



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, August 17, 2022

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, August 17, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the July 13, 2022 Regular Commission Meeting and the July 27, 2022 Regular Work Session Commission Meeting.

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,985,881.65 of verified claims for July 2022.

COMMISSION REPORTS:

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for July 2022.
4. Consider a motion to confirm filling the WWTP Operator position with the preferred candidate, Tony Wyatt DeVries-Flinck.
5. Consider a motion to approve the procurement contract with Power Process Equipment for the capital project of Painting Primary Clarifiers for \$62,870.00 and authorize the General Manager to sign the contract.
6. Consider a motion to ratify the attached contract based on time and material with Rob's Bobcat Service Inc. for Vegetation Control and Restoration for the calendar year of 2022.

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

ADMINISTRATION:

7. Consider a motion to adopt Resolution 8-17-22-6 urging Governor Walz to call for a special session of its lawmakers.

- [8.](#) Review Administration Department Monthly Report

BUSINESS SERVICES DEPARTMENT:

- [9.](#) Review, comment, and consider a motion to accept the second quarter June 30, 2022 Commission Financial Report as presented
- [10.](#) Business Services Department Monthly Report

ELECTRIC DEPARTMENT:

- [11.](#) Review Electric Department Report

WATER AND WASTEWATER DEPARTMENT:

- [12.](#) Consider a motion to adopt Resolution Number 08-17-22-5 approving the Water Wastewater Jurisdictional Boundaries and Sanitary Sewer Maintenance policies.
- [13.](#) Review Water-Wastewater Department Report

SAFETY REPORT:

- [14.](#) Review Safety Monthly Report

ADJOURNMENT:

The next Regular Work Session is scheduled for Wednesday, August 31, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, September 14, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 and we will provide you with a copy of the policy.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION
MEETING MINUTES
Wednesday, July 13, 2022
4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, July 13, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Rick Blake, Commissioner Nancy Saxhaug, Commissioner Rick Smith.

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger, Pete Garsow of ICTV, and T.J. Otto from Minnesota Power.

MINNESOTA POWER REPRESENTATIVE UPDATE:

TJ Otto, Minnesota Power Representative, provided an update on:

1) MP's anticipation of any projected risk of electricity shortage this summer with the recent news from MISO regarding the forecasted Capacity Shortfall to cover summer peaks, and

2) Status of the Solar Plus Battery Storage Project and any liquidated damages we can expect as a result of not being able to utilize the battery to reduce our peak.

PUBLIC FORUM:

None.

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the June 15, 2022 Regular Commission Meeting and the June 28, 2022 Regular Work Session Commission Meeting.

Motion made by Secretary Francisco, Seconded by Commissioner Blake to approve the minutes of the June 15, 2022 Regular Commission Meeting and the June 28, 2022 Regular Work Session Commission Meeting.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Blake, Commissioner Saxhaug, Commissioner Smith.

VERIFIED CLAIMS:

2. Consider a motion to approve \$1,697,140.50 of verified claims for June 2022.

Motion made by Commissioner Blake, Seconded by Commissioner Smith to approve \$1,697,140.50 of verified claims for June 2022.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Blake, Commissioner Smith, Commissioner Saxhaug

COMMISSION REPORTS:

None.

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the consent agenda as read.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Blake, Commissioner Saxhaug, Commissioner Smith

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for June 2022.

Approved by consent agenda vote.

4. Consider a motion to approve re-numbering 12 existing GRPUC policies in accordance with the new policy structure.

Approved by consent agenda vote.

5. Consider ratification of Water/Wastewater Department and Electric Department request to reallocate the approved 2022 operations and capital budget per the adopted Budget and Financial Planning policy.

Approved by consent agenda vote.

6. Consider a motion to approve the semi-annual write off of uncollectible accounts receivable in the amount of \$3,783.38.

Approved by consent agenda vote.

7. Consider a motion to ratify the agreement with Itasca County allowing participation as a subscriber in the ARMER Radio system for an annual cost of \$7200, and to accept a donation of 40 ARMER Radios from Itasca County.

Approved by consent agenda vote.

8. Consider a motion to approve the third amendment to the AT&T communication lease for the addition of a generator to the North tower site and authorize the Commission President to sign the contract.

Approved by consent agenda vote.

9. Consider a motion to ratify the procurement contract with MacQueen Equipment for manhole Halo light kit for \$3,036.66.

Approved by consent agenda vote.

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

Motion made by Commissioner Blake, Seconded by Commissioner Saxhaug to approve the regular agenda as presented.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Blake, Commissioner Saxhaug, Commissioner Smith

ADMINISTRATION:

10. Review Administration Department Monthly Report

General Manager Julie Kennedy reviewed the July Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT:

11. Consider a motion to adopt Resolution Number 07-13-22-4 approving the Customer Interaction and Customer Utility Services policies.

Motion made by Commissioner Saxhaug, Seconded by Secretary Francisco to adopt Resolution Number 07-13-22-4 approving the Customer Interaction and Customer Utility Services policies and rescind Resolution Number 5-11-11-1.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Blake, Commissioner Saxhaug, Commissioner Smith

12. Consider a motion to approve the procurement contract with Dave Berg Consulting, LLC for \$38,000.00 for the electric and water/wastewater cost of service studies.

Motion made by Commissioner Blake, Seconded by Secretary Francisco to approve the procurement contract with Dave Berg Consulting, LLC for \$38,000.00 for the electric and water/wastewater cost of service studies.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Blake, Commissioner Saxhaug, Commissioner Smith

13. Business Services Department Monthly Review
Business Services Manager Jean Lane reviewed the July Business Services Department Report with the Commission.

ELECTRIC DEPARTMENT:

14. Review Electric Department Monthly Report

Electric Department Manager Jeremy Goodell reviewed the July Electric Department Report with the Commission.

WATER AND WASTEWATER DEPARTMENT:

15. Review Water-Wastewater Department Report

Water/Wastewater Department Manager Steve Mattson reviewed the July Water and Wastewater Department Report with the Commission.

SAFETY REPORT:

16. Review Safety Monthly Report

General Manager Julie Kennedy reviewed the July Safety Report with the Commission.

ADJOURNMENT:

By call of the chair, the meeting was declared adjourned by President Stanley at 5:15 PM.

The next Regular Work Session is scheduled for Wednesday, July 27, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, August 17, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.

A handwritten signature in blue ink that reads "Carrie Jo Kruger". The signature is written in a cursive, flowing style.

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GRAND RAPIDS PUBLIC UTILITIES COMMISSION REGULAR WORK SESSION MEETING MINUTES

Wednesday, July 27, 2022

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Work Session Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, July 27, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith

ABSENT: Commissioner Rick Blake with notice

Also present: General Manager Julie Kennedy (remotely), Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, and Administrative/HR Assistant Carrie Jo Kruger.

BUSINESS:

1. Consider a motion to approve \$193,945.20 of verified claims for June and July 2022.

Motion made by Secretary Francisco, Seconded by Commissioner Smith to approve \$193,945.20 of verified claims for June and July 2022.

The motion carried by the following vote:

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith

2. Commission Financial Report – Second Quarter June 30, 2022
Business Services Manager Jean Lane presented an improved Financial Report. The new layout includes numbers, graphs, narrative and fun facts. The new layout was well received by the Commission.
3. Draft Guidelines for the Grand Rapids Public Utilities Community Caring Fund at the Grand Rapids Area Community Foundation
Business Services Manager Jean Lane presented Draft Guidelines for the Grand Rapids Public Utilities Community Caring Fund at the Grand Rapids Area Community Foundation. General Manager Julie Kennedy provided explanations. The guidelines will be brought forward to the Commission for adoption.

4. Review and discuss two draft water and wastewater related policies.

Water/Wastewater Department Manager Steve Mattson reviewed and discussed two Water/Wastewater policies: Jurisdictional Boundaries and Sanitary Sewer Maintenance. Both policies will be presented for adoption at the next Regular meeting.

ADJOURNMENT:

By call of the chair, the Regular Work Session was declared adjourned at 9:30 AM.

Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.



The next Regular Meeting of the Commission is scheduled for Wednesday, August 17, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Wednesday, August 31, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 17, 2022

AGENDA ITEM: Consider a motion to approve \$1,985,881.65 of verified claims for July 2022.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$1,357,090.23

Manual check register \$628,791.42

Total \$ 1,985,881.65

RECOMMENDATION:

Consider a motion to approve \$1,985,881.65 of verified claims for July 2022.

Grand Rapids Public Utilities
 Accounts Payable
 July 2022
 (Meeting Date: 8/17/2022)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Amaril Uniform	533.16	Nextera	614.22
APG Media	296.69	North Central laboratories	374.51
Aramark	202.11	Northland Portables	128.13
At&T	279.10	NOS Automation	1,540.00
Baker Tilly	21,000.00	Paul Bunyan	2,580.38
Bemidji Steel Company	984.78	Personnel Dynamics	3,608.40
Burggraf's/Ace	226.65	Pictometry	1,650.00
Cannon Technologies	5,165.00	Pro-Max Machine	1,182.00
Car Quest	49.25	Public Utilities	2,741.73
Checkr	48.98	Quality Flow	2,400.00
City of Grand Rapids	154,468.85	Rapids Radio	955.50
Coles	239.06	Rapids Welding	1,074.55
Compass Minerals	7,972.85	RCB Collections	236.28
Cooperative Response Center	1,936.98	RMB Environmental Lab	1,196.92
Core & Main	3,359.80	Rob's Bobcat Service	11,786.88
Dakota Supply Group	4,323.94	Sandstrom's	557.73
Davis Petroleum	4,001.91	Schwartz Redi-Mix	623.00
Fastenal	7,963.81	SHE	369.59
Gopher State One	542.70	TNT Construction	6,036.00
Grainger	117.61	US Postal Service	150.00
Graybar	1,585.16	VC3	7,422.88
Hawkins	9,447.43	Verizon	1,091.79
Herc-U-Lift	138.55	Viking Electric	786.19
Infinity Graphix & Designs	289.70	Waste Management	886.62
Innovative Office Solutions	758.87	Wesco	1,415.88
Itasca Computer	1,409.97	WUSZ-FM	420.00
Itasca County	4,579.83		
L&M	129.49	Energy Efficiency Rebate:	
MacQueen Equipment	6,519.59	DW Jones	19,647.53
McMaster-Carr	4,001.28	ISD 318	41,693.12
Meserb	3,239.00	Johnson, William	800.00
Minnesota Power	992,356.01	Moberg, Jordan	70.00
Minuteman Press	2,001.84	Reller-Burley, Alyssa	140.00
		Roth RV	2,590.45
		Walker, Molly	150.00
			1,357,090.23

July 2022 Check Register

Item 2.

Document Date	Check #	Vendor Name	Document Amount	
7/1/2022		4655 Northeast Service Cooperative	3,862.00	7/31/2022
7/1/2022		4656 Northeast Service Cooperative	51,394.50	7/31/2022
7/1/2022		4657 Further	1,257.33	7/31/2022
7/1/2022		4658 Public Employees Retirement Association	16,167.63	7/1/2022
7/1/2022		4659 MN Department of Revenue	4,747.26	7/1/2022
7/1/2022		4660 Wells Fargo Bank	27,685.37	7/1/2022
7/1/2022		4661 Empower Retirement	8,185.62	7/1/2022
		4662 Used in June		
7/6/2022		4663 Invoice Cloud	2,627.35	7/31/2022
7/8/2022		4664 Further	1,200.00	7/31/2022
7/13/2022		4665 Further	178.40	7/31/2022
7/15/2022		4666 Public Employees Retirement Association	16,025.39	7/15/2022
7/15/2022		4667 MN Department of Revenue	4,705.31	7/15/2022
7/15/2022		4668 Wells Fargo Bank	27,477.65	7/15/2022
7/15/2022		4669 Empower Retirement	8,184.09	7/15/2022
7/18/2022		4670 MN Department of Revenue	122.00	7/31/2022
7/18/2022		4671 MN Department of Revenue	66,070.00	7/31/2022
7/18/2022		4672 Further	1,257.33	7/31/2022
7/29/2022		4673 Public Employees Retirement Association	15,619.84	7/29/2022
7/29/2022		4674 MN Department of Revenue	4,738.69	7/29/2022
7/29/2022		4675 Wells Fargo Bank	27,539.03	7/29/2022
7/29/2022		4676 Empower Retirement	8,047.07	7/29/2022
7/5/2022		4677 Wells Fargo Pcard	7,159.64	
7/1/2022		80056 Frost Jeff	89.99	7/1/2022
7/1/2022		80057 MN Energy Resources Corporation	18.00	7/1/2022
7/1/2022		80058 MN Municipal Utilities Association	500.00	7/1/2022
7/1/2022		80059 Postage By Phone System	5,000.00	7/1/2022
7/1/2022		80060 UNUM Life Insurance Company of America	2,727.81	7/1/2022
7/1/2022		80061 UPS	14.07	7/1/2022
7/1/2022		80062 Customer Refunds- Lake Lover Trading	2.30	7/31/2022
7/1/2022		80063 Customer Refunds - K. Ingle	48.41	7/31/2022
7/1/2022		80064 Customer Refunds - RC Stahl dba Country Acres	132.57	7/31/2022
7/1/2022		80065 MN Child Support Payment Center	391.32	7/1/2022
7/1/2022		80066 NCPERS Group Life Insurance	80.00	7/1/2022
7/8/2022		80067 Customer Refunds - A. Thompson	84.59	7/31/2022
7/8/2022		80068 Customer Refunds - Badger Daylighting	93.48	7/31/2022
7/8/2022		80069 First Net AT & T Mobility	277.90	7/8/2022
7/8/2022		80070 Further	90.75	7/8/2022
7/8/2022		80071 Mattson Steve	66.11	7/8/2022
7/8/2022		80072 Verizon Wireless	1,051.05	7/8/2022
7/8/2022		80073 MN Department of Transportation	15.50	7/8/2022 **
7/15/2022		80074 MN Child Support Payment Center	391.32	7/15/2022
7/15/2022		80075 MN Council 65	1,700.85	7/15/2022
7/15/2022		80076 City of LaPrairie	14,247.46	7/31/2022
7/18/2022		80135 MN Department. of Health	7,863.48	7/31/2022
7/22/2022		80136 Customer Refunds - K. Davis	125.15	7/31/2022
7/22/2022		80137 Customer Refunds - A. James	99.36	7/31/2022

Item 2.

7/22/2022	80138	Customer Refunds - H. Salisbury	111.66	7/31/2022
7/22/2022	80139	Customer Refunds - M. Deadrick	91.50	7/31/2022
7/22/2022	80140	Customer Refunds - Standard Homes	91.95	7/31/2022
7/22/2022	80141	Customer Refunds - Countryside Realty	93.62	7/31/2022
7/22/2022	80142	Customer Refunds - C. Anderson	51.88	7/31/2022
7/22/2022	80143	Customer Refunds - C & C Erickson	62.24	7/31/2022
7/29/2022	80208	MN Child Support Payment Center	391.32	7/29/2022
7/29/2022	80209	City of Grand Rapids	71,538.49	7/31/2022
7/29/2022	80210	United States Treasury	564.01	7/29/2022
7/29/2022	80211	UNUM Life Insurance Company of America	2,830.41	7/29/2022
7/29/2022	80212	Xerox Corporation	109.28	7/29/2022
7/29/2022	80213	Customer Refunds - BWCN Properties	4.67	7/31/2022
7/29/2022	80214	Customer Refunds - D. Gaffney	97.30	7/31/2022
7/29/2022	80215	Customer Refunds - D. Lancaster	125.15	7/31/2022
7/29/2022	80216	Customer Refunds - LLAP	2,842.00	7/31/2022
7/29/2022	80217	City of Grand Rapids	195.00	7/31/2022
7/29/2022	80218	City of Grand Rapids	72,333.33	7/31/2022
7/25/2022	EFT0000000000001	US Bank NA	8,180.00	7/25/2022
7/25/2022	EFT0000000000002	Wells Fargo Corporate Trust	129,730.14	7/25/2022

Checks Previously Approved ** 15.50

Manual Checks/EFT to be approved 628,791.42

Total Manual Checks 628,806.92



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 17, 2022

AGENDA ITEM: Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for July 2022.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

Please see attached reports:

GRPUC Cash Receipts and Disbursements for the Month of July 2022 and Verification of City Treasurer’s Balance
GRPUC Investment Activity
Graphics – July Historical Investment Balances and Monthly Investment Balances 2002-2022

RECOMMENDATION:

Consider a motion to approve the City Treasurer’s Report and the Investment Activity Report for July 2022.

**CITY OF GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
CASH RECEIPTS AND DISBURSEMENTS FOR THE MONTH OF JULY 2022**

TREASURER'S BALANCE JUNE 30, 2022		\$ 5,882,466.35
Deposits	2,207,017.68	
Redeposits-Checks	-	
Redeposits-ACH	-	
Bank Adjustments	-	
		2,207,017.68
Less Disbursements	(2,261,994.81)	
NSF Checks	(1,117.61)	
ACH Returns	(3,461.26)	
Bank Adjustments	-	
		(2,266,573.68)
TREASURER'S BALANCE JULY 31, 2022		\$ 5,822,910.35

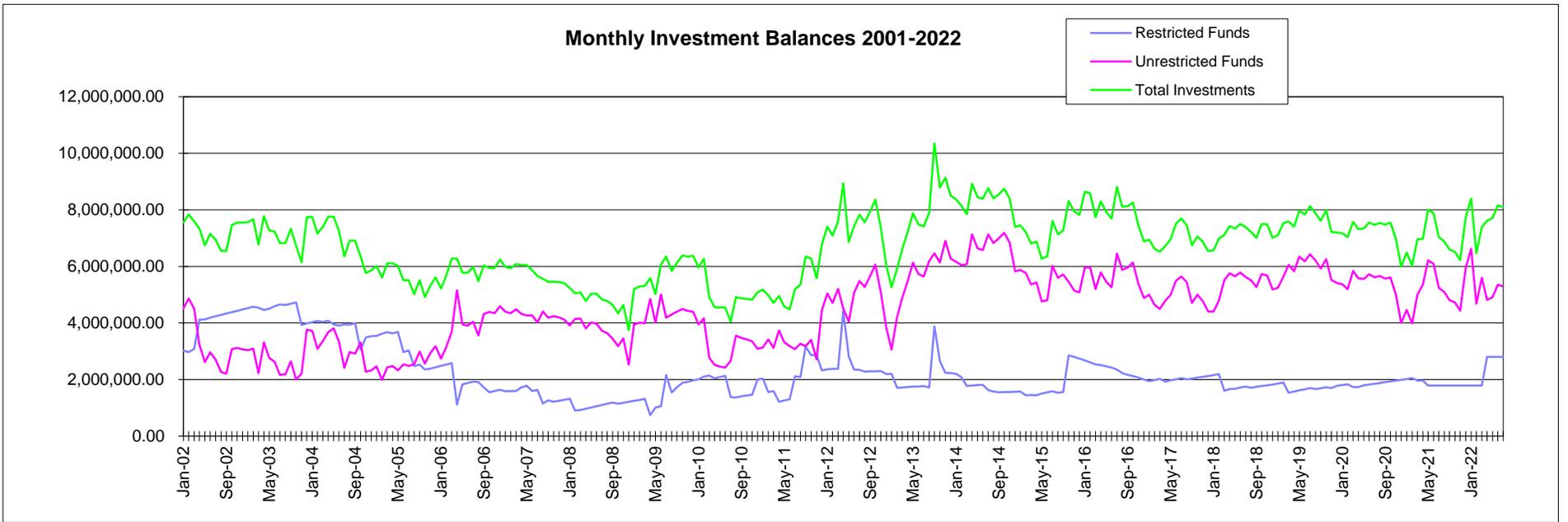
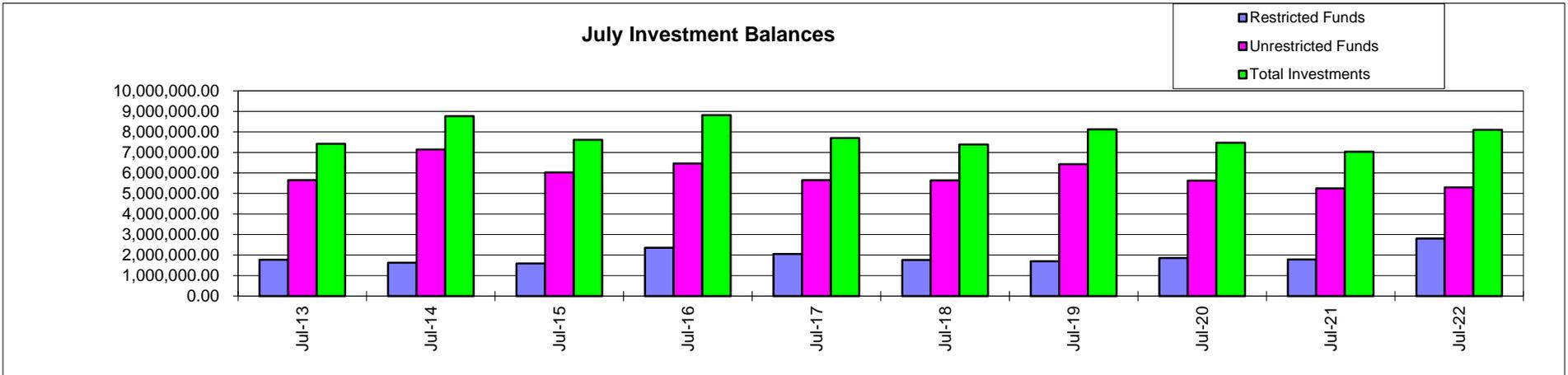
VERIFICATION OF TREASURER'S BALANCE

WELLS FARGO BANK BALANCE JULY 31, 2022		\$ 6,157,700.55
Add: Deposits in Transit		20,522.45
Less: Outstanding Checks		(355,312.65)
		(355,312.65)
TREASURER'S BALANCE JULY 31, 2022		\$ 5,822,910.35

**Grand Rapids Public Utilities Commission
Investment Activity
July 2022**

Beginning Balance Cash and Investments	\$ 8,157,998.26	
Redeemed:		
None		-
		-
Invested:		
None		-
Change in checking account balance		(59,556.00)
Total Cash and Investments	\$ 8,098,442.26	
Less: Restricted and Designated Funds		
Restricted Funds:		
Customer Deposits		390,899.26
Customer Deposits - Antenna Fees		44,296.74
Electric Capital Replacement Fund		967,339.00
Water Capital Replacement Fund		873,351.00
Sewer Capital Replacement Fund		526,932.00
Designated Funds:		
Disaster Recovery Fund		1,500,000.00
Total Restricted and Designated Funds		\$ 4,302,818.00
Net Cash and Investments	\$ 3,795,624.26	

	Jul-13	Jul-14	Jul-15	Jul-16	Jul-17	Jul-18	Jul-19	Jul-20	Jul-21	
Restricted Funds	1,769,780.03	1,630,538.77	1,587,734.95	2,358,638.97	2,054,122.48	1,758,655.71	1,701,142.88	1,851,870.42	1,788,487.11	2,802,818.00
Unrestricted Funds	5,646,308.68	7,135,778.74	6,022,868.69	6,456,210.04	5,643,885.46	5,628,676.40	6,426,718.39	5,616,741.57	5,246,291.03	5,295,624.26
Total Investments	7,416,088.71	8,766,317.51	7,610,603.64	8,814,849.01	7,698,007.94	7,387,332.11	8,127,861.27	7,468,611.99	7,034,778.14	8,098,442.26
Minimum target cash reserve				4,542,427.00	4,828,355.00	4,707,627.00	4,719,921.00	4,887,919.00	4,610,534.00	5,140,707.00





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 12, 2022

AGENDA ITEM: Consider a motion to confirm filling the WWTP Operator position with the preferred candidate, Tony Wyatt DeVries-Flinck.

