:  _____

Date: 12/2/24