PREPARED BY: Julie Kennedy, General Manager.

BACKGROUND:

At the May 11, 2022 regular meeting, the Commission declared a vacancy existed and authorized the internal posting and external advertising for a WWTP Operator position. Following the internal posting for the position, we collected no applications. Following external advertising of the position opening, we collected 5 applications. The applications were rated and interviews were conducted with the 3 top-ranked applicants on June 30. A background verification was submitted and received and an offer of employment was made to the selection committee's preferred applicant, Tony Wyatt DeVries-Flinck. The offer was accepted with a hire date of August 8, 2022.

Management staff recommends the Commission formally confirm filling the vacancy of WWTP Operator position with the preferred candidate, Tony Wyatt DeVries-Flinck.

RECOMMENDATION:

Consider a motion to confirm filling the WWTP Operator position with the preferred candidate, Tony Wyatt DeVries-Flinck.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 17, 2022

AGENDA ITEM: Consider a motion to approve the procurement contract with Power Process Equipment for the capital project of Painting Primary Clarifiers for \$62,870.00 and authorize the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water/Wastewater capital project with a budget of \$80,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

RECOMMENDATION:

Consider a motion to approve the procurement contract with Power Process Equipment for the capital project of Painting Primary Clarifiers for \$62,870.00 and authorize the General Manager to sign the contract.

Electric Capital Improvement Plan 2022-2
Grand Rapids Public Utilities Commission

2023 *thru* 2027

Item 5.

Department 4c-WWT Primary Plant
Contact Steve Mattson
Type Unassigned
Useful Life 20
Category Equipment
Priority 03 - Moderate Need
Status Active

Project # WWPP2003
Project Name Painting Primary Clarifiers

Total Project Cost: \$80,000

Description

The primary clarifiers have been in service for almost a decade. The metal parts have been showing wear and rust. In order to protect the investment the metal parts of the structure and rake arm need to be sandblasted and repainted professionally.

Justification

The primary clarifiers have been in service for almost a decade. The metal parts have been showing wear and rust. In order to protect the investment the metal parts of the structure and rake arm need to be sandblasted and repainted professionally.

Prior

80,000

Total

Prior

80,000

Total

Budget Impact/Other

Prior

80,000

Total

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids; MN 55744 (“**GRPUC**”), and Power Process Equipment, Inc., located at 1660 Lake Drive W Chanhassen, MN 55317 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractor Power Process Equipment Inc. (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. **Term.** The effective date of this Contract is May 26, 2022. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

1.1 October 31st, 2022.

1.2 All of Contractor’s obligations have been satisfactorily fulfilled.

1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.

1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.

1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor's Duties

2.1 The Contractor shall: Provide Recoating of Primary clarifier 1 and Primary clarifier 2

2.2 Area: Steel structure both immersion and non-immersion Preparation and Installation: 1. Remove existing coating and prep the area with abrasive blasting for proper adhesion to SP-10 2. Apply two Coats of Bar Rust 236 at 4-8 mils dft per coat 3. Stripe Coat to include all nuts, bolts, edges, corners, etc.. at 2-3 mils DFT by brush application 4. For non-immersion steel apply a finish coat of Devthane 379 at 2-3 mils dft.

(The services (if any) to be provided by Contractor to GRPUC are referred to as the "Services." The goods (if any) to be provided by Contractor to GRPUC are referred to as the "Goods."). Contractor's precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit B**.

2.3 GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. GRPUC and Contractor may agree to additional Services or Goods by written amendment to this Contract.

2.4 Contractor agrees that all Goods and Services shall be provided, and all of Contractor's obligations performed, in accordance with all applicable laws and other legal requirements without extra charge or expense. Contractor will be responsible for a violation of any such legal requirements and will indemnify, defend, and hold harmless GRPUC from and against any expense or cost incurred by reason of any such violation by Contractor.

2.5 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of legal requirements.

2.6 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety. Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods are professionally competent and properly qualified and will remove any person GRPUC deems incompetent, careless, or otherwise objectionable.

2.7 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.

2.8 Contractor warrants that at the time GRPUC accepts the Goods: (A) Contractor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance

("Encumbrance"), and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall execute and deliver such additional documents and take such further actions as may be necessary to transfer Contractor's right, title and interest in the Goods to GRPUC, free and clear of any Encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.]

3. Consideration and Payment

3.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:

3.1.1 Compensation. The Contractor will be paid Sixty Thousand three hundred and seventy dollars. (\$60,370)

Exhibit C.

Shipping costs not to exceed \$2,500.

3.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Sixty two thousand eight hundred and seventy dollars. (\$62,870)

3.2 Payment.

3.2.1 Invoices. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice that complies with **Exhibit C**. GRPUC may pay the Contractor in advance in its sole discretion. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.

3.2.2 Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Contractor has performed all of its obligations under this Contract to GRPUC's satisfaction.

4. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is John Sayer Jr at the following business address: 1660 Lake Drive W Chanhassen, MN 55317, and the following telephone number: 952-937-1000, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Subcontracting.** Contractor may not subcontract all or any portion of this Contract without GRPUC's prior written consent, which GRPUC may grant or withhold in its sole discretion. If an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, Contractor will ensure that the subcontractor is no longer used for this Contract. The provisions of the Contract shall apply with equal force and effect to all approved subcontractors and no subcontract will terminate the primary responsibility of Contractor hereunder. Contractor will pay all subcontractors in accordance with applicable law and the agreement between Contractor and the subcontractor.

7. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter ("**GRPUC Property**") prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC. Contractor will perform all acts necessary to ensure that all GRPUC Property is the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the GRPUC Property.

8. **GRPUC Audits.** The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

9. **Miscellaneous.**

9.1 General. No provision of this Contract may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by all the Parties. No waiver by a Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party which are not expressly set forth in this Contract. The validity, interpretation, construction and performance of this Contract shall be governed by the internal laws of Minnesota. If any provision of this Contract shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Contract shall not be affected thereby. This Contract shall be binding on, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Contractor may not assign Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Contract in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart of this Contract. In the event a Party institutes any legal proceeding against another Party regarding this Contract, the prevailing Party is entitled to receive the costs incurred by such Party, including reasonable attorneys' fees. In performing its obligations under this Contract, Contractor and its employees and agents shall act in the capacity of independent contractors and not as an employee, partner, joint venture, or agent of GRPUC. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the

working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Neither Party will publicize anything in relation to this Contract without the other Party's prior written consent. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. The obligations of Contractor hereunder shall survive the expiration or earlier termination of this Contract. Each of the Parties shall take such further actions as may be reasonably required to carry out the provisions of this Contract.

9.2 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC	Contractor
Address:	Address:
500 SE 4 th Street	1660 Lake Drive W
Grand Rapids, MN 55744	Chanhassen, MN 55317
Attn: Steve Mattson	Attn: John Sayer Jr
Email: smatton@gmail.org	Email: Jsayer@powerprocess.net

10. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Insurance Requirements
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Power Process Equipment Inc.

By: Kelly Hanson

Print Name: Kelly Hanson

Title: Project Manager

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

Exhibit A: Insurance Requirements

- 1 **Notice to Contractor and Insurer.** Contractor shall not commence work under the Contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance throughout the term of this Contract. GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request. The Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

- 2 **Additional Insurance Conditions.** The following apply to the Contractor and Contractor's subcontractor: Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC. Contractor agrees to notify GRPUC within five (5) business days of receipt of any insurance cancellation notice. Contractor is responsible for payment of Contract-related insurance premiums and deductibles. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- 3 **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - 3.1 **Commercial General Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence
 - \$1,500,000 – annual aggregate
 - \$1,500,000 – annual aggregate – applying to Products/Completed Operations

 - 3.2 **Commercial Automobile Liability Insurance** coverage that would be maintained by a reasonable contractor in Contractor's profession performing a similar contract, with the following minimum limits:
 - \$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverages should be included: Owned, Hired, and Non-owned Automobile.

3.3 Workers' Compensation Insurance. Contractor shall obtain and maintain for the duration of the Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

Exhibit B: Specifications, Duties, and Scope of Work

Recoating of Primary Clarifier 1 and 2

Area: Steel structure both immersion and non-immersion Preparation and Installation: 1. Remove existing coating and prep the area with abrasive blasting for proper adhesion to SP-10 2. Apply two Coats of Bar Rust 236 at 4-8 mils dft per coat 3. Stripe Coat to include all nuts, bolts, edges, corners, etc.. at 2-3 mils DFT by brush application 4. For non-immersion steel apply a finish coat of Devthane 379 at 2-3 mils dft.

Exhibit C: Price and Payment Schedule

Price for Repainting clarifiers is (\$60,370) Plus Shipping of not to exceed \$2,500

Total \$62,870.00

Payment after receipt and acceptance of goods by Grand Rapids Public Utilities.

Payment 30 days after receipt of an uncontested invoice and acceptance of goods by Grand Rapids Public Utilities.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 17, 2022

AGENDA ITEM: Consider a motion to ratify the attached contract based on time and material with Rob's Bobcat Service Inc. for Vegetation Control and Restoration for the calendar year of 2022.

PREPARED BY: Jeremy Goodell, Electric Department Manager

BACKGROUND:

This procurement contract is to be used for minor tree trimming maintenance projects for the calendar year of 2022. These include providing labor and equipment for vegetation control and restoration in right of ways such as tree removal, tree trimming, and right-of-way clearing.

As noted in the attached contract in Exhibit A, the services and product pricing are set by unit pricing with an average cost per project of \$1000.00. \$0.00 has been spent to date.

The GRPUC Procurement Policy was followed.

The Vendor's Certificate of Insurance has been verified to meet the contract requirements and is on file.

RECOMMENDATION:

Consider a motion to ratify the attached contract based on time and material with Rob's Bobcat Service Inc. for Vegetation Control and Restoration for the calendar year of 2022

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Rob’s Bobcat Service Inc., located at 11197 Hill Road, Hill City, MN 55748 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

1. Term. The effective date of this Contract is July 19, 2022. The Contractor must not begin work under this Contract until Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:
 - 1.1 December 31, 2022 or upon the completion of a project if started in December 2022.
 - 1.2 All of Contractor’s obligations have been satisfactorily fulfilled.
 - 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.
 - 1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.
 - 1.5 The Parties may terminate this Contract at any time by mutual written agreement.
 - 1.6 If the Contractor is not available to perform the necessary work within three weeks of request by the GRPU then the GRPU can contract with another contractor to perform necessary work without any financial obligations to Contractor listed above.

Upon receipt of any notice of termination, Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

2. Contractor’s Duties

- 2.1 The Contractor shall provide the following goods or services (“**Goods and Services**”):

The Contractor shall provide labor and equipment for Vegetation Control and Restoration within the GRPUC’s service territory including tree removal, tree trimming, and right-of-way clearing according the schedule of prices in Exhibit A.

The Contractor shall furnish services and products based on the agreed project written specifications as provided by the Electric Department Manager or their authorized representative.

These services and products may vary depending on the project specifications during the contract period.

This contract is based on time and materials which have been competitively quoted and awarded to the lowest responsible bidder, above identified Contractor.

Exhibit A is the Contractor quoted and accepted services and product pricing through the contract term.

Exhibit B are vegetation control specifications to which the contractor shall perform all vegetation control in accordance with.

GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor.

2.2 Contractor agrees that all Goods and Services shall comply with all applicable laws and legal requirements without extra expense to GRPUC.

2.3 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions.

2.4 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety and shall ensure that all persons who perform the Services are professionally competent and properly qualified.

2.5 Contractor shall erect, mark and maintain suitable barricades to protect and maintain public safety. Barricades, warning signs and other safety devices shall meet the requirements of OSHA, Minnesota Department of Highways and Public Transportation and City of Grand Rapids requirements. No work will commence until the Contractor has secured approval for the agency responsible for the right-of-way in which construction is proposed.

2.6 Damage done to existing utility lines, services, poles and other structure shall be replaced or repaired by GRPUC at Contractor expense. The Contractor shall locate underground utilities and shall excavate and expose all existing underground utilities in advance of any excavation.

2.7 Contractor shall upon completion of the project remove all debris, rubbish, etc. and leave the premises in a neat and orderly condition.

2.8 Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Act and alone be responsible for the safety, efficiency, and adequacy of the Contractor employees, plant, equipment, vehicles, etc. and methods and be responsible for any damage which may result from Contractor failure or improper construction, maintenance, or operations.

3. Consideration and Payment

3.1 A single vegetation control and restoration project is limited to \$25,000.00 or less and is generally less than \$2500.00.

3.2 Consideration. Contractor will be paid on a time and material pricing using the attached Exhibit as per written project specifications.

3.3 Payment. GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of Goods or Services and receipt of an undisputed invoice.

3.4 This time and material priced contract does not guarantee the Contractor a minimum amount of work or revenue.

4. Authorized Representative

GRPUC's Authorized Representative is Jeremy Goodell, Electric Department Manager at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744 and the following telephone number: 218.326.7182 or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Rob Benes, Chief Executive Officer at the following business address: 11197 Hill Road, Hill City, MN 55748, and the following telephone number: 218-326-9072, or his/her successor.

5. Indemnification. Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.
6. Ownership. Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC.
7. Insurance. Contractor shall maintain with reputable insurance companies all insurance required by law and insurance against loss or damage of the kinds customarily insured against by members of Contractor's profession, of such types and in such amounts as are customarily carried under similar circumstances by members of Contractor's profession. Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance. Minimum insurance coverage requirements: Commercial General Liability Insurance \$1,500,000 per occurrence and \$1,500,000 annual aggregate; Commercial Automobile Liability Insurance \$1,500,000 per occurrence combined single limit for bodily injury and property damage and include owned, hired, and non-owned automobile; and Workers' Compensation Insurance as required under State of Minnesota laws. Contractor can use umbrella coverage to get to the minimum limit amount of \$1,500,000.
8. Miscellaneous. No provision of this Contract may be modified or waived except as agreed to in writing by the Parties. This Contract shall be governed by the internal laws of Minnesota. Contractor may not assign or subcontract Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in counterparts. An electronic signature and counterpart shall be treated the same as an original. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe all of GRPUC's policies and procedures, including, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, overnight courier, or United States mail (postage prepaid) addressed to the address set forth in the preamble.
9. Exhibits
Exhibit A – Time and material services and product pricing.
Exhibit B – Vegetation Control Specifications for Electrical Distribution Line Right of Ways

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

Rob's Bobcat Service Inc.

By:  _____

Print Name: Jena Benes

Title: Office Manager

Date: 8/3/2022

Grand Rapids Public Utilities Commission

By:  _____

Print Name: Julie A. Kennedy

Title: General Manager

Date: 8/12/22

EXHIBIT A
TIME AND MATERIAL
SERVICES AND PRODUCT PRICING

Item	Description	Unit cost	Units
1	Bucket truck with operator – 80 foot bucket	140.00	per hour
2	Bucket truck with operator – 55 foot bucket	140.00	per hour
3	Disposal: grapple truck with operator	130.00	per hour
4	Skid steer with operator	130.00	per hour
5	Excavator with operator	185.00	per hour
6	Labor: supervisor/foreman	80.00	per hour
7	Labor: general laborer	60.00	per hour
8	Restoration - gravel	18.00	per cubic yard
9	Restoration - grass	30.00	per cubic yard
10	Dump Truck – quad axle	120.00	per hour
11	Dump Truck – Tandem axle	100.00	per hour

EXHIBIT B

VEGETATION CONTROL SPECIFICATIONS FOR ELECTRICAL DISTRIBUTION LINE
RIGHT OF WAYS

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1. GENERAL INFORMATION

1.1. Scope

The right-of-way shall be free of all obstructions which interfere with the construction and operation of the electric power line. The work shall be completed in conformance with these Specifications and all other provisions of the contract documents. The Contractor shall

observe all conditions applicable to any particular description or tract of land. The contractor shall also observe all relevant laws and regulations applicable to his operations.

1.2. Definitions

1.2.1 Desirable Species

Those plants which at maturity will not reach a height that will endanger the line and those which will provide food cover for wildlife. Specific species which have been identified as desirable species are listed in Section 4.

1.2.2 Tree

A woody plant normally maturing at 20 feet or more in height and achieving a diameter of at least 4 inches or more at a height of 4 1/2 feet above ground (diameter breast height).

1.2.3 Danger Trees

Danger trees are defined as dead, dying, diseased, and/or leaning trees growing outside of the recommended right-of-way width which may conflict with the conductors or structures (poles and hardware) when such trees fall in the direction of or otherwise endanger the line.

1.2.4 Brush or Shrub

A woody plant normally maturing less than 20 feet in height with generally bushy appearance because of its several erect, spreading, or prostrate stems. It usually attains a diameter of less than 4 inches at breast height.

1.2.5 Slash

Branches and tops less than 4 inches in diameter within the right-of-way boundaries.

1.2.6 Debris

Scattered logs, uprooted stumps, and/or trees or other foreign material located within the right-of-way boundaries.

1.2.7 Clear Cutting

Cutting and/or removal of all woody vegetation within the right-of-way boundaries; i.e., trees, shrubs, fallen logs, uprooted stumps, etc.

1.2.8 Selective Cutting

Removal from within the right-of-way boundaries of only that vegetation which would potentially interfere with the construction and/or operation of the transmission or distribution line or is undesirable for wildlife food or habitat.

1.2.9 Keep Off

Areas which the Contractor must not enter until he has received written permission from the Owner.

1.2.10 General Construction Area

Areas such as structure sites, staging areas, access roads, or other locations where construction activities and movement of traffic will take place. Structure sites include the entire width of the right-of way.

1.2.11 Owner

The Grand Rapids Public Utilities Commission.

1.2.12 Authorized Owner Representative

Persons whose names have been certified in writing to the Contractor by the Grand Rapids Public Utilities General Manager as having the authority to act for the Owner in regard to the work.

1.3. Route Maps

General location of the right-of-way shall be indicated on drawings supplied by the Owner.

1.4. Width of Vegetation Control Operations

Prior to beginning work, the Contractor shall delineate the edges of all areas where vegetation control operations will occur. This delineation shall be accomplished with flagging or other markings approved by the Owner. After an area is delineated, the Owner's representative will review the markings in the field. No work is to occur until the Owner has reviewed and approved the markings.

1.5. Landowner Contacts

The Contractor shall contact all landowners prior to entering and/or performing work on their property and maintain a log of such contacts. Upon request by an authorized Owner representative, the Contractor shall furnish a summary of all landowner contacts for a particular line, feeder, or area.

1.6. Work Progression

The Contractor shall work progressively along the line and shall complete all work in a given portion of the line before starting work in another portion.

1.7. Stream Crossings

Existing Bridge or culvert crossings are to be utilized for all stream crossings.

1.8. Pipelines

If it becomes necessary to cross any pipeline with equipment, it shall be the responsibility of the Contractor to obtain the necessary permission for such crossing from the appropriate pipeline companies. The Contractor shall hold the Owner harmless from all claims resulting from such crossings.

1.9. Guy Anchors

Contractor shall maintain an area of 10 feet (or as otherwise designated by the authorized Owner representative) on all sides of guy wires, guy anchors and structure braces devoid of trees, shrubs, brush and other types of woody vegetation.

1.10. Energized Lines and Substations

When working on or near energized facilities, the Contractor shall take or use all necessary precautions to prevent any outages and/or damage to facilities. The Contractor shall not perform any work within the confines of a substation unless an authorized Owner representative is present at all times.

1.11. Notification of Work Locations

The Contractor must notify the Owner dispatcher and/or appropriate personnel prior to and upon completion of work on a daily basis. Notification shall include specific work location(s) identified by line number, structure number, and/or road location.

1.12. Right-of-Way Inspection

Contractor's work shall at all times be subject to inspection by the Owner and public authorities. Contractor shall notify the Owner of any proposed changes in daily crew assignments or working hours sufficiently in advance so that suitable inspection can be provided by the Owner.

1.13. Established Land Survey Corners

It will be the Contractor's responsibility to properly preserve all established corners or other permanent landmarks, which may be encountered in the maintenance, clearing, or re-clearing operations. Destruction of such landmarks will require additional surveys for reestablishment of same, for which Contractor will be liable.

1.14. ANSI Standard

The Contractor shall comply with the latest revisions in the Z-133.1 American National Standard for Tree Care Operations - Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush - Safety Requirements.

2. GENERAL CLEARING AND RE-CLEARING GUIDELINES

All work to be performed under the supervision of the Contractor shall be conducted in a manner such that all phases of the clearing and re-clearing work shall progress concurrently; i.e., cutting, disposal, and final cleanup. Clearing and re-clearing shall be performed in a manner, which will maximize preservation of natural beauty and conservation of natural resources and minimize adverse effects of the landscape or silting of streams. For areas as outlined below and where the entire width of the right-of-way traverses vegetation types such as low-growing brush, muskeg swamps, or black spruce bogs or when crossing a deep valley or ravine, the right-of-way clearing, re-clearing, and the maintenance activities shall be reduced in width as designated by the Owner. Also, where selective cutting may be beneficial, this type of clearing and re-clearing will be accomplished as designated by the Owner.

2.1. Field Locations

If requested, field survey stakes designating the centerline of the right-of-way will be established by the Owner. All survey stakes designating points on tangents and points of intersection shall be preserved by the Contractor. Should any of these stakes be removed or destroyed by the Contractor, they will be replaced by the Owner at the Contractor's expense.

2.2. Right-of-Way

When access roads are necessary, they will be constructed at an angle to avoid a vista down the right-of-way (see Section 4.2). All access roads will be located to minimize destruction of desirable plants and damage to cultivated fields. The location of access roads will be designated by the Owner.

2.3. Cutting Procedures

2.3.1 Selective Cutting

Selective cutting will be accomplished in specific areas so noted on the Owner drawings or as designated by an authorized Owner representative generally in areas of high public exposure including the U.S. highways, heavily traveled state and county roads, streams, lakes, and wildlife travel lanes such that a natural vegetative screen remains (Section 4.2). A list of native plant species which could remain in these areas is shown in Section 4.

2.3.2 Stump/Stubble Height

All trees and other woody vegetation shall be cut such that pointed spikes are eliminated. No stumps or stubble shall be left standing higher than 3 inches above ground unless otherwise designated by an authorized Owner representative. (Stump height to be measured on high side of sloping terrain.)

2.3.3 Mechanical Clearing and Re-clearing

Clearing and re-clearing will be permitted by mechanical operation unless otherwise specified. Generally, shearing will be restricted to slopes less than 15 degrees. Before any rolling or brush chopping will be permitted, written approval must first be obtained from the Owner. When this cutting procedure is approved, all trees 4 inches or greater in diameter breast height must first be removed. After any mechanical operation, the Contractor shall, to the satisfaction of the Owner, restore the natural contours existing prior to the start of work.

2.4. Disposal Procedures

Generally, all trees, brush and other debris shall be removed by the contractor and hauled away to an approved disposal site or incinerator. Alternatively trees, brush, and other debris may be disposed of in accordance with the procedures outlined below. No slash and/or debris left on the right-of-way shall be greater than 1 inch in diameter and/or 4 feet in length or as otherwise specified by the contract documents.

2.4.1 Lopping and Scattering of Slash

In areas approved by the Owner, lopping and scattering of slash may be accomplished such that slashing shall not exceed 30 inches in height. The method of disposal shall be limited to the outer one third area of the right of-way. In such areas, all logs shall be neatly piled along the edge of the right-of-way (Section 4.3). Lopping and scattering of slash will generally not be approved within sight of any residence or business.

2.4.2 Chipping

In areas approved by the Owner, where practical, chips shall be disposed of within the right-of-way limits. Chips shall not accumulate to depths greater than 12 inches. Chipping shall be accomplished in such a manner that no chipped material will enter any open water, accumulate in branches of existing trees, or bury desirable low-growing shrubs.

2.4.3 Brush and/or Slash Piles

Where designated by the Owner, all brush and/or slash shall be piled and left at least 10 feet from the edges of the right-of-way. Brush, slash, and/or debris piles shall not exceed the following dimensions: length - 15 feet, width -15 feet, height - 6 feet (section 4.3).

2.4.4 Corduroy

In some swamp areas where the stumpage is the property of the Owner, the Contractor may dispose of some or all of the trees and slash by placing trees, slashing, etc. perpendicular to the right-of-way and packed down to a maximum height of 18 inches by running over this

material with crawler type equipment. All material must be located within the outer one third of the right-of-way. The outermost 10 feet, however, must be clear of all slashing. No corduroying will be permitted within the General Construction Area (Section 4.3).

2.4.5 Salvage of Timber and Firewood

All trees and firewood to be salvaged shall be trimmed flush to the trunk and neatly piled along the edge of the right-of-way in lengths as specified by the Owner (Section 4.3). Log piles shall not exceed 3 feet in height and shall not extend out into the right-of-way by more than 20 feet. At no time will log piles obstruct trails, access roads, and the general Construction area, or be piled up against standing trees on the edge of the right-of-way.

No wood material over 6 inches in diameter shall be destroyed without first having been offered to the adjacent property owner, the Owner or the public (in that order of preference) by the Contractor for use as firewood in accordance with the intent of Minnesota Statutes 116F.30.

3. GENERAL REMOVAL AND PRUNING GUIDELINES

3.1. General Procedures

3.1.1 Minimum Clearances

The Contractor shall provide minimum clearance from conductors by line voltage levels as provided in the Required Minimum Tree Clearance of Conductors for Various Distribution Voltages in Section 4.4, or as recommended by an authorized Owner representative.

3.1.2 Remove Rather than Prune

The Contractor shall remove rather than prune or trim trees to meet minimum overhead clearance specifications whenever possible.

3.1.3 Written Permissions

The Contractor shall obtain proper authorization (preferably written) from the landowner before removing or pruning trees. Copies of all authorization forms shall be provided to the Owner.

3.1.4 Refusals

All property owner refusals resulting in inadequate clearance shall be documented on a Right-of-Way Vegetation Refusal Report to be completed by the Contractor to the satisfaction of the Owner and given to the authorized representative.

3.1.5 Special Removals and Pruning

When a property owner or adjacent landowner requests or requires the Contractor to do special removal and/or pruning work, the Contractor shall notify the authorized Owner representative for authorization prior to beginning any such work.

3.1.6 Compliance and Disease - Wood Disposal

Trees removed or pruned shall be disposed of in compliance with all laws, regulations, and ordinances. Additional precautions and methods shall be taken to ensure that diseased trees are handled in a manner which will prevent the spread of the infecting agent.

3.1.7 Daily Disposal

All removed and pruned material shall be disposed of within three working days to the Owner's satisfaction unless otherwise agreed to by the Owner or property owner.

3.1.8 Firewood Cutting

Only upon approval from an authorized Owner representative shall wood be cut in firewood lengths.

3.2. Removal Procedures

3.2.1 Removal Conditions

The Contractor shall remove rather than prune or trim trees when the following conditions exist: dead, dying, diseased, leaning, or seriously defective trees and specific danger trees which may conflict with the conductors or structures or otherwise endanger the line.

3.2.2 Joint Agreement on Danger Trees

Danger trees shall be removed after joint agreement and understanding is reached by the Contractor and the authorized Owner representative.

3.2.3 Felling

Trees shall be felled away from the conductors whenever possible.

3.2.4 Cut Stumps

The cut stumps shall not be more than 3 inches above ground and flush with the grade whenever possible. It is Owner's policy not to remove stumps. Deviations from this policy shall be approved by an authorized Owner representative.

3.3. Pruning Procedures

3.3.1 Natural Pruning and Drop Crotching

Natural pruning or trimming shall be used. This involves drop crotch pruning which consists of reducing tops, sides, or individual limbs and avoids cutting back to small suckers.

3.3.2 Directional Pruning

Directional pruning or trimming shall be used to direct or train future tree growth or sprouting away from the wires (Section 4.5).

3.3.3 Quantity Removed

Generally, not more than one third of the total tree crown should be removed.

3.3.4 Cuts

Cuts shall be made immediately above lateral branches which are no smaller in diameter than one third of the diameter of the branches being cut. Cuts shall be made flush to the parent stem, limb, or trunk, without cutting into the branch collar or leaving any protruding stubs (Section 4.6).

3.3.5 Natural Form and Symmetry

The Pruning Work shall preserve, where possible, the natural form of the tree, typical to the species. The symmetrical appearance shall be maintained wherever possible when reducing overall tree size. The top is to be made higher and the sides reduced in order to maintain a tree-like form.

3.3.7 Bark Stripping or Tearing

Limbs shall be removed with proper sequence and placement of saw cuts to prevent stripping or tearing down of bark from the remaining limb or trunk.

3.3.8 Hangers

All slash (branches, limbs, and tops) that hang up in the tree(s) being pruned or in adjacent tree(s) shall be removed before moving from current work site.

3.3.9 Climbing Aids

In residential areas, the Contractor shall not use climbing spurs, irons, or tree grafts on live trees unless the tree is to be removed or in an Emergency situation.

4. DESIRABLE SPECIES

4.1. TABLE 1 - DESIRABLE NATIVE PLANT SPECIES

Following are the desirable native plant species which should be encouraged on selected areas of right-of-way:

CONIFEROUS TREES	DECIDUOUS	SHRUBS (1)
Northern White Cedar	Mountain Ash ©	Red-Osier Dogwood (fc)
Red Cedar (Juniper) (f)	Blackcherry *	Other Dogwood Species
Norway pine *	Chokecherry (f)	Mountain Maple
White Pine *	Pincherry (f)	Sumac ©
White Spruce *	Hackberry	Arrowwood (f)
Ironwood *	High-Bush Cranberry (fc)	
Juneberry (f)	Hazel	
Wild Plum (f)	Honeysuckle	
Smooth Wild Rose		

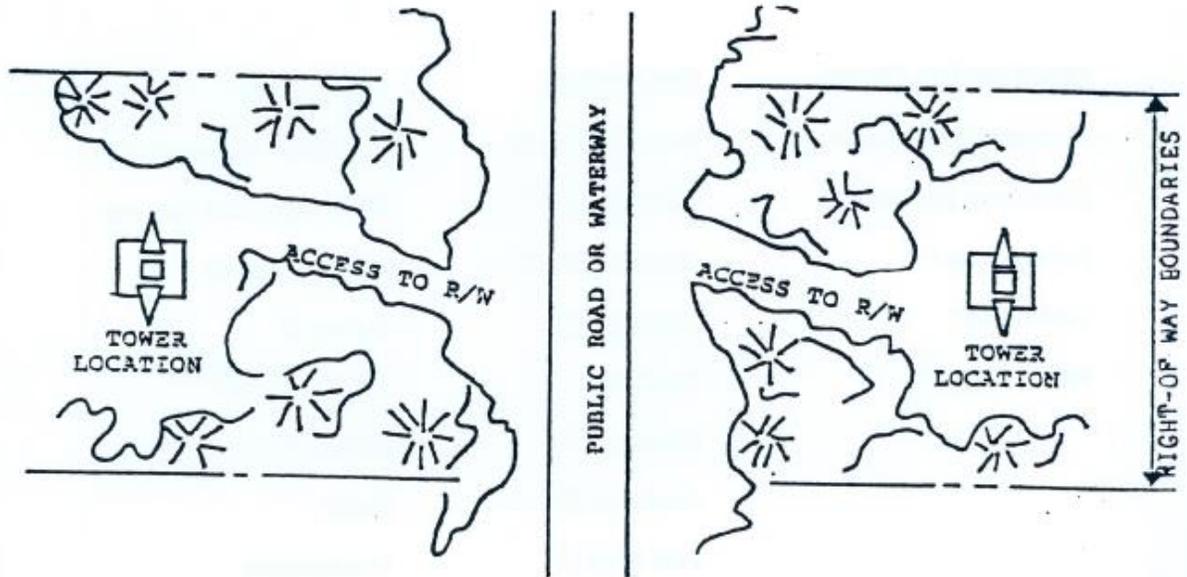
(1) Majority of shrub species listed are beneficial to white tailed deer and ruffed grouse.

(f) Conspicuous flowering shrub.

© Bright autumn or winter colors (fruit, leaves, or stems).

(*) Areas within the right-of-way where these trees will be permitted must be approved by the Owner.

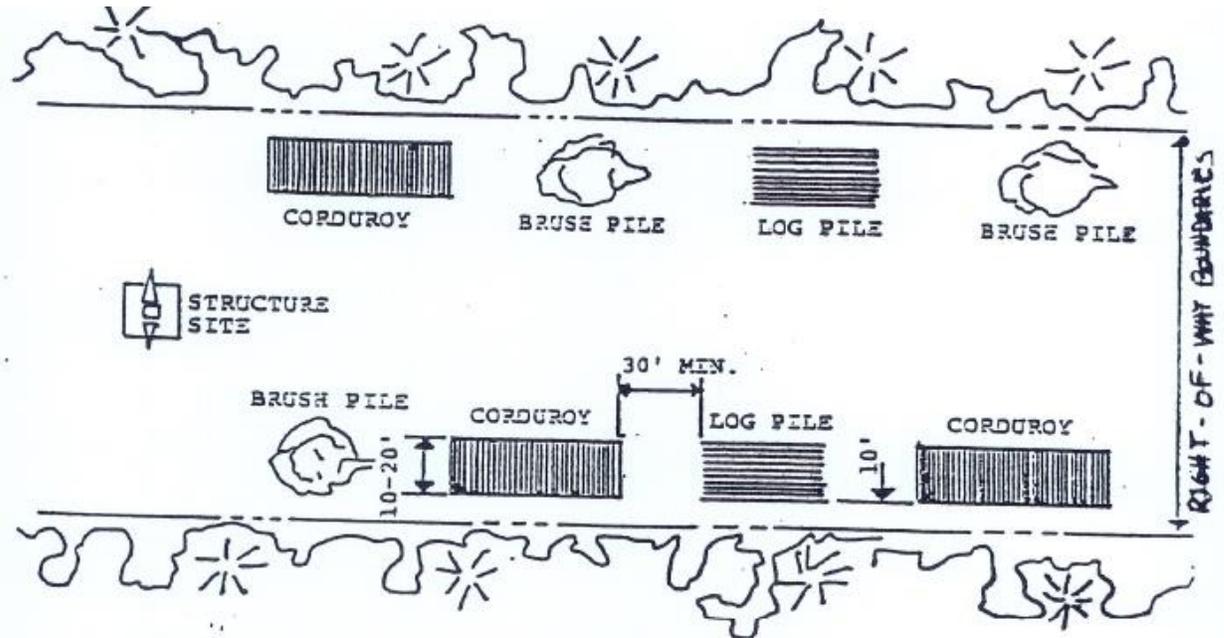
4.2. Figure 1 ILLUSTRATION OF SELECTIVE CUTTING



NOTES:

1. Special instructions for selective cutting of access roads to the right-of-way are outlined in Section 2.2.
2. Cutting procedures for clearing of access roads and tower locations will be designated in the field by an Owner representative.
3. All selective cutting will be supervised by an Owner representative.
4. Length of selective cutting areas will vary depending on topography.

4.3. Figure 2 METHODS OF DISPOSAL



NOTES:

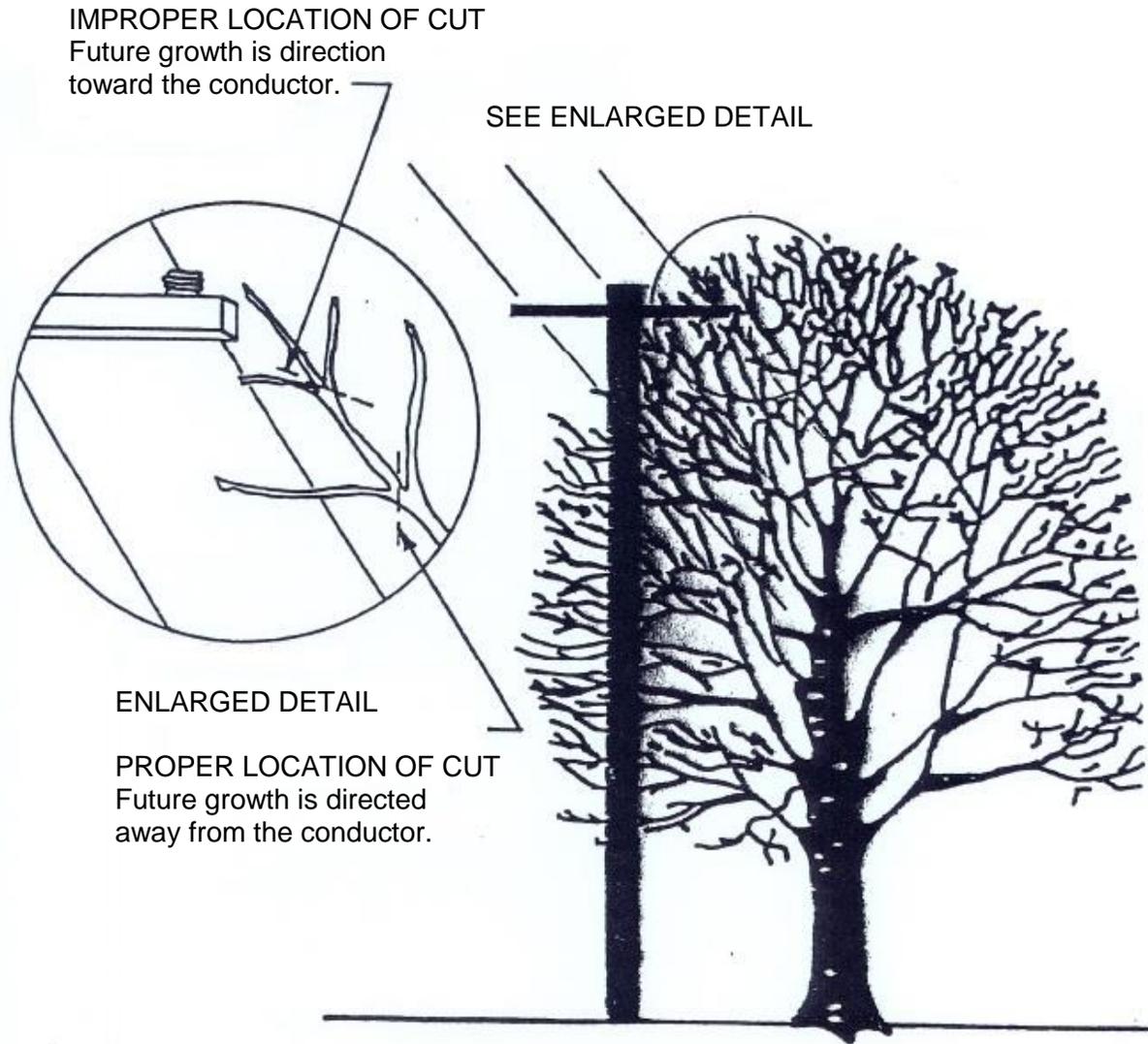
1. No logs, brush, or other material shall be piled within the General Construction Area.
2. When corduroying, all material must be perpendicular to the right-of-way and packed down to a height of 18 inches or less. See Section 2.4.5
3. When disposing of trees in tree lengths or as otherwise specified, the maximum height of the piles must not exceed three (3) feet.
4. Brush piles must not exceed fifteen (15) feet in length by fifteen (15) feet in width by six (6) feet in height.

4.4. REQUIRED MINIMUM TREE CLEARANCE OF CONDUCTORS FOR VARIOUS DISTRIBUTION VOLTAGES

Trimming type	Services to business/residence zero to 600 volts	Secondaries from pole to pole zero to 600 volts	Primary cables 1000 volts to 23,000 volts
Top clearance	1 foot	3 feet	10 feet*
Side clearance	1 foot	3 feet	6 feet
Overhang clearance	1 foot	3 feet	15 feet

* Remove if possible

4.5. FIGURE 3 DIRECTIONAL PRUNING

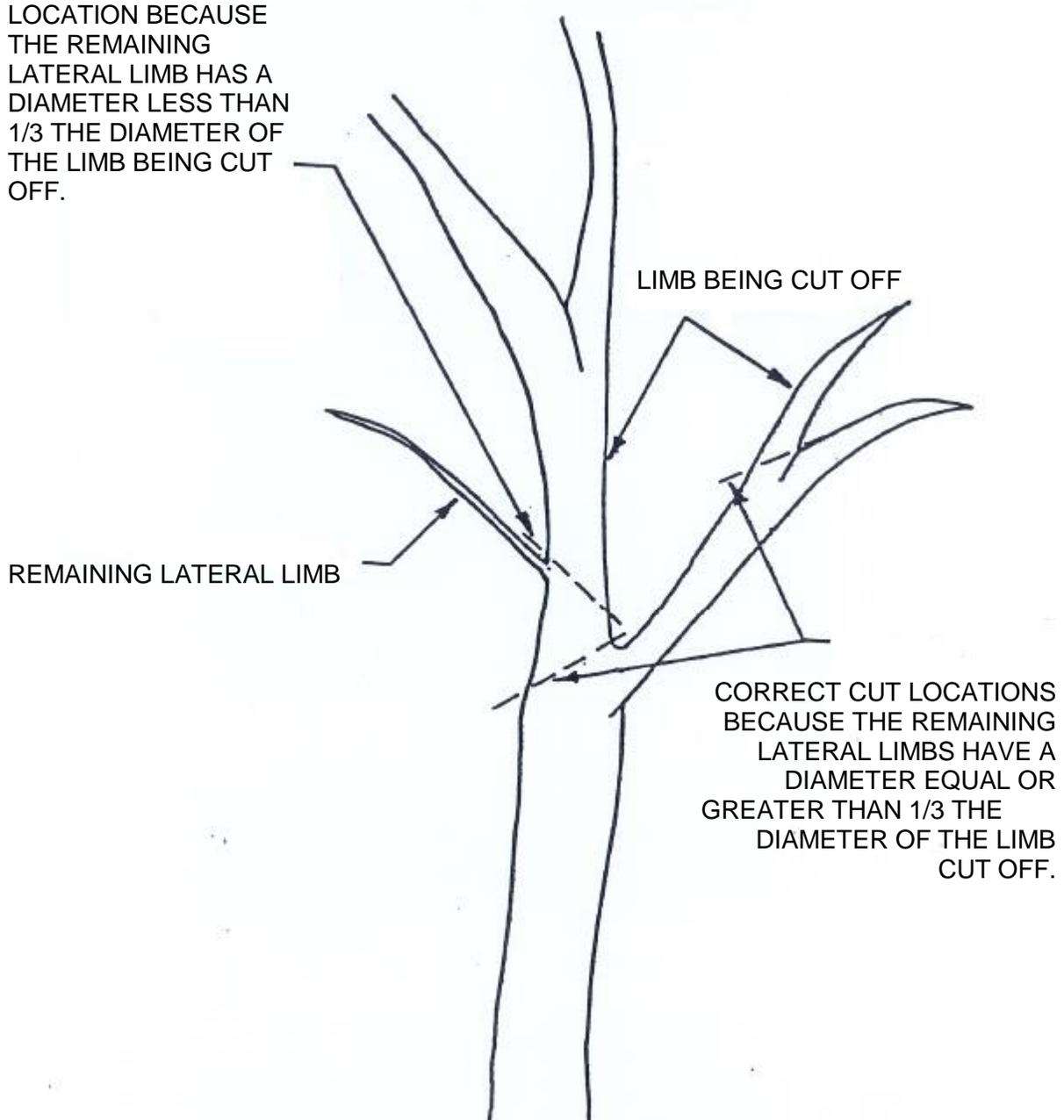


DIRECTIONAL PRUNING

(TO DIRECT GROWTH AWAY FROM WIRES)

4.6. PRUNING PROCEDURES

INCORRECT CUT LOCATION BECAUSE THE REMAINING LATERAL LIMB HAS A DIAMETER LESS THAN 1/3 THE DIAMETER OF THE LIMB BEING CUT OFF.



PRUNING PROCEDURES (CUTS)



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 17, 2022

AGENDA ITEM: Consider a motion to adopt Resolution 8-17-22-6 urging Governor Walz to call for a special session of its lawmakers.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

Grand Rapids Public Utilities has a critical infrastructure need with the Water Treatment Plant Renovation Project and the 2022 legislative session ended without passing a bonding bill to support funding for this project.

RECOMMENDATION:

Consider a motion to adopt Resolution 8-17-22-6 urging Governor Walz to call for a special session of its lawmakers..

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 08-17-22-6

URGES GOVERNOR WALZ TO DECLARE A SPECIAL SESSION OF ITS LAWMAKERS

WHEREAS, the people of Minnesota have critical infrastructure needs, including the replacement and upgrade of aging drinking water systems, sewage treatment, roads, and bridges that cannot be delayed, and

WHEREAS, without additional funding through a bonding bill, cities will have to drastically raise water rates or taxes on residents and business to pay for necessary infrastructure projects made even more expensive due to inflation, and

WHEREAS, the Minnesota Legislature failed to pass a bonding bill in the 2022 legislative session, and

WHEREAS, the Grand Rapids Public Utilities has a bonding bill request in for their Water Treatment Plant Renovation Project, and

WHEREAS, a bonding bill is an essential funding component for Minnesota’s local utilities to be able to maintain their critical infrastructure, helping to restrain local utility rates, and

WHEREAS, the state of Minnesota has a multi-billion-dollar budget surplus, and

WHEREAS, additional funds are required to match millions of dollars in available federal funds;

BE IT RESOLVED that the Public Utilities Commission of Grand Rapids, Minnesota urges through this Resolution to Governor Walz to declare a special session and to its lawmakers to work in a bipartisan way to pass a bonding bill; and

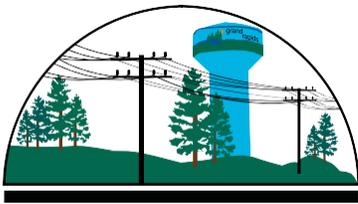
BE IT FURTHER RESOLVED that this resolution be transmitted to Representative Spencer Igo and Senator Justin Eichorn, Speaker of the House Melissa Hortman, Senate Majority Leader Jeremy Miller, House Minority Leader Kurt Daudt, Senate Minority Leader Melissa López Franzen, and Governor Tim Walz.

Adopted this 17th day of August, 2022.

GRPUC President

Witness:

GRPUC



GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

Item 8.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ADMINISTRATION DEPARTMENT MONTHLY REPORT August 2022 Commission Meeting

Safety

There were no OSHA recordable accidents in the Administration Department last month.

Staffing

- Tony Wyatt DeVries-Flinck, WWTP Operator, hired August 8.

Community Involvement

- Tall Timber Days Parade – 1st Place for Unique Business Representation.
- Climate Adaptation Action Plan development with ICET and City staff.
- Combined City/GRPU HR position development.
- Sr. Officials HSEM State and Federal Disaster Assistance Training.

Projects Performed Last Month

- Employee on-boarding and off-boarding.
- MMUA board budget planning meeting.
- Wipes Clog Pipes Advertising / Educational Campaign.

Projects Scheduled for This Month

- MMUA summer conference – Brainerd.
- Working with staff on WWTP & WTP future shift schedule changes.
- GRACF caring fund program policy.
- Communications consultant exploration.
- Advanced email encryption software.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 17, 2022

AGENDA ITEM: Review, comment, and consider a motion to accept the second quarter June 30, 2022 Commission Financial Report as presented

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

The Budget and Financial Planning policy adopted May 11, 2022 includes a statement the General Manager shall implement financial planning and budgeting which states “6. Provides quarterly financial reports to the Commission which accurately and adequately describes all utilities financial condition.”

The draft second quarter June 30, 2022 Commission Financial was reviewed and discussed at the July 27, 2022 work session.

Attached please find the second quarter June 30, 2022 Commission Financial Report.

RECOMMENDATION:

Review, comment, and consider a motion to accept the second quarter June 30, 2022 Commission Financial Report as presented.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

Second Quarter 2022 Commission Financial Report

For the six months ending June 30, 2022, the GRPU operating revenues totaled \$12,713,000 and the year-to-date (YTD) revenue budget through June 30 was \$11,343,000. The actual total revenues were greater than the budget by \$1,379,000; with electric, water, and wastewater collection utilities each actual revenue greater than their respective budgeted revenue. There is a timing lag in reporting the monthly actual revenues in the wastewater treatment utility as the majority of operational cost is billed to the customer UPM-Blandin plant.

Purchase power adjustment actual revenue was \$1,370,000 and greater than the budget due to the January 2022 invoice from MP under the old purchasing power contract provided approximately \$400,000 of actual revenue greater than the budget for January. The balance of the purchasing power actual revenue of \$970,000 was planned as part of the transition to the new purchasing power agreement.

Total actual operating expenses through June 30 were greater than the budget by \$154,137 with total actual expenses of \$11,100,000 compared to the YTD operating expense budget of \$10,946,000. The water and wastewater collections utilities actual expenses were less than the budget YTD. Both the electric and the wastewater treatment operating actual expenses were greater than the YTD operations budget.

Presented in a previous Commission meeting approximately \$505,000 operations budgeted expense in the wastewater collection utility for jetting and televising was reallocated, per the Budget and Fiscal Planning Policy, to the water and sewer 2022 CIP for the Airport/River Road roundabout infrastructure improvement project

The total GRPU net income was \$1,462,000, before contributions, through June 30. The annual total budgeted net income was \$1,367,000.

Attached are some graphics for the operating revenue and expenses and operating actual versus budget through June 30.

Capital improvement projects (CIP) approved for 2022 totaled \$7,533,000, including the \$4,620,000 for the water plant renovation. The Minnesota state legislature did not approve a bonding bill this session so the water plant renovation project will be moved to 2023. Approximately 97% of CIP projects will be completed before the end of 2022 estimated at \$2,813,000 of the \$2,913,000 balance approved CIP projects.

As of June 30, GRPU purchased electric power of 81,407,000 kWh and sold 79,433,000 kWh with 7,617 electric connections. There were 225,000 water gallon units (unit = 1,000 gallons) pumped of which 51,000-gallon units used in processing. Water sold or accounted for was 146,000- gallon units through June 30 with 3,315 connections. The total domestic wastewater collection was 146,000-gallon units with 3,231 connections.

This financial report is a snapshot of the GRPU financial health based on the information available at this time. Tomorrow the financial information will be different as the utility continues to receive information which impacts the financial resources of the utility.

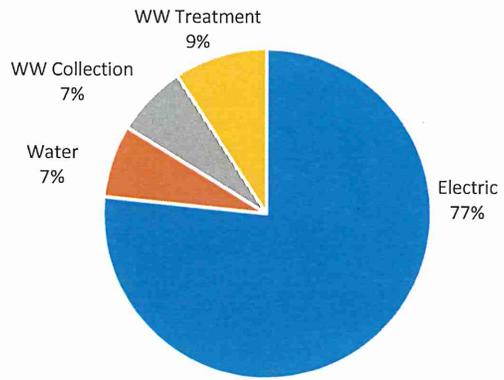
Please let me know if you have any comments or questions. Thank you.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION
Combining Schedule of Revenues and Expenses versus Budget
For the Six Months Ended June 30, 2022

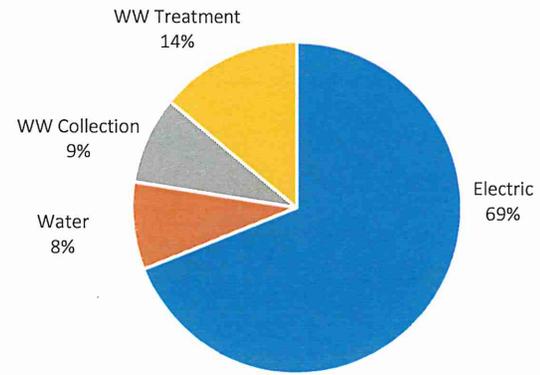
	ELECTRIC		WATER		WASTEWATER COLLECTION		WASTEWATER TREATMENT		TOTALS	
	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
OPERATING REVENUES										
Utility services - city	\$7,150,542	\$6,485,612	\$798,643	\$ 732,146	\$755,707	\$ 729,310	-	-	\$8,704,891	\$ 7,947,068
Utility services - rural	961,560	880,008	-	-	2,120	2,244	-	-	963,681	882,253
Public Authorities	-	-	16,771	17,316	78,325	65,079	-	-	95,096	82,395
Security lighting	27,482	28,654	-	-	-	-	-	-	27,482	28,654
Total Retail Sales	8,139,584	7,394,275	815,414	749,461	836,152	796,634	-	-	9,791,150	8,940,370
Purchasing power adjustment	1,369,503	488,889	-	-	-	-	-	-	1,369,503	488,889
Total Utility Revenue	9,509,087	7,883,164	815,414	749,461	836,152	796,634	-	-	11,160,653	9,429,259
Other operating revenue	234,229	134,441	86,788	108,111	54,974	47,154	\$1,176,165	\$ 1,623,722	1,552,156	1,913,428
Total Operating Revenues	9,743,317	8,017,604	902,201	857,573	891,127	843,788	1,176,165	1,623,722	12,712,810	11,342,687
OPERATING EXPENSES										
Purchased power	5,953,809	5,449,309	-	-	-	-	-	-	5,953,809	5,449,309
Production	-	-	283,475	320,528	-	-	-	-	283,475	320,528
Distribution/collection	555,572	546,416	217,379	191,538	134,819	426,124	-	-	907,770	1,164,078
Customer accounts	204,458	166,761	62,509	46,342	44,274	34,881	-	-	311,241	247,984
Administrative and general	502,549	489,917	186,807	207,510	125,944	132,524	-	-	815,299	829,951
Service Center	47,596	49,180	47,596	49,180	47,596	49,180	47,596	49,180	190,383	196,719
Domestic wastewater treatment					42,092	38,489	(450,502)	(545,577)	(408,410)	(507,088)
Industrial wastewater treatment					450,584	545,577	1,957,013	1,959,954	2,407,596	2,505,531
Depreciation and amortization	386,564	455,191	149,319	165,518	103,166	118,357	-	-	639,049	739,065
Total Operating Expenses	7,650,548	7,156,774	947,085	980,615	948,474	1,345,132	1,554,106	1,463,557	11,100,214	10,946,077
NET OPERATING INCOME (LOSS)	2,092,768	860,831	(44,884)	(123,042)	(57,348)	(501,344)	(377,941)	160,165	1,612,596	396,610
NONOPERATING REVENUES (EXPENSES)	(435,044)	(436,288)	(2,596)	(11,565)	(1,398)	(7,583)	288,045	-	(150,994)	(455,436)
INCOME (LOSS)	\$1,657,724	\$ 424,543	\$ (47,480)	\$(134,607)	\$ (58,746)	\$(508,927)	\$ (89,897)	\$ 160,165	\$1,461,602	\$ (58,826)

2022 Budget Total Income \$ 1,367,482

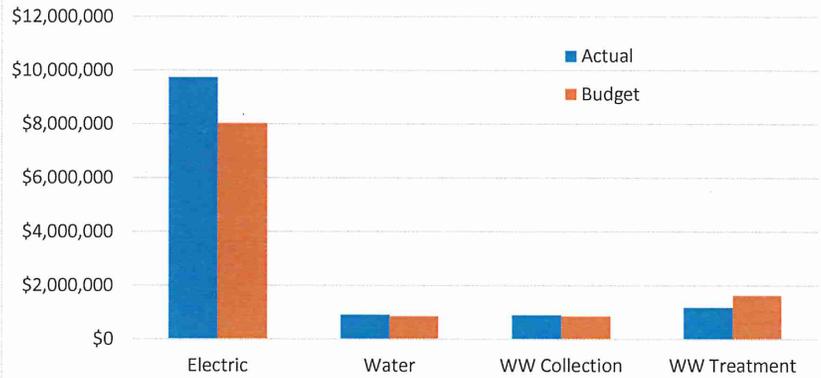
Actual Revenues thru June 30, 2022



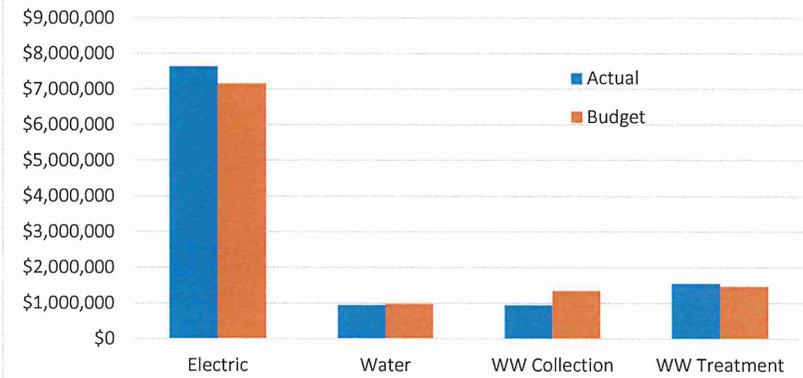
Actual Expenses thru June 30, 2022



Revenues Actual vs. Budget
Thru June 30, 2022



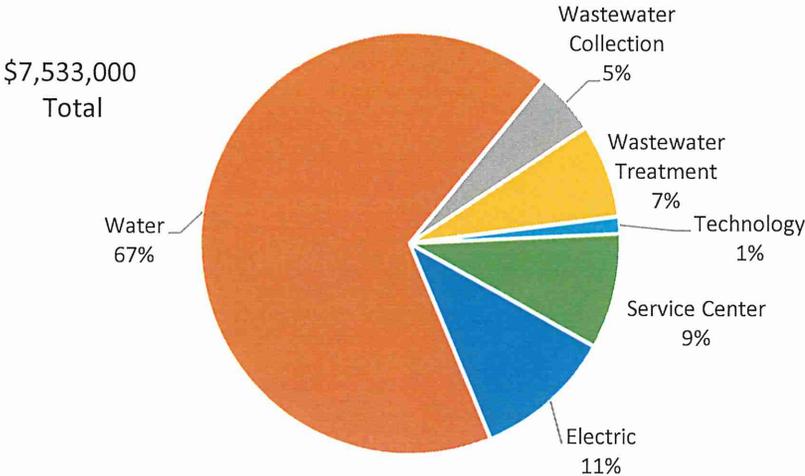
Expenses Actual vs. Budget
Thru June 30, 2022



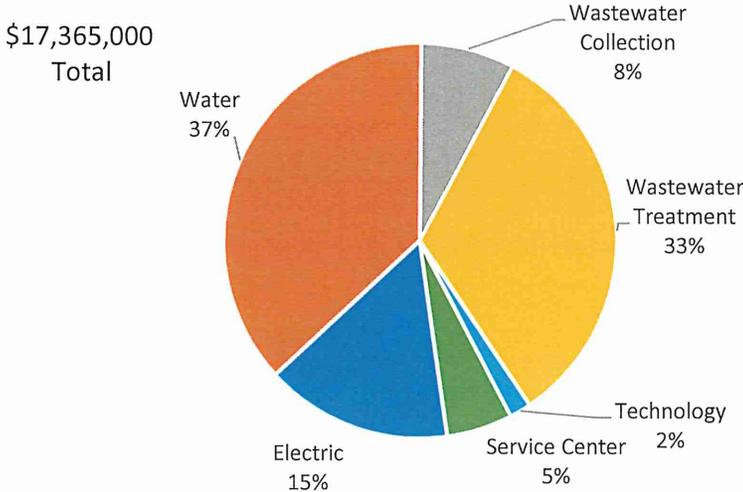
**Grand Rapids Public Utilities Commission
Capital Improvement Plan
Department Summary
2022 thru 2026**

	2022		2023	2024	2025	2026	TOTAL
	Estimated Cost to EOY	Approved Projects					
Electric	\$ 856,069	\$ 804,968	\$1,174,370	\$ 590,520	\$ 90,000		\$ 2,659,858
Water	5,048,161	5,059,160	174,000	595,586	557,580	\$ 38,000	6,424,326
Wastewater Collection	346,715	363,714	161,800	200,567	421,600	181,435	1,329,116
Wastewater Treatment							-
Domestic	150,000	150,000					150,000
Screenhouse						1,600,000	1,600,000
Primary Plant	167,035	190,035	70,000	70,000	150,000	100,000	580,035
Sludge Disposal	58,000	58,000					58,000
Secondary Treatment	125,000	145,000	325,000	555,000	2,283,000		3,308,000
Technology	98,000	98,000	85,000	85,000	40,000		308,000
Service Center	584,150	664,150	275,000				939,150
	<u>\$ 7,433,130</u>	<u>\$ 7,533,027</u>	<u>\$2,265,170</u>	<u>\$2,096,673</u>	<u>\$3,542,180</u>	<u>\$1,919,435</u>	<u>\$17,356,485</u>
Less - Water plant renovation	\$ 4,620,000	\$ 4,620,000					
NET Estiamted Thru EOY 2022	<u>\$ 2,813,130</u>	<u>\$ 2,913,027</u>					

Approved 2022 Capital Improvement Plan



Five Year Capital Improvement Plan



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

ELECTRIC DEPARTMENT SELECTED FINANCIAL AND OPERATING RATIOS (Unaudited)

	2021	2020	Industry Average (2020)*
FINANCIAL RATIOS			
Electric revenue per kWh			
All retail customers	\$ 0.103	\$ 0.101	\$ 0.097
Residential customers	\$ 0.117	\$ 0.108	\$ 0.111
Commercial customers	\$ 0.098	\$ 0.100	\$ 0.103
Industrial customers	\$ 0.085	\$ 0.084	\$ 0.071
Electric operating ratio	0.857	0.968	0.855
Net income (loss) per electric revenue dollar	\$ 0.026	\$ 0.032	\$ 0.059
Uncollectible accounts per electric revenue dollar	\$ 0.0011	\$ 0.0007	\$ 0.0020
OPERATING RATIOS			
Retail customers per non-power-generation employee	439	444	337
Total electric O&M expense per kWh sold	\$ 0.121	\$ 0.090	\$ 0.081
Total electric O&M expense (excluding power supply expense) per retail customer	\$ 301	\$ 329	\$ 557
Total power supply expense per kWh sold	\$ 0.088	\$ 0.074	\$ 0.058
Purchased power cost per kWh purchased	\$ 0.085	\$ 0.071	\$ 0.055
Retail customers per meter reader	7,456	7,504	7,690
Distribution O&M expense per retail customer	\$ 194	\$ 136	\$ 186
Distribution O&M expense per circuit mile	\$ 3,897	\$ 2,761	\$ 7,807

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

ELECTRIC DEPARTMENT SELECTED FINANCIAL AND OPERATING RATIOS (Unaudited)

	2021	2020	Industry Average (2020)*
Customer accounting, service and sales expense per retail customer	\$ 58	\$ 40	\$ 65
Administrative and general expense per retail customer	\$ 151	\$ 153	\$ 189
Energy loss percentage	3.98%	3.64%	3.41%
System load factor	71.6%	73.5%	56.1%

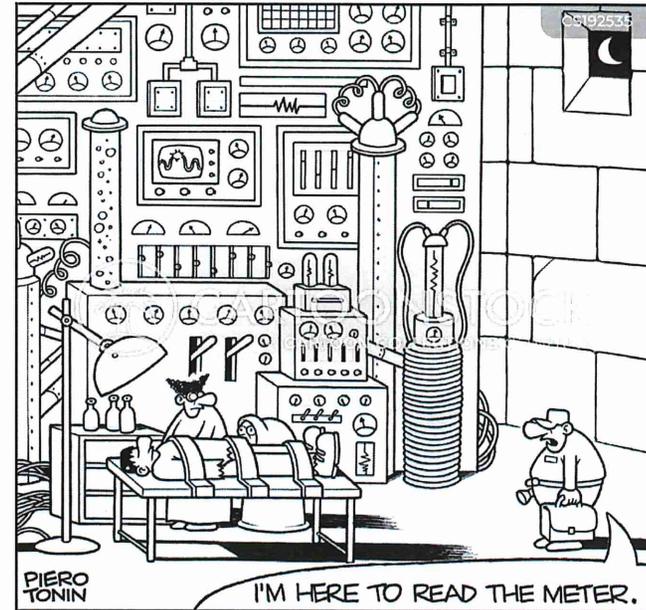
* APPA "Financial and Operating Ratios of Public Power Utilities"
published December 2021, using 2020 data.

GRPU FUN FACTS

BENEFITS OF AMI

- REAL TIME & ACCURATE BILLING INFORMATION
- REDUCES DISPUTES DUE TO BILLING ERRORS
- USEFUL FOR ENERGY CONSERVATION

"SURE GLAD GRPU INVESTED IN AMI" 😊



"Leadership is not a trumpet call to self-importance – it is an opportunity to serve." Mel Wallace

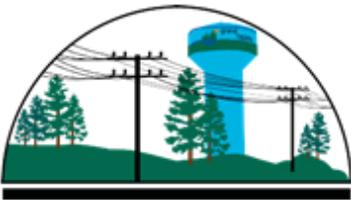
On March 30, 1910, the Grand Rapids Village Council adopted a resolution establishing a Water, Light, Power and Building Commission for the Village of Grand Rapids. In 1949, in accordance with state statutes, the Water, Light, Power and Building Commission was changed to a Public Utilities Commission.



Population in 1910 2,230

Population in 1949 5,966

Population in 2022 11,200



**GRAND RAPIDS
PUBLIC UTILITIES**

Service is Our Nature

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BUSINESS SERVICES DEPARTMENT MONTHLY REPORT August 2022 Commission Meeting

Safety

There were no OSHA recordable accidents in the Business Services Department last month.

Effective Wholesale Electric Power Rate Last Month

The attached graph shows the effective wholesale electric rate for last month and a chart on the aggregated NEMMPA peak versus non-NEMMPA peak.

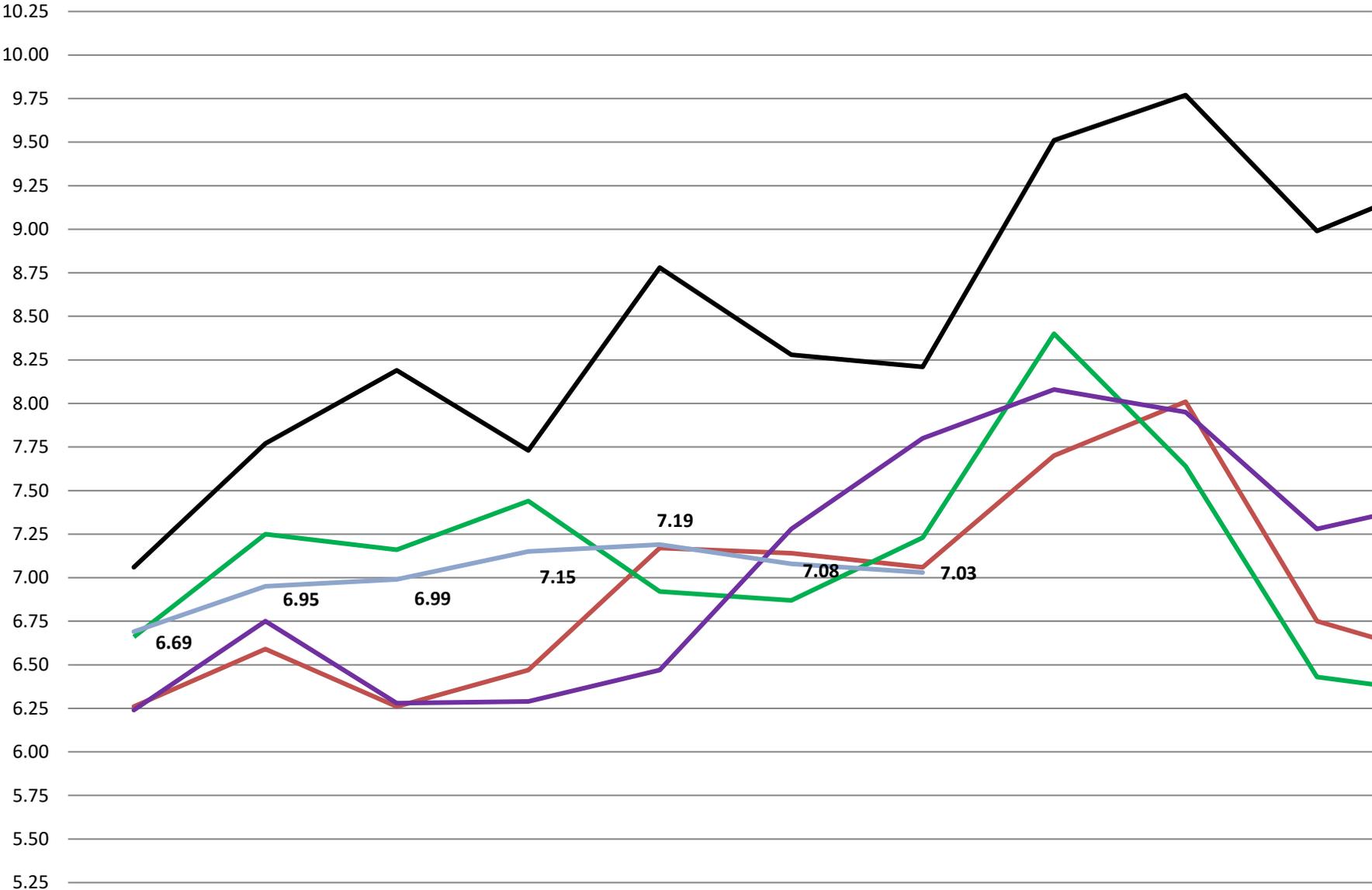
Projects Performed Last Month

- Continue training new customer service and accounting personnel.
- Cybersecurity awareness training (Knowbe4).
- Continued to review and improve instructions for customer service tasks.
- Met with Managers and Directors on budget versus actual financial reporting.
- Weekly Q & A meetings with Cogsdale trainers for GP Dynamics and Cogsdale.
- PIT Crew meetings for ERP software project to discuss process improvements.
- Collections and shut-off procedure implemented for each utility billing cycle.

Projects Scheduled for This Month

- Continue training customer service team members.
- Review processes identified in PIT Crew meetings with GRPU crew/team members and GFOA consultant for ERP software project to determine RFP ERP specific criteria.
- Work the 2022 operations and capital budget plan.
- Assist with managers in data capture for electric, water, wastewater rate studies.
- Clean up of accounts payable vendor descriptions and customer addresses in preparation for ERP software future implementation.
- Implement electronic vendor payments and email check payment information.
- Finalize review of revised customer application and implement.
- Develop standard operating procedures for the approved utility customer services policy.

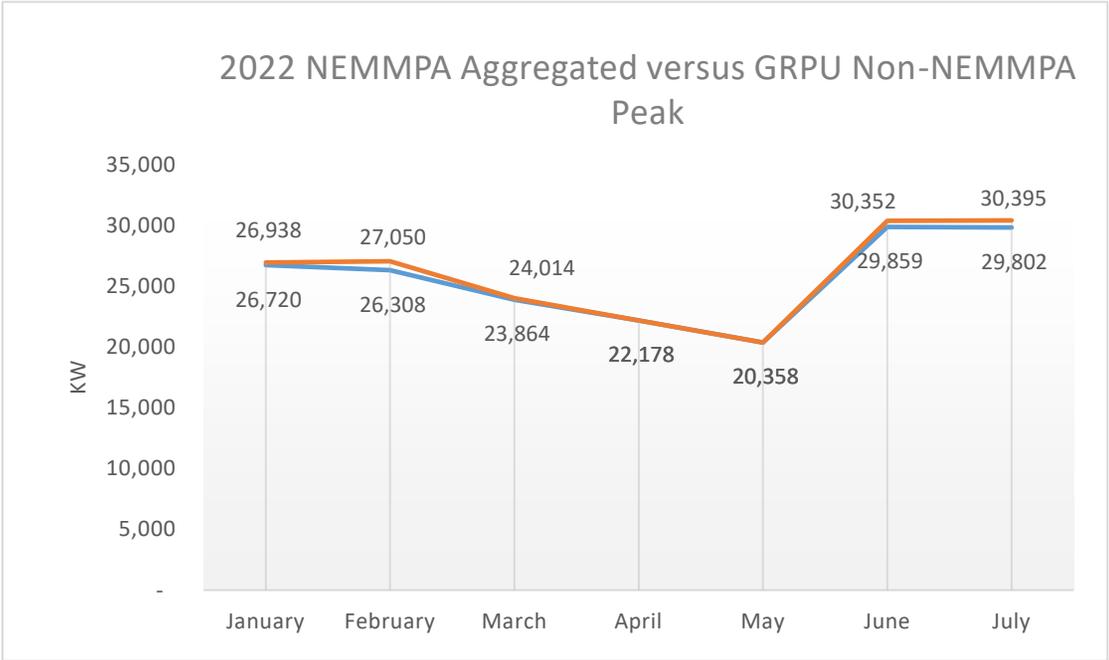
Wholesale Power Effective Electric Rate (¢/kWh)



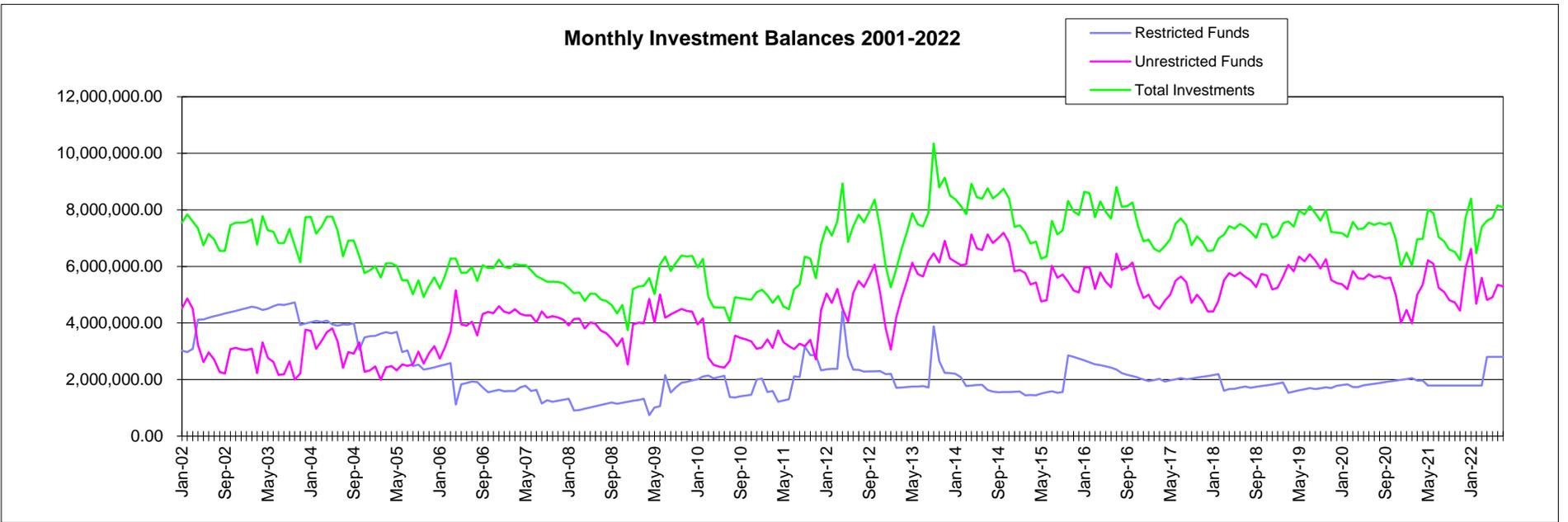
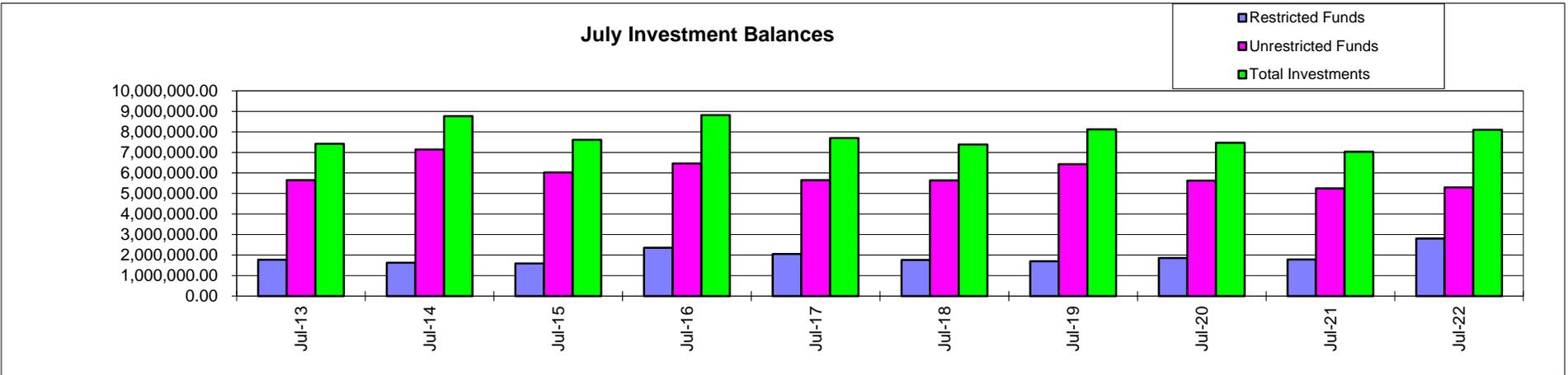
GRAND RAPIDS PUBLIC UTILITIES
PEAK INFORMATION
2022

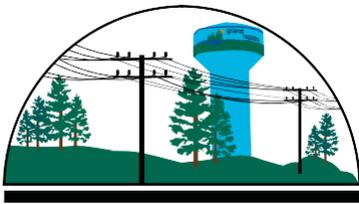
January February March April May June July August September October November December

	January	February	March	April	May	June	July	August	September	October	November	December
NEMMPA Aggregated Peak	26,720	26,308	23,864	22,178	20,358	29,859	29,802					
GRPU non-NEMMPA Peak	26,938	27,050	24,014	22,178	20,358	30,352	30,395					



	Jul-13	Jul-14	Jul-15	Jul-16	Jul-17	Jul-18	Jul-19	Jul-20	Jul-21	
Restricted Funds	1,769,780.03	1,630,538.77	1,587,734.95	2,358,638.97	2,054,122.48	1,758,655.71	1,701,142.88	1,851,870.42	1,788,487.11	2,802,818.00
Unrestricted Funds	5,646,308.68	7,135,778.74	6,022,868.69	6,456,210.04	5,643,885.46	5,628,676.40	6,426,718.39	5,616,741.57	5,246,291.03	5,295,624.26
Total Investments	7,416,088.71	8,766,317.51	7,610,603.64	8,814,849.01	7,698,007.94	7,387,332.11	8,127,861.27	7,468,611.99	7,034,778.14	8,098,442.26
Minimum target cash reserve				4,542,427.00	4,828,355.00	4,707,627.00	4,719,921.00	4,887,919.00	4,610,534.00	5,140,707.00





GRAND RAPIDS
PUBLIC UTILITIES

Service is Our Nature

Item 11.

500 SE Fourth Street • Grand Rapids, Minnesota 55744

ELECTRIC DEPARTMENT MONTHLY REPORT August 2022 Commission Meeting

Safety

- There were no OSHA recordable accidents last month.

Demand Threshold and Power Usage for past month

- The attached graph shows the system load with demand threshold for the past month.

Reliability Last Month

- We had six outages during the month.

Projects Performed Last Month

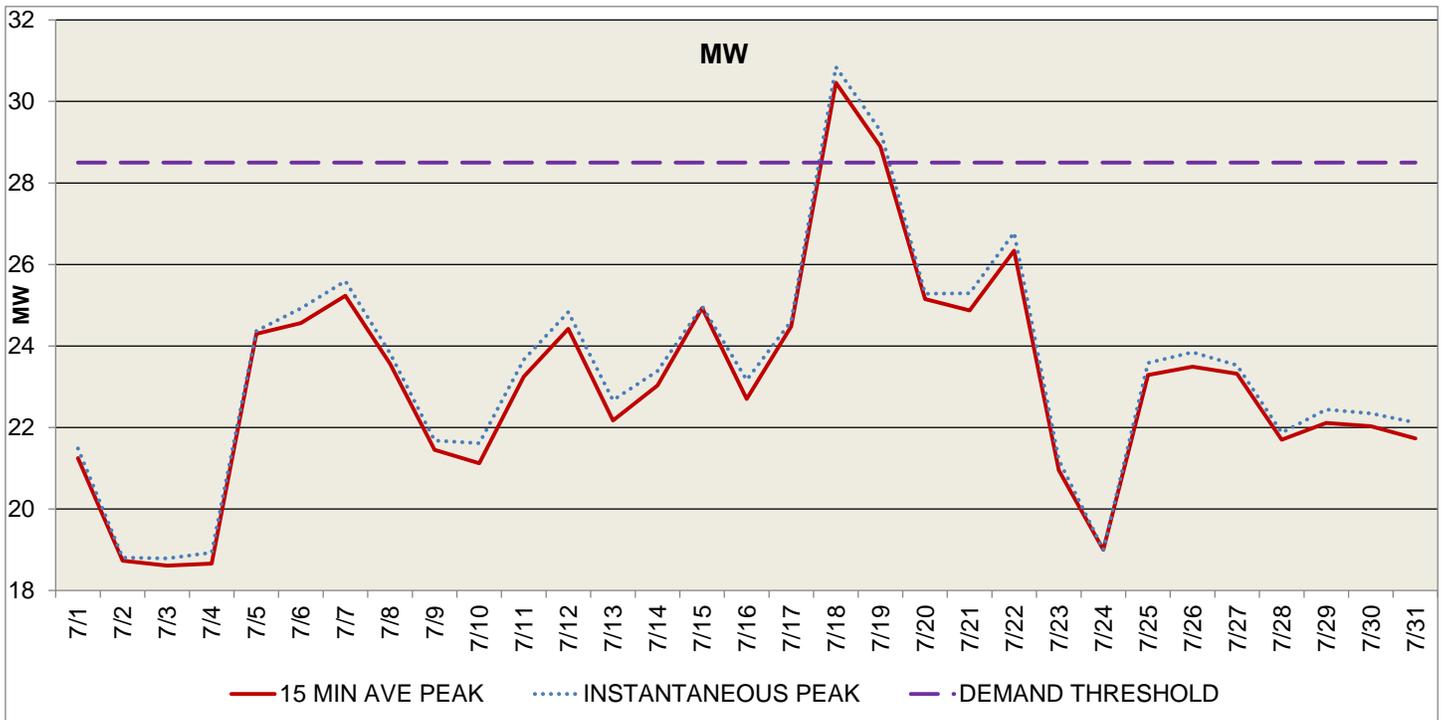
- Process improvement – customer service/call ins, internal project management, budget/financial work
- Customer, City, and Utility electric service project work
- Maintenance projects – tree trimming, substation work

Projects Scheduled for This Month

- Working on cable replacement projects, commercial services
- Solar plus Battery Storage project
 - System energized from GRPU grid 4/6, solar system operational
 - Battery compartment – individual cells replaced and tested, shipped back on site. Working through testing procedures with battery
- New services/construction 2022 – Best Western, Caribou coffee, Cenex station, County Courts and Jail project, LaPrairie campground, Maturi addition/old Kmart, MDI second service, Zips car wash, Wagner site development including lift stations, Woodland Bank
- City/County projects – County Road 63/Highway 2 trail project, SW 21st Street, Airport Road/River Road round about

GRAND RAPIDS PUBLIC UTILITIES COMMISSION				
JULY 2022 LOAD MANAGEMENT SYSTEM REPORT				
Jul-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
Minimum	18.79	18.61	28.50	
Maximum	30.85	30.46	28.50	
Average	23.38	23.09	28.50	
Total				2

Savings due to active load management system for month of July 2022 estimated at \$2700



GRAND RAPIDS PUBLIC UTILITIES COMMISSION
DAILY POWER USAGE

Jul-22	INST PK MW	15 MIN AVE PK MW	MW DEMAND THRESHOLD	CONTROLLED DAYS
7/1	21.49	21.25	28.50	-7.3
7/2	18.81	18.73	28.50	-9.8
7/3	18.79	18.61	28.50	-9.9
7/4	18.93	18.66	28.50	-9.8
7/5	24.37	24.30	28.50	-4.2
7/6	24.92	24.56	28.50	-3.9
7/7	25.59	25.23	28.50	-3.3
7/8	23.82	23.56	28.50	-4.9
7/9	21.68	21.45	28.50	-7.1
7/10	21.61	21.12	28.50	-7.4
7/11	23.66	23.25	28.50	-5.3
7/12	24.83	24.42	28.50	-4.1
7/13	22.67	22.17	28.50	-6.3
7/14	23.39	23.03	28.50	-5.5
7/15	24.98	24.93	28.50	-3.6
7/16	23.17	22.70	28.50	-5.8
7/17	24.61	24.48	28.50	-4.0
7/18	30.85	30.46	28.50	2.0
7/19	29.28	28.89	28.50	0.4
7/20	25.28	25.15	28.50	-3.4
7/21	25.29	24.87	28.50	-3.6
7/22	26.78	26.34	28.50	-2.2
7/23	21.20	20.95	28.50	-7.6
7/24	19.00	19.00	28.50	-9.5
7/25	23.58	23.29	28.50	-5.2
7/26	23.85	23.49	28.50	-5.0
7/27	23.53	23.32	28.50	-5.2
7/28	21.87	21.70	28.50	-6.8
7/29	22.44	22.11	28.50	-6.4
7/30	22.34	22.03	28.50	-6.5
7/31	22.12	21.73	28.50	-6.8
Minimum	18.79	18.61	28.50	
Maximum	30.85	30.46	28.50	
Average	23.38	23.09	28.50	
Total				2
		Peak Demand Day		Controlled Day

Monthly Report - Grand Rapids Public Utilities Commission

Grand Rapids Public Utilities Commission

Year 2022	Minimum duration 	Substation -----
Month 07 - July	Maximum duration 	Circuit -----
Annual Report? <input type="radio"/> Yes <input checked="" type="radio"/> No	Top-level Cause -----	Remove Major Events? -----

IEEE 1366 Statistics

Metric	Jul 2022	Jul 2021
SAIDI	1.624	0.015
SAIFI	0.0173	0.000267
CAIDI	93.753	60
ASAI	99.9962%	99.9999%
Momentary Interruptions	0	0
Sustained Interruptions	6	2

Circuit Ranking - Worst Performing

Ranked by Outage Count

Circuit	Substation	Number of Outages
Feeder 320	Main Substation	4
Feeder 326	Main Substation	1

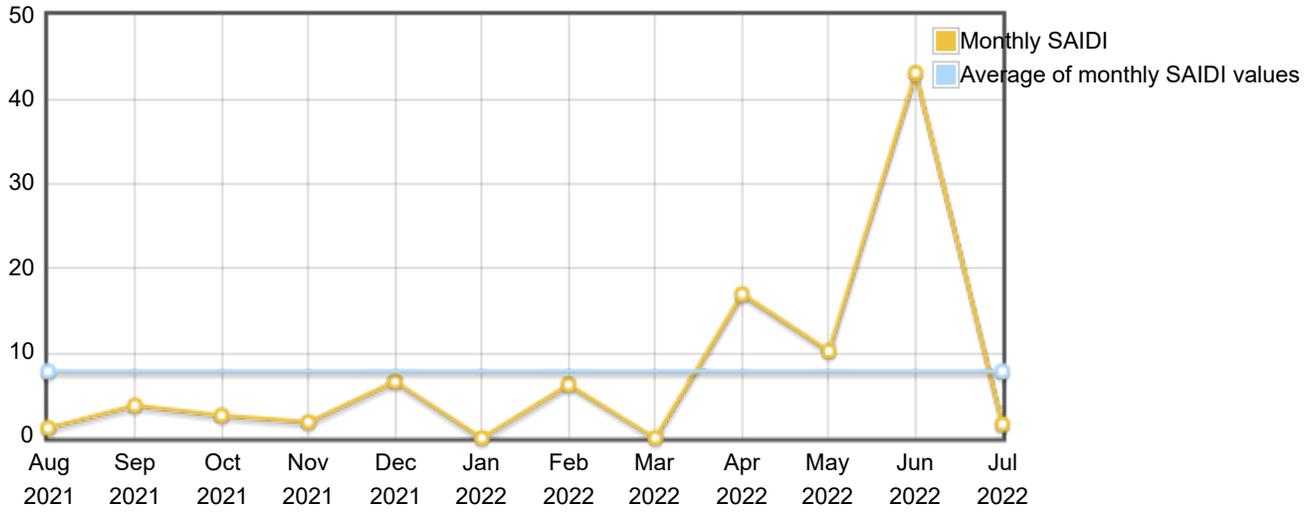
Ranked by Customer Interruptions

Circuit	Substation	Customer Interruptions
Feeder 320	Main Substation	61
Feeder 326	Main Substation	59

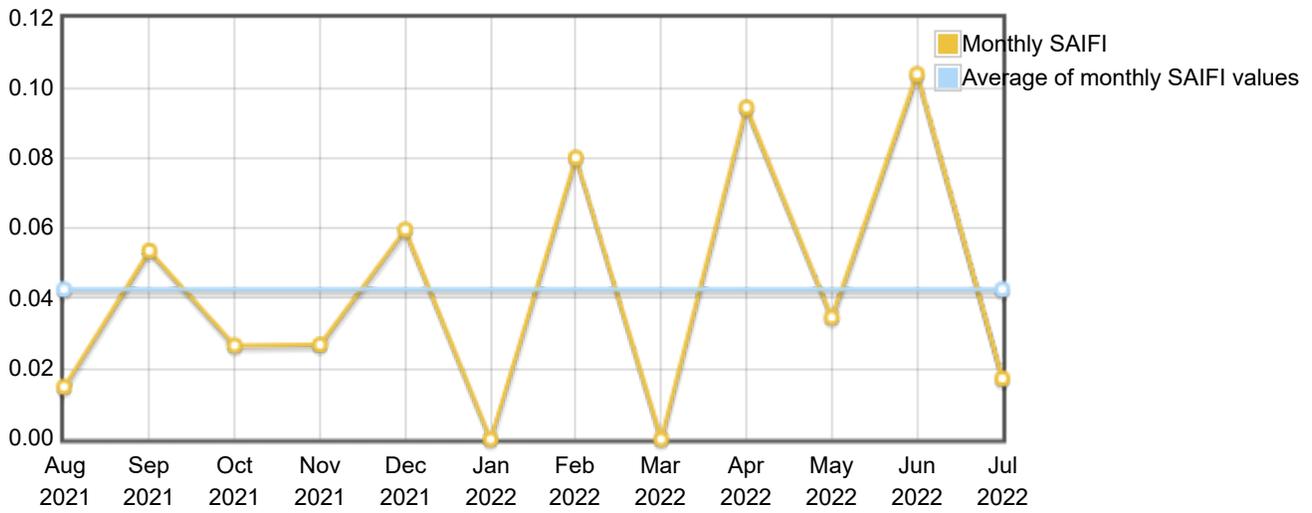
Ranked by Customer Minutes of Duration

Circuit	Substation	Customer Minutes of Duration
Feeder 326	Main Substation	5,841
Feeder 320	Main Substation	5,567

Historical Monthly SAIDI Chart



Historical Monthly SAIFI Chart

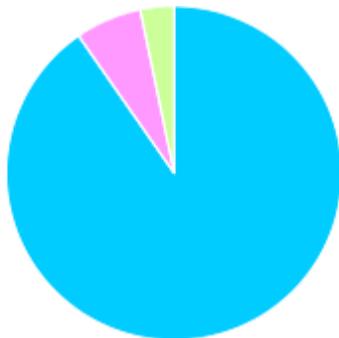


Causes Ranked by Count



Cause	Count
Tree	4
Squirrel	1
Unknown	1

Causes Ranked by Duration



Cause	Duration
Tree	11,012
Squirrel	780
Unknown	396

Top 6 Outages for the Month

Address	Customers Interrupted	Duration	Customer Minutes of Interruption	Cause	Start Date
NE 7th Ave, McGuire, Strader	59	99	5,841	Tree	07/03/2022
Stony Point Rd	19	178	3,382	Tree	07/18/2022
S Highway 169	11	99	1,089	Tree	07/18/2022
NE 5th Street	10	78	780	Squirrel	07/10/2022
Lakeview Drive, Crystal Springs	25	28	700	Tree	07/06/2022
SW 4th Street	6	66	396	Unknown	07/24/2022

Total Customers Affected for the Month:	130
Average Customers Affected per Outage:	21.666667





GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: August 17, 2022

AGENDA ITEM: Consider a motion to adopt Resolution Number 08-17-22-5 approving the Water Wastewater Jurisdictional Boundaries and Sanitary Sewer Maintenance policies.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

It is good practice for government to formally adopt customer related policies. These policies are central to a strategic, long-term approach to customer interaction and clarification of utility services provide and expectations of the GRPU and customers.

The attached Water Wastewater policies were reviewed and discussed with the GRPU Commission at the July 27 2022 work session meeting. The comments from the Commission and the General Manager have been incorporated into the attached policies which includes some revised language for clarification and reference to other GRPU policies.

RECOMMENDATION:

Consider a motion to adopt Resolution Number 08-17-22-5 approving the Water Wastewater Jurisdictional Boundaries and Sanitary Sewer Maintenance policies.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 08-17-22-5

ADOPT JURISDICTIONAL BOUNDARIES POLICY AND SANITARY SEWER MAINTENANCE POLICY AND DELEGATE AUTHORITY

WHEREAS, it is the Grand Rapids Public Utilities Commission (GRPUC) philosophy to adopt written policies which are central to a strategic long-term approach to customer interaction, and clarification of GRPUC utility services and expectation of customers; and

WHEREAS, the Water Wastewater policy delegates to the General Manager the ability to change the details of process if determined to be a change within the best practices for municipal utilities, accounting standards, federal law, and/or Minnesota state statutes as long as such changes are in accordance with Water Wastewater policies; and

WHEREAS, the GRPUC has reviewed and discussed the Jurisdictional Boundaries Policy and the Sanitary Sewer Maintenance Policy at the July 27, 2022 work session;

NOW, THEREFORE BE IT RESOLVED, THAT the Grand Rapids Public Utilities Commission has reviewed and adopts the Jurisdictional Boundaries Policy and the Sanitary Sewer Maintenance Policy and rescinds section 13 (items 13.1 & 13.2) of the Wastewater Collection and Treatment Operating Rules Policy on page 31 and 32 and also rescinds Section 3 Item 2 (2.1 through 2.3) and appendix E of the Water Operating Rules as adopted May 18, 2005 and June 15, 2005, respectively.

Adopted this 17th day of August, 2022.

GRPUC President

Witness:

GRPUC



Category: Water Wastewater	Subcategory: General Collection	Policy Number: 5.1.000 6.1.000
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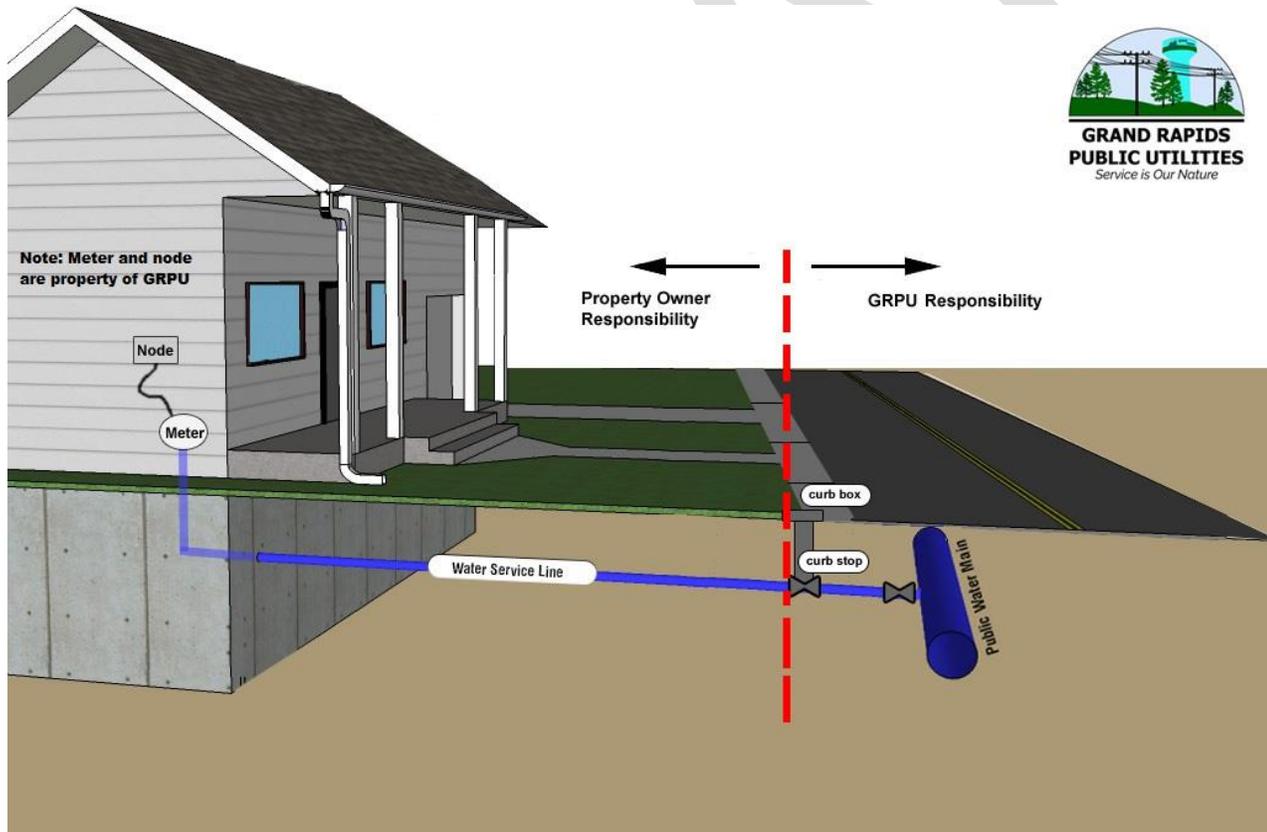
Section I - Introduction

This policy was developed to be used as a guide by Grand Rapids Public Utilities (GRPU) personnel and to provide GRPU customers the greatest practicable latitude in the use of utilities services consistent with reliable, economical and safe service to all customers. The result of using this policy should be consistent, logical and fair treatment of GRPU customers in regard to water and wastewater discussions.

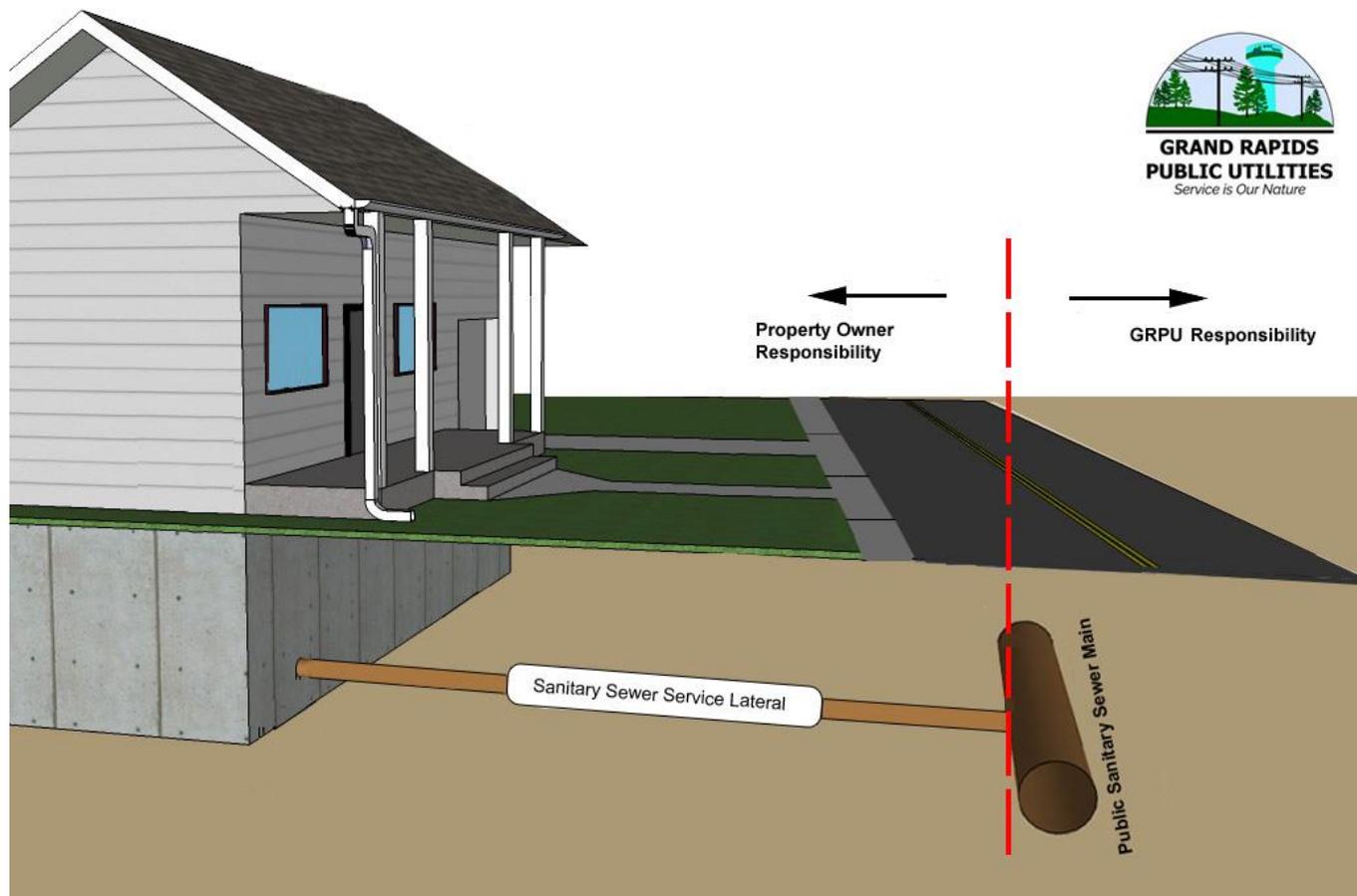
Legal ramifications of these policies are addressed in various parts of the Municipal Code.

Point of Delivery:

Private property owners are responsible for the maintenance of the water line from their property up to the curb stop, unless otherwise specified in customer's service agreement. The water meter and the water node are property of the GRPUC on the service line.



Private property owners are responsible for the maintenance of sanitary sewer components from their property up to and including the connection to the public system unless otherwise specified in customer's service agreement.



Tom Stanley
GRPUC President

Luke Francisco
GRPUC Secretary

POLICY HISTORY:

Proposed:	<u>August 17, 2022</u>
Adopted:	June 15, 2005
Revised:	June 1, 2005



COMMISSION POLICY

Sanitary Sewer Maintenance Policy

Item 12.

Category: Wastewater	Subcategory: Collection	Policy Number: 6.1.002
--------------------------------	-----------------------------------	----------------------------------

Section I - Introduction

This policy was developed to be used as a guide by Grand Rapids Public Utilities (GRPU) personnel and to provide GRPU customers the greatest practicable latitude in the use of utilities services consistent with reliable, economical and safe service to all customers. The result of using this policy should be consistent, logical and fair treatment of GRPU customers in regard to water and wastewater discussions.

Legal ramifications of these policies are addressed in various parts of the Municipal Code.

1. Purpose

It is the policy of the GRPUC to comply with all applicable state and federal regulatory requirements.

GRPUC intends to provide effective and efficient maintenance to its sanitary sewer system by evaluating political, social, safety, and economic concerns, among others. Procedures identified in this policy are intended to maintain the sanitary sewer system to prevent sewer backups. These procedures, when implemented, may also extend the service life of various components of the sanitary sewer system.

GRPU has approximately 70 miles of public sanitary sewer mains, approximately 1565 manholes and lift/pump stations within its sanitary sewer system. Procedures identified in this policy are intended to maintain GRPU's sanitary sewer system to prevent sewer backups and to extend the life of the system. GRPUC has developed and implemented this policy that takes into consideration public safety, GRPU's budget and personnel, environmental concerns, and the cost of implementation versus the benefit to be achieved. GRPU will use its employees, equipment and/or contractors to provide this service.

While GRPU fully intends to meet the guidelines established in this policy, there may be times when this is not feasible. Issues including, but not limited to, budget constraints, critical equipment failure, or weather and other emergencies may prevent GRPU from meeting the guidelines established herein. The GRPUC may override provisions established within this policy.

2. Routine Maintenance and Inspection Goals

A. Sanitary Sewer Mains

GRPU will maintain the components of the public sanitary sewer system. This includes sanitary sewer mains, manholes, lift stations, waste water treatment plants, and other components. See Policy 6.1.000 Jurisdictional Boundary for private property owner/GRPU responsibility.

Schedule – GRPU’s goal is to inspect and maintain the components of its sanitary sewer system according to the Sanitary Sewer Incentive Program offered by the League of Minnesota Cities Insurance Trust.

Equipment –The equipment used to perform maintenance will be a jetter vector truck and all associated equipment.

Television Inspection – GRPU’s sanitary sewer mains will be inspected by the television camera system. These records will be kept by GRPU per the legal retention time required.

B. Sanitary Line Categories

a. Category 1 Areas

The sanitary sewer mains and facilities identified as a category 1 area will receive more frequent maintenance as noted on jetting procedure, sewer maps and operational logs. Category 1 areas are identified as sections of the sewer system that have had prior back-ups or after televising it is revealed that there are roots present.

b. Category 2 Areas

These areas are known to have clay tile lines and have maintained their integrity and are considered by normal.

c. Category 3 Areas

These areas are known to have PVC lines and are well-constructed and considered to be better than normal.

C. Sanitary Sewer Lift Stations

GRPU maintains lift stations using specific maintenance that is reasonable and recommended. The number of lift stations, location, date of installation, and capacity of each lift station is kept on record. Maintenance for each lift station is reflected in Standard Maintenance Procedures (SMP).

Components of SMP include:

- Manufacturers’ recommended maintenance schedules for all lift station equipment
- Operating procedures for adjusting pump operations (manually or automatically) during wet weather to increase in-line storage of wet weather flows

- Setting wet well operating levels to limit pump start/stops
- Cleaning wet well
- Calibrating flow meters or conducting draw down tests
- Regular rotation of lead, lag, and backup pumps
- Regular inspections of lift station, alarm systems and electrical components
- Maintenance of operation logs and records for all lift station activities and inspections
- Clean force mains
- Inspect manholes to identify any Inflow/infiltration
- Repair pump wear rings and seal kits
- Identify problem areas/components

3. Inflow and Infiltration

Inflow and infiltration (I&I) occur when clear water gets into the sanitary sewer system. This may occur through cracks or leaks in the sewer pipes and manholes or through sump pumps incorrectly connected to the sanitary sewer system. Inflow and infiltration can lead to backups, overflows and unnecessary and expensive treatment of clear water.

GRPU addresses I&I in S.002 Sanitary Sewer Operating Rules Policy under section 7.0 PROHIBITED WASTES under Section 7.1 located here [GRPUC Operating Policy Rules Public Wastewater Collection](#).

The city of Grand Rapids has adopted and enforces the Minnesota Plumbing Code by ordinance. Under Chapter 11 Storm Drainage section 1101.2 Storm Water Drainage to Sanitary Sewer Prohibited. See section 1101.5.1. located here <http://epubs.iapmo.org/2015/Minnesota/index.html#p=106>

4. Personnel Responsibilities and Requirements

A. Exercise of Professional Judgment

It is expected that GRPU employees in accordance with their job duties and responsibilities, will exercise their professional judgment in the implementation of this policy. Further, it is expected that in emergency situations GRPU employees will be required to exercise their discretion and weigh political, social, and economic considerations including but not limited to public and employee safety, the potential for damage to private property and GRPU sanitary sewer system, and environmental concerns.

B. Training and Education

GRPU will provide training to employees responsible for maintenance of and emergency response to issues with the sanitary sewer system. Training of employees will include education necessary to earn and maintain appropriate operator certifications. Training will also address standard operating procedures, proper use of equipment, safety, emergency response and other topics required by state and federal regulatory agencies.

5. Documentation

GRPU will document all of its inspection and maintenance activities and emergency responses for its sanitary sewer system. These records will be kept in accordance with GRPU's records retention schedule.

6. Public Education

GRPU will regularly inform residents of their responsibilities related to sanitary sewer service. Topics may include jurisdictional boundaries, flushable wipes, insurance, back-water valves, clean water discharges etc.

Tom Stanley
GRPUC President

Luke Francisco
GRPUC Secretary

POLICY HISTORY:

Proposed: August 17, 2022
Adopted:
Revised:



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Item 12.

COMMISSION POLICY Water Operating Rules

Category:
Water

Subcategory:
General

Policy Number:
5.1.001

**GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
OPERATING POLICY RULES
WATER SYSTEM**

Adopted: June 15, 2005

Revised: June 1, 2005

April 13, 2022

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- III. Service Connection Operating Policies
- IV. Water Service Meters
- V. Service Connections -- General Issues
- VI. Billing
- VII. Water Distribution -- General Issues
- VIII. Water Distribution Collection -- Underground Utility Locations

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- Appendix B -- Utility Cut Permit (City of Grand Rapids)
- Appendix C -- Fees
- Appendix D -- Rates
- Appendix E -- Typical Ownership Drawing
- Appendix F -- Typical Meter Installation
- Appendix G -- Typical Water Service Detail

SECTION i - INTRODUCTION

This policy manual was developed to be used as a guide by Grand Rapids Public Utilities Commission (GRPUC) personnel and to provide each customer the greatest practicable latitude in the use of service consistent with reliable, economical and safe service to all customers. The Grand Rapids Public Utilities Commission Water System Policy is on file at the Grand Rapids Public Utilities office, 500 SE 4th Street, Grand Rapids, MN 55744, Telephone: 218-326-7024, Fax: 218-326-7499, TDD: 218-326-7487. Copies are obtainable by any customer upon request made in person, telephone, or by mail at the GRPUC office. The result of using this manual should be consistent, logical and fair treatment of GRPUC customers in regard to water issues.

Legal ramifications of these policies are addressed in various parts of the Municipal Code.

SECTION ii - DEFINITION

- 1 Customer
- 2 Company
- 3 Water Service
- 4 Point of Delivery
- 5 Public Water System
- 6 City
- 7 Building Official
- 8 Service Agreement
- 9 Notice
- 10 Meter
- 11 Operating Policy

DEFINITIONS:

The following terms when used in these Operating Policy Rules, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

1. **Customer:** Any individual, partnership, association, firm, public or private corporation or governmental agency having GRPUC's water service at any specified location.
2. **GRPUC:** Grand Rapids Public Utilities Commission, a municipal corporation established under M.S.A. 412.321 – 412.391.
3. **Water Service Line:** Means the water service extension from the building to the curb stop. This word is synonymous with water line.
4. **Point of Delivery:** The end of GRPUC's service is at the curb stop. It's the customers responsibility to maintain the service line from the curb stop to the building, unless otherwise specified in Customer's Service Agreement.
5. **Public Water System:** Means all facilities for connection, pumping, treating, storage, and distribution.
6. **City:** Means the City of Grand Rapids.
7. **Building Official:** Means the Building Official of the City of Grand Rapids, Minnesota.
8. **Service Agreement:** The agreement or contract between GRPUC and Customer pursuant to which service is supplied and taken.
9. **Notice:** Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.
10. **Meter:** The meter auxiliary devices, if any, constituting the complete installation needed to measure the water supplied to any Customer at a single point of delivery.
11. **Operating Policy:** Means the set of rules contained herein governing the distribution of water.

SECTION I - SERVICE CONNECTION PERMITS

1. Scope

- 1.1 The policies enumerated in this Section are limited to that portion of a water service that is located on a public right-of-way. (That portion of a service located on private property is addressed by the City Building Code.)

2. Permit Application Procedure

- 2.1 No water service construction or connection shall be done without an approved "Service Construction or Connection Permit". Failure to secure the required Permit(s) will result in penalties as imposed by the applicable section of the Grand Rapids Municipal Code.
- 2.2 A customer applying for a Service Construction or Connection Permit must use the application form furnished by the GRPUC. (Appendix A)
- 2.3 This form must be filled out and submitted to the GRPUC office with the applicable permit application fee.
- 2.4 Once the permit application is submitted, the GRPUC General Manager (or his/her designated representative) will review and approve or disapprove the application within 5 working days. Approved permits will be mailed to the applicant. Permit applications that are not approved will be returned to the applicant with an explanation of the disapproval.
- 2.5 The water Service Construction or Connection Permit DOES NOT include a Utility Cut Permit. If such a permit is required, the applicant must also obtain a Utility Cut Permit/Right-of-Way Permit through the City of Grand Rapids Engineering Department. (Appendix B)

3. Permit Fees

- 3.1 The permit application fee (see Appendix C for the amount of this fee) will be retained by the GRPUC whether or not the application is approved.
- 3.2 If the application is approved, there will also be a water service construction or connection permit fee. (Appendix C)
- 3.3 The water service permit fee is based on a 5/8-inch meter. If the customer requests a larger meter, there will be an additional charge covering the extra meter cost.
- 3.4 Service Construction or Connection Permit fees cover only the following items:
a) GRPUC processing costs and costs to set up billing accounts;
b) GRPUC inspection costs
- 3.5 Service Construction or Connection Permit fees DO NOT INCLUDE the following (this list is not necessarily all-inclusive):
a) piping materials, fittings, etc.
b) incidental construction materials
c) installation labor
d) backfill materials and labor

- e) street pavement restoration
- f) curb and gutter, sidewalk, turf, restoration, etc.

4. Service Construction or Connection Permit Procedures

- 4.1 A copy of the approved permit(s) must be available at the work site whenever work is progressing.
- 4.2 No work shall be backfilled until inspected and approved by the GRPUC General Manager or his/her designated representative.
- 4.3 Upon completion of the work, the permit must be signed by the designated GRPUC inspector and the customer and returned to the GRPUC offices.

5. Services Constructed as Part of a Watermain

- 5.1 When watermains are constructed in newly developed areas, the GRPUC requires the construction of service lines from the mains to property lines as part of the main construction project. (In such cases the cost of constructing the service lines is funded by special assessments and/or the developer.)
- 5.2 Construction of such services must be done in accordance with drawings and specifications prepared or approved by the City Engineer.
- 5.3 When a property owner wishes to connect, a service connection permit must be obtained as outlined above.
- 5.4 Normal permit fees may be reduced by an amount equal to the GRPUC inspection costs. All other permit requirements and conditions apply.

6. Services to Newly Annexed Property

- 6.1 When properties are annexed to the City, it sometimes occurs that the properties have access to previously constructed water mains. In these cases, the newly annexed properties are permitted to connect to the mains. However, a special connection fee related to any past special assessments of these mains will be charged to the customer.
- 6.2 That special connection fee will be all or a portion of the cost of any special assessment that would have been levied if the property had been in the City at the time of the special assessments. The fee will be calculated according to the following table:

Years after main construction	Fee = this % of assessment
0-5	100%
5-10	75%
10-15	50%
15-20	25%
20-30	15%
Over 30	0%

SECTION II - SERVICE CONSTRUCTION REQUIREMENTS

1. Scope

1.1 The policies enumerated in this Section are limited to that portion of a water service that is located on a public right-of-way. (That portion of a service located on private property is addressed by the City Building Code.)

2. GRPUC Involvement in Service Construction

2.1 The GRPUC DOES NOT INSTALL WATER SERVICES.

3. Plumber or Contractor Required

3.1 A licensed plumber or contractor is required to perform or supervise all work associated with service connection construction as defined in this Section.

4. Material Requirements for Water Services:

4.1 Water service lines 2" in diameter or smaller are to be ASTM B88, Type K copper tubing.

4.2 Water service lines over 2" in diameter are to be Class 52 ductile iron pipe (AWWA C150).

4.3 Corporation stops at the main are to be cast brass as manufactured by Mueller Company No. 15000 or approved equivalent.

4.4 Curb stops are to be cast brass as manufactured by Mueller Mark II Oriseal or approved equivalent.

4.5 All fittings and connections on copper services are to be flared.

5. Construction Requirements:

5.1 Water service lines (except fire/sprinkler lines) are to be constructed as shown on the detail drawing(s) in Appendix E through G.

5.2 Maximum allowable tapping sizes for various watermain diameters are as listed in the following table:

C.I.P. or D.I.P. Diameter	Maximum Direct Tap Size	Maximum Size Corporation with Full Circle Stainless Steel Tapping Saddle
4"	3/4"	1"
6"	1"	1½"
8" and larger	1"	2"

All other taps shall be made with an approved tapping sleeve and valve.

- 5.3 The backfilling of service line excavations and restoration of disturbed surface improvements are to be as required by the City of Grand Rapids Utility Cut Permit/Right-of-Way Permit.
- 5.4 All water service lines shall be electrically conductive.

SECTION III - SERVICE OPERATING POLICIES

1. Separate Services Required

- 1.1 It is the intent of the GRPUC to limit the existence of water lines that serve more than one building.
- 1.2 In no event shall a water service line serve more than one parcel of property.
- 1.3 If a single property parcel is developed with multiple buildings (e.g., an apartment complex), a single line serving more than one building may be constructed only with the written approval of the GRPUC General Manager or his/her designated representative. Such approval will be granted only if the provision of separate services to each building is impractical. (The fact that a single service may be less costly to construct does not necessarily make multiple service lines "impractical".)
- 1.4 If an existing, single parcel of property with multiple buildings that are served by a single water service line is subsequently subdivided, additional services must be constructed so that each parcel is served by separate water service lines.

TO BE RESCINDED (IN RED)

2. Ownership of Water Service Lines

- 2.1 The City and/or GRPUC own the watermain, valves, hydrants and similar appurtenances. The City and/or GRPUC also owns that part of a water service line from the main to and including the curb stop (or other type of shut-off). However, if the curb stop or other shut-off is located outside the public right-of-way, City and/or GRPUC ownership ends at the edge of the right-of-way.
- 2.2 The property owner served by a water service line owns that part of the service not owned by the City.
- 2.3 A drawing depicting typical ownership is included in Appendix D.

3. Maintenance, Repair and Replacement of Service Lines

- 3.1 The GRPUC will maintain, repair and replace (at its own cost) those portions of service lines that are owned by the City and/or GRPUC. Such maintenance, repair and replacement will be done only during the useful life of the service line and such maintenance, repair and/or replacement will be at the discretion of the GRPUC. If a service line is beyond its useful life, the property owner will be responsible for maintenance, repair and replacement of those portions of the service line owned by the City and/or GRPUC.

- 3.2 Property owners will maintain, repair and replace (at their cost) those portions of service lines that they own.
- 3.3 The GRPUC will maintain and repair (at its own cost) those portions of the water main that are owned by the City and/or GRPUC.

4. Abandonment and Removal of Service Lines

- 4.1 Any water service that is no longer being used (for example, when a house is demolished) shall be considered an abandoned service. All abandoned services shall be removed by the property owner at his own expense.
- 4.2 Water service lines to be abandoned shall be excavated and disconnected at the watermain. (Corporation stops need not be removed.)
- 4.3 Under extreme circumstances and at his/her sole discretion, the GRPUC General Manager or his/her designated representative may temporarily waive the above requirement. If such waiver is granted, the affected property owner must make a cash payment to the GRPUC in an amount equal to the cost of removal. This amount will be calculated by the GRPUC.
- 4.4 If removal requires work within the public right-of-way, the property owner must obtain a Utility Cut Permit/Right-of-Way Permit from the City of Grand Rapids Engineering Department.
- 4.5 Abandoned services shall be removed within one year of the date of the last use of the service. If removal is not done within that year, the GRPUC will arrange for the removal of the service and will bill the property owner for all expenses of removal plus an additional amount (25% of expenses) to provide for any overhead expenses.
- 4.6 Whenever a new building is erected on the site of an old building and it is desired to increase or to change the water service, no connection with the watermain may be made until the old service is removed.

5. Frozen Services

- 5.1 Upon being notified by a property owner or resident that a water service line is frozen, the GRPUC will attempt to thaw the service line.
- 5.2 That portion of the service from the main to the curb stop or shut-off will be thawed first. If thawing this portion restores service, no charge to the property owner or resident will be made.
- 5.3 Paragraph 5.2 will apply only once per winter. That is, if the GRPUC thaws a service that is frozen on the GRPUC-owned side on the curb stop, the property owner becomes responsible for keeping the line thawed (e.g., by maintaining a constant flow in the amount of flow which will be determined by the GRPUC.) In this case, the property owner will be permitted by the GRPUC to maintain a constant flow and no water usage charge above the customer's normal monthly bill will be made. If thawing is required a second time, a service thawing charge (Appendix C) will be made.
- 5.4 If service is not restored by thawing between the main and the shut-off, the GRPUC will attempt to thaw the remaining (i.e., privately owned) portion of the service line. If thawing this portion restores service, a "service thawing charge" will be made. The amount of the charge will be listed in Appendix C.

- 5.5 If a service is frozen on the privately owned side of the curb stop, the owner will have one calendar year to replace the frozen line at a depth below the frost line (i.e., lower than 8 feet). During the winter of that first year, the property owner can request, and will be granted, the permission of the GRPUC to maintain a constant flow in the service line. If they do not replace the service line within one year, they will be billed for all water used including the extra water used to maintain constant flow, as determined by the GRPUC, to keep the line from freezing.

SECTION IV - WATER SERVICE METERS

1. Initial Installation

- 1.1 The GRPUC will furnish all meters.
- 1.2 A 5/8-inch meter will normally be furnished. The GRPUC will furnish a larger meter upon the request of the connecting customer.
- 1.3 The cost of a 5/8-inch meter is included in the normal service connection fee. (See Section I.) Any and all cost above the cost of a 5/8 inch meter associated with the furnishing of a larger meter will be added to the construction and connection permit fee and will be the responsibility of the customer.
- 1.4 Meters are to be installed by the customer or by a licensed plumber hired by the customer.
- 1.5 After installation, the connecting customer shall contact the GRPUC and arrange for the inspection of the meter installation and the sealing of the meter.
- 1.6 All meters shall have a remote reader installed. The GRPUC will install the remote reader and associated wiring at no charge to the customer. At the discretion of the GRPUC, the GRPUC may install automated meter reading devices (AMR).
- 1.7 A sketch of a typical water meter installation is included in Appendix E.

2. Ownership of and Access to Water Meters

- 2.1 The GRPUC will retain ownership of water meters.
- 2.2 The meter, remote reading device and/or AMR must be readily accessible to the GRPUC for monthly reading as well as for repair or replacement.
- 2.3 If a customer denies the GRPUC access to a water meter at any reasonable time, the GRPUC may shut off the water supply. The supply will remain shut off until access is provided and a scheduled "Water Shut-Off and Restoration Fee" (Appendix C) is paid. The customer may elect to have the GRPUC install an AMR device at his/her cost.

3. Meter Repair

- 3.1 The GRPUC will repair or maintain water meters.
- 3.2 Normal maintenance or repair costs will be paid by the GRPUC.
- 3.3 Costs incurred by the GRPUC for maintenance or repair due to negligence (e.g., freezing) will be billed to the customer. In such cases, the customer will be charged the full cost of repair, maintenance or replacement as determined by the GRPUC. The customer shall also relocate or protect the water meter in a manner that will prevent future damage (e.g. from freezing).

4. Meter Testing

- 4.1 Any customer may request that a water meter be tested by the GRPUC.

- 4.2 If meter testing shows that the meter is accurate to within +/- 5%, the customer shall pay all testing costs including removal and reinstallation.
- 4.3 If a meter is more than 5% inaccurate, the GRPUC will remove, test and repair or replace (at its sole discretion) the meter at no cost to the customer.

5. Meter Replacement

- 5.1 If a customer requests a different size meter (e.g. due to increased usage), the GRPUC will supply the larger meter. The customer will be charged for the cost of the new meter less the depreciated value of the old meter. (Meters will be depreciated over a 33-year period by the straight-line method.)
- 5.2 If a meter is replaced by the GRPUC due to obsolescence, the customer will be charged only for the extra cost above the cost of a new 5/8 inch meter. The GRPUC will, and at its' sole discretion, determine if and when a meter is obsolete.

SECTION V - SERVICE CONNECTIONS/GENERAL ISSUES

1. Water consumption will be based on the volume of water used. Rates will be set from time to time as determined by the GRPUC.
2. The GRPUC may also initiate "ready-to-serve" rates for potentially high demand users. (An example of a high demand user is the owner of a building that is equipped with fire sprinklers.) Any ready-to-serve rate will be computed on a case-by-case basis.
3. If a building is served by a "fire line", a separate service line and meter for domestic water use will be required. Connections or taps on a fire line must be for fire suppression purposes only. No domestic or process water uses can be served through a fire line. (The purposes of this requirement are: 1) to ensure that all domestic and process uses are metered; and 2) to ensure that domestic and process use can be shut off [for example, for non-payment] without affecting fire safety.)
4. Cross connections (as defined in the Minnesota Plumbing Code) are strictly prohibited. It is the responsibility of each water user to control and prevent cross connections on his/her property or premises. The GRPUC reserves the right to inspect any premise where a cross connection is suspected to exist. If a cross connection is found, the GRPUC will shut off water service immediately. Water service will not be restored until the Grand Rapids City Building Official certifies that the cross connection has been eliminated. A scheduled water shut off and restoration fee (Appendix C) will be billed to the customer to offset GRPUC costs for water shut-off and restoration.
5. Seasonal water users can request that water service be shut off for any length of time. No shut-off charge will be made. When the user requests restoration of water service, a scheduled water shut off and restoration fee (Appendix C) will be added to the next water billing.
6. Water users may request that water service be temporarily shut off for reasons other than seasonal use. (For example, household plumbing repairs may require a temporary shut-off.) There will be no charge by the GRPUC for this service if the shut-off and restoration can be scheduled into the normal GRPUC work plan. However, if for any reason, the customer requires an immediate (unscheduled) shut-off an "Unscheduled Shut-off and Restoration Charge" (see Appendix C) will be billed to the customer.
7. Water customers may not "resell" water services. For example, an apartment complex that has one or more master meters (upon which GRPUC bills are based) may not meter individual apartments for the purpose of charging those apartments on the basis of usage.

SECTION VI – BILLING

1. **Application for Utility Service:** All customers applying for utility services must complete and sign the *Application for Utility Service. (Appendix A)*. Information requested is necessary to supply utility services for billing purposes and for notification of the homeowner regarding emergency services. The signed Application must be on file in the offices of the GRPUC within one week of connection of utility services, or services may be subject to disconnection.
2. **Meter Reading and Billing:** GRPUC meter readers read Customer’s water meters monthly and statements are mailed out to Customers, according to established cycle billing procedures. A return courtesy envelope is included with the statement for Customer convenience. Non-receipt of bills does not release or diminish the obligation of Customer with respect to payment thereof. Customers who have questions about their bill may call the GRPUC office.
3. **Payment of Utility Bills:** Bill payments may be mailed to the GRPUC using the self-addressed courtesy envelope included with the bill statement, or in person at the Public Works/ Public Utilities Service Center at 500 SE 4th Street. Payment drop boxes are located at the following locations:

Ogle’s Foods	Cub Foods	Public Works/ Public Utilities Building
503 NW 4 th Street Grand Rapids, MN (located in entryway)	2420 S Pokegama Ave Grand Rapids, MN (located in entryway)	500 SE 4 th St Grand Rapids, MN (on pedestal North side of building)

Customers may also choose to have their bills automatically paid from their checking or savings accounts through the Direct Payment Plan. Authorization forms are available at the GRPUC office.

Residential Customers are also given the opportunity to participate in our Budget Billing Program. Program eligibility requirements and authorization forms are available at the GRPUC office.

4. **Delinquent Bills/Late Payment Charges:** Utility bills not paid in full by the due date stated on the bill statement will become delinquent and the total amount of the balance due on the statement shall be subject to a late payment charge of 1.5% per month or a minimum charge of \$1.00, whichever is greater, if the unpaid balance due exceeds \$10.00. The GRPUC will notify Customer by a Final Notice letter of the delinquency, the amount of the late charge, and the policies related to disconnection of services. Accounts not paid by the due date stated on the Final Notice are subject to disconnection of services. No Late Payment Charge will be charged on any portion of a utility balance in dispute while dispute procedures are underway. A Late Payment Charge may be retroactively charged on the settled amount after dispute procedures are completed. Any bills remaining unpaid on closed accounts will be transferred to a new account.
Water bills and other charges that have not been paid within twenty-five (25) days, the bills are considered to be delinquent, may be certified against the property served per Minnesota Statutes 444.075. The taxpayer of record will receive notice of the proposed assessment amount. The GRPUC General Manager or designated representative will certify unpaid utility charges to the County Auditor by December 28, for collection as other taxes are collected; such charges constitute a continuing lien against the property served.
5. **Disconnection and Reconnection of Services:** If Customer service is shut off for non-payment, the amount stated on Final Notice must be paid in full, along with a reconnection charge, before service be reconnected. Reconnection charges are established by the GRPUC and are found in Appendix C.

the event of a condition determined to be hazardous to a customer, to other customers of GRPUC, to the GRPUC equipment, or to the public in general, and service is shut off, there will be no charge for reconnection when the condition has been remedied.

6. Adjustment for Inaccurate Meter Registration: In the event that any routine or special test of a meter discloses its average accuracy of registration to be in error by more than 5%, fast or slow, GRPUC will refund the overcharge for a fast meter or charge for water consumed, but not included in the bills previously rendered, for a slow meter. The refund or charge for both fast and slow meters will be based on corrected meter readings for a period equal to one-half the time elapsed since the last previous test but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed to that date, but in no event for a period longer than one (1) year.

Whenever any bill or bills have been adjusted or corrected as provided above, GRPUC will refund to existing Customer any amount due when the amount due exceeds one (\$1) dollar or to previous Customer any amount due when the amount due exceeds two (\$2) dollars or the GRPUC will bill Customer for any amount owed when the amount owed exceeds ten (\$10) dollars, as the case may be.

7. Disputed Utility Billings: Should a utility customer dispute, as being unjustified, his/her utility billing or subsequent notice of delinquency, he/she must contact the Business Office of the GRPUC within ten (10) days from the date of said billing or notice to arrange for a hearing. Said hearing shall be with the General Manager of the GRPUC whose decisions in such hearings shall be final.
8. Unlawful Use of Service: In any case of tampering with meter installation or interfering with the proper functioning thereof, or any other unlawful use or diversion of service by any person, or evidence of any such tampering, interfering, unlawful use or service diversion, Customer will be subject to immediate discontinuance of service, without notice, and to prosecution under applicable civil laws per Minnesota Statutes 325E.026, subd.2, and the GRPUC shall recover double the cost of the service provided, plus the costs involved in the civil action.

SECTION VII -- WATER DISTRIBUTION/GENERAL ISSUES

1. The GRPUC makes no warranty to its customers regarding continuous service, water quality, constant water pressure or any other condition except as otherwise required by Federal or State law.
2. Other infrequent uses of large amounts of water (such as filling a swimming pool) will be treated in the same manner as construction water. That is, the charge for water provided will be a hydrant meter installation charge plus the normal volume charges for the water used.
3. Any damage done to watermain, valves, valve boxes, hydrants or any other component of the water distribution system will be repaired by the GRPUC (with its own or hired forces). The cost of such repair will be billed to the party or parties responsible for the damage.
4. Repair of Leaks. It is the responsibility of the consumer or owner to maintain the service line from the curb stop to the building. In case of failure upon the part of any consumer or owner to repair any leak occurring in his service pipe within twenty-four (24) hours after oral or written notice has been given the owner or occupant of the premises, the water may be shut off and will not be turned on until the appropriate charge has been paid and the water service repaired. At its' discretion the GRPUC may shut off water service if it is determined that damage is likely to result from the leak or if there is a threat to public safety.
5. The GRPUC may prohibit water use by declaring a water emergency measures. After twenty-four (24) hours notice, following broadcast by local radio stations, or immediately after hand-delivered special notice that a "water emergency" exists, it shall be unlawful for the owner or occupant of any property to use water for sprinkling a lawn, washing a motor vehicle, or any other non-essential use not involving private or public sanitation or health. Such water emergency shall continue until further notice by local radio or newspaper.

SECTION VIII - WATER DISTRIBUTION UNDERGROUND UTILITY LOCATIONS

1. General

- 1.1 All requests for locations of underground facilities shall be channeled through the "Gopher State One-Call" system and shall comply with Minnesota Statutes Section 216D (One Call Excavation System). The telephone number is 1-800-252-1166 and a 48-hour notice is required. The GRPUC will not accept walk-in or telephone calls for locates, with the exception of emergency locates.
- 1.2 Emergency location is defined as a situation where a customer has a service outage of any utility (gas, water, telephone, electric, cable television). These cases will be given priority.
- 1.3 The GRPUC will locate its lines as a service to the person or company requesting the location. When the excavator approaches the estimated location, (36" to either side of the paint or flags), the exact location shall be determined and uncovered by the excavator by hand digging. GRPUC personnel will not expose the line which has been located. The excavator shall provide proper supports for the utility line while digging around the line.
- 1.4 The GRPUC will not be responsible for time delays caused to a person or contractor should the location be more than 3 feet off for water. Should the utility line not be found after a reasonable amount of digging by the person or contractor, the GRPUC will return to the site as soon as possible to relocate the utility.
- 1.5 During projects of large size or lengthy duration, the contractor requiring locating assistance may ask for scheduled stops throughout the day by locators. This procedure will require three days notice prior to the start of the specific project. The scheduled stops shall be prearranged with the GRPUC locator.
- 1.6 Damage to any GRPUC facility which was not requested to be located by the GRPUC will be repaired by the GRPUC. The cost of repair will be billed to the person or company who caused the damage. The bill shall amount to all GRPUC labor, material, equipment and overhead plus any contract time and equipment (including overhead) required to repair the damages.

2. Water Utility Locations

- 2.1 The GRPUC will locate and paint with blue, water mains and water service lines. Since the GRPUC's locating equipment can be used only for locating metallic piping, only metallic mains and services will be located.
- 2.2 Water main valves and curb boxes will be marked with blue paint and they may be marked with a wood lathe or blue flag in dirt or gravel areas.
- 2.3 Service lines from the water standpipe to the premises are the property of the owner. As a courtesy, the GRPUC will provide locations of the property owner's service at the request of the property owner, or contractor doing work for the property owner. The GRPUC assumes no responsibility or liability for this location.

APPENDIX A

PERMIT # _____
Cross Reference to Street _____
Opening Permit # _____

**APPLICATION FOR UTILITY SERVICE
FOR WATER/SEWER SERVICE
CONSTRUCTION OR CONNECTION**

Permit Application Fee: _____ Received on _____ by _____

Construction/Connection Fee: _____ Received on _____ by _____

(Do not write above this line.)

Application is hereby made to perform the following work:

(Check all that apply)

- Construct new water service line
- Construct new sewer service line
- Connect to existing curb stop or shut-off
- Connect to existing sewer service lead
- Other (Provide details on separate sheets and attach to this application.)

Water Service Data:

Size of existing watermain: _____ Material: _____

Size of existing curb stop/shut off: _____

Size of proposed service: _____

Meter size requested: _____

Appendix A Cont.

Location of work (house #, street, avenue, etc.): _____

This property has been annexed to the City of Grand Rapids in 1992 or later:

___ Yes ___ No (If yes, see Section I, Item 6.2.)

The work will start on _____ and will be completed by _____.

Company/Indiv. Performing Work

Local Contact Person

Address

Contact Person Phone #

City, State, Zip

The work to be done under this permit shall be in strict conformity with the ordinances of the City of Grand Rapids and to the standards adopted by the Grand Rapids Public Utilities Commission, the City Engineer and the State of Minnesota. The applicant shall hold harmless and defend the GRPUC for any claim of loss or damage made against the GRPUC, its employees or representatives arising out of the activities of the applicant.

Applicants Signature

Date

(Do not write below this line)

This application has been reviewed by the Grand Rapids Public Utilities Commission General Manager or his/her designated representative and is:

___ Approved with standard specifications (see attachments)

___ Approved with special specifications (see attachments and notations)

___ Denied

Signed: _____ Date: _____

The work described in this permit was completed in accordance with Grand Rapids Public Utilities Commission policies on _____.

Signed: _____ Date: _____
(Property Owner)

Service Installation Inspected By: _____ Date: _____
(GRPUC Representative)

Meter Installation Inspected By: _____ Date: _____
(GRPUC Representative)

Comments:

**WORKSHEET TO DETERMINE
FEE FOR WATER SERVICE
CONSTRUCTION
OR CONNECTION PERMIT**

PERMIT #: _____

APPLICANT: _____

LOCATION: _____

If permit is to construct a new water service:

Current basic fee (includes 5/8" meter):

Size of meter:

Extra meter cost:

If permit is to connect to an existing curb
stop or shut off:

Current basic fee

Fee for annexed property according to
Section I, Item 6.2.

TOTAL PERMIT FEE:

Appendix B

PERMIT # _____

APPLICATION FOR UTILITY CUT PERMIT
WORK IN THE
PUBLIC RIGHT-OF-WAY
CITY OF GRAND RAPIDS, MINNESOTA

Application is hereby made to perform the following described work within the public right-of-way (provide details here, attach additional pages if needed):

The right-of-way affected by the proposed work is located at (provide name of street/alley/etc.):

The work will start on _____ and will be completed by _____

Company/Indiv. Performing Work

Applicant (If other)

Address

Address

City, State, Zip

City, State, Zip

Phone

Phone

The work to be done under this permit shall be in strict conformity with the ordinances of the City of Grand Rapids and to the standards adopted by the City Engineer and the State of Minnesota.

The applicant shall hold harmless and defend the City of Grand Rapids for any claim of loss or damage made against the City of Grand Rapids, its employees or representatives arising out of the activities of the applicant.

Applicants Signature

Date

DO NOT WRITE BELOW THIS LINE

This application has been reviewed by the City Engineer or his representative and is:

- _____ Approved with standard specifications (see attachments)
- _____ Approved with special specifications (see attachments & notations)
- _____ Denied

Signed: _____

Date: _____

Inspected by: _____

Date: _____

Comments: _____

Appendix B cont.

IMPROVEMENT GUARANTEE

The amount of the guarantee is based on what it would cost the City to correct a rehabilitation job to specified standards. A minimum of \$25.00 retainage is required.

Calculate the reconstruction fees as follows:

Sidewalk	S.F. @ \$ 3.50
Concrete Curb	L.F. @ \$25.00
Blvd. Restoration	S.Y. @ \$ 3.50
Street Surface	S.Y. @ \$30.00
Gravel Alley	S.Y. @ \$ 3.50
Paved Alley	S.Y. @ \$30.00

TOTAL: \$ _____ (minimum of \$ 25.00)

The guarantee may be submitted in the form of a certificate of deposit naming the City of Grand Rapids as the owner; letter of credit from a financial institution approved by the City of Grand Rapids; or cashier's check. The City will maintain possession of the Guarantee Fee until such time as the specific utility cut restoration has been inspected and approved by the City Engineering Department:

The individual amounts for the improvement guarantee will be waived for 20 or more permit applications, being submitted at one time, by utility companies or contractors. In lieu of individual guarantees, the companies may submit an approved \$5,000.00 certificate of deposit naming the City of Grand Rapids as owner; letter of credit from a financial institution approved by the City of Grand Rapids; or cashier's check for each construction season, beginning on May 15th of each year.

REVIEW AND PROCESSING FEES

A one-time, non-refundable fee of \$20.00 will be charged for individual permits issued; with a fee of \$15.00 per permit for a batch of applications (20 or more at a time) for utility companies and contractors. This fee covers the cost of reviewing permit applications and field inspection of the rehabilitation sites.

IMPROVEMENT GUARANTEE: \$ _____ (minimum of \$25.00)

PERMIT FEE: \$ _____

TOTAL PAYMENT DUE: \$ _____

APPENDIX C

FEES

<u>Policy Section</u>	<u>Fee Description</u>	<u>Amount</u>
I-2.3	Water service permit application fee	\$20.00
I-2.5	Street opening permit	Varies
I-3.2	Water service construction or connection permit fee	\$100+ meter cost
I-5.4	Credit for inspection costs	\$50.00
I-6.2	Special connection fee (newly annexed property)	Varies
III-5.4	Service thawing charge	At PUC cost
IV-4.2	Meter testing costs	At PUC cost
IV-2, V-4	Unscheduled water shut-off and restoration (after normal hours)	\$200.00
V-5	Scheduled water service restoration	\$50.00
V-6	Unscheduled shut-off and restoration (during work hrs)	\$100.00
VI-3	Hydrant meter installation charge	\$50.00

APPENDIX D

CURRENT WATER

Water Rate Formula

Applicable **within** the corporate limits of
of
the City of Grand Rapids:

<u>Meter Size</u>	
5/8"-3/4"	\$5.25
1"	7.05
1 1/4"	7.95
1 1/2"	8.90
2"	13.85
3"	50.55
4"	64.15
6"	95.85

Applicable **beyond** the corporate limits
the City of Grand Rapids:

<u>Meter Size</u>	
5/8"-3/4"	\$5.65
1"	7.65
1 1/4"	8.65
1 1/2"	9.65
2"	15.10
3"	55.25
4"	70.10
6"	104.80

City Water (per thousand gal.)

First 10,000 Gallons	\$3.10/1,000
Next 30,000 Gallons	2.83/1,000
Next 210,000 Gallons	2.64/1,000
Next 250,000 Gallons	2.45/1,000

*Charges calculated are on a per month basis

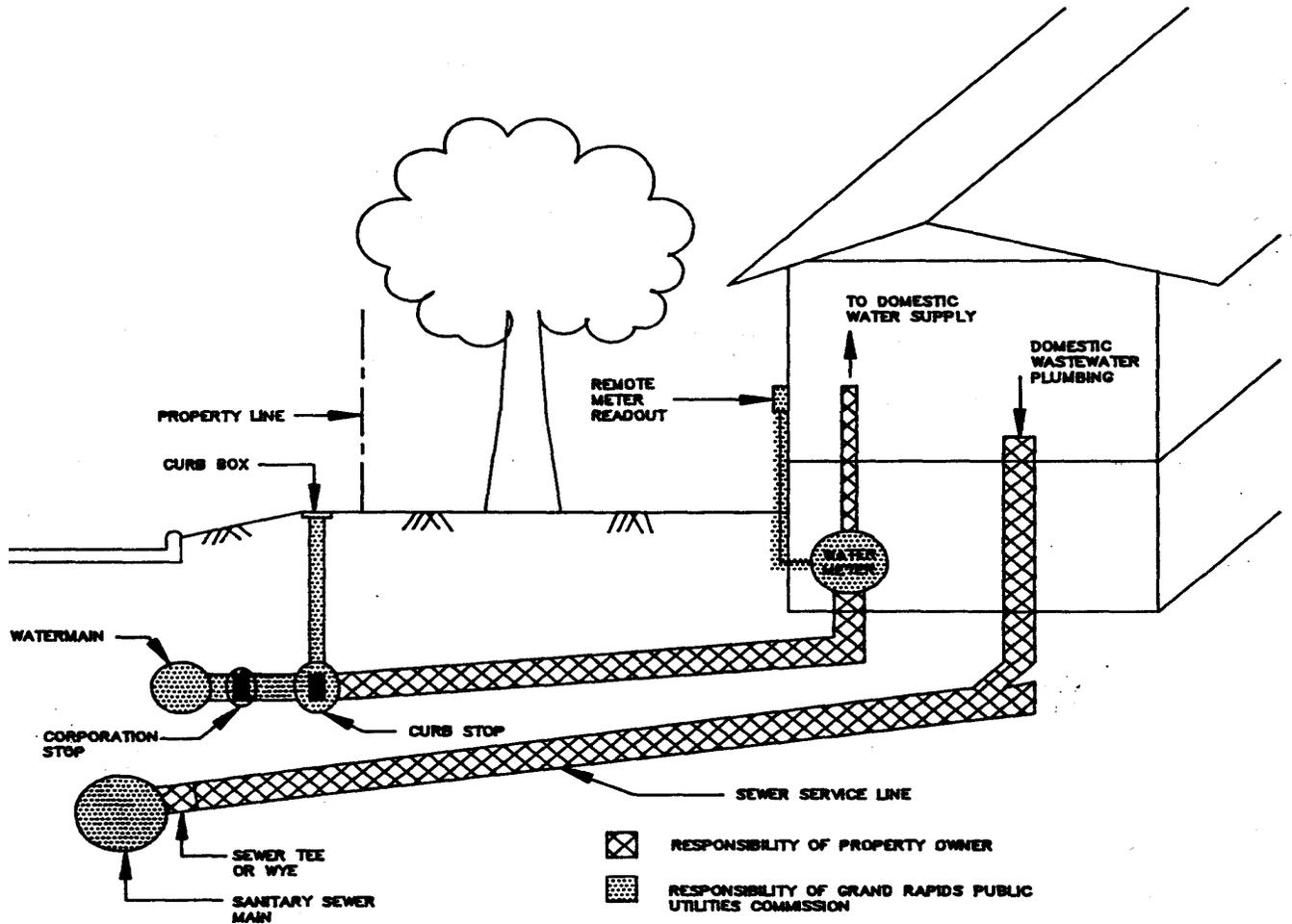
Rural Water Rate (per thousand gal.)

First 10,000 Gallons	\$3.35/1,000
Next 30,000 Gallons	3.07/1,000
Next 210,000 Gallons	2.85/1,000
Next 250,000 Gallons	2.66/1,000

*Charges calculated are on a per month basis

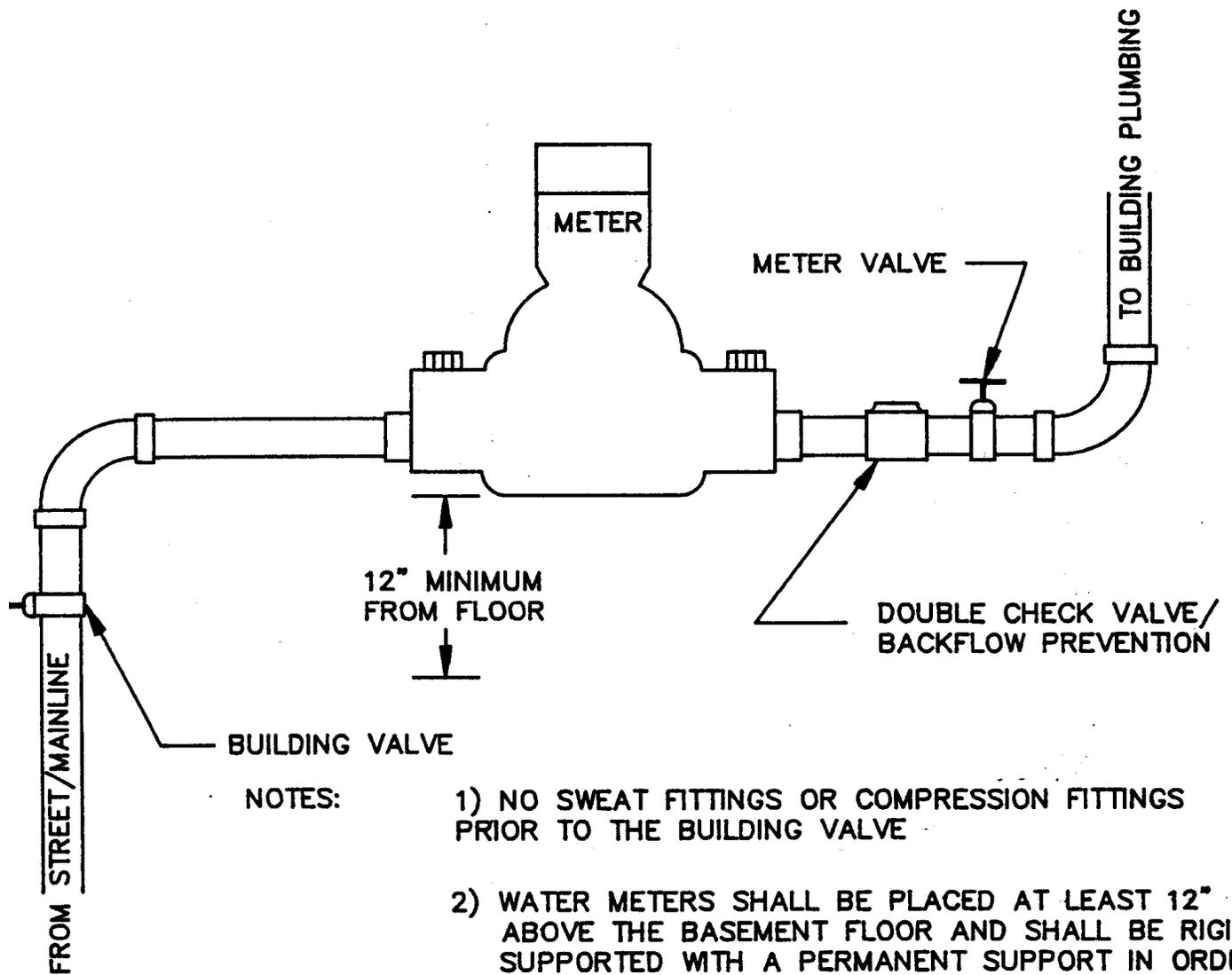
TO BE RESCINDED

Appendix E



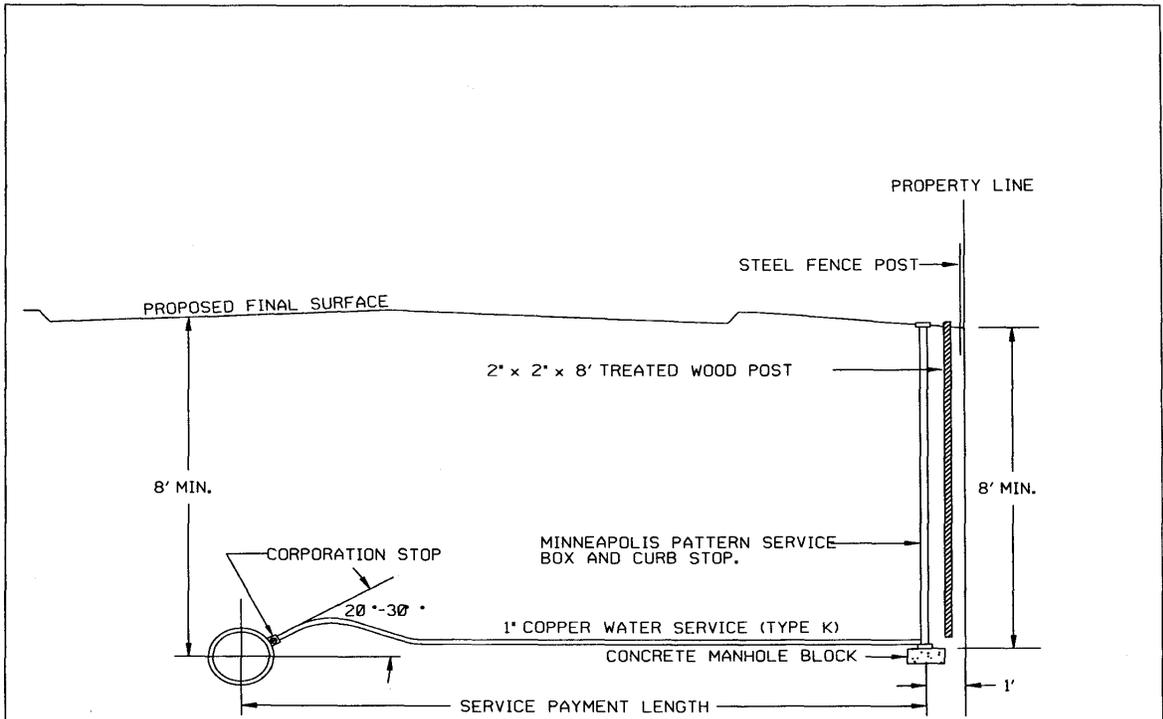
TYPICAL OWNERSHIP SKETCH

Appendix F



TYPICAL WATER METER INSTALLATION

Appendix G



WATER SERVICE PIPE AND FITTINGS

COPPER TUBING FOR WATER SERVICE LINES SHALL MEET THE REQUIREMENTS OF ASTM B88, TYPE K.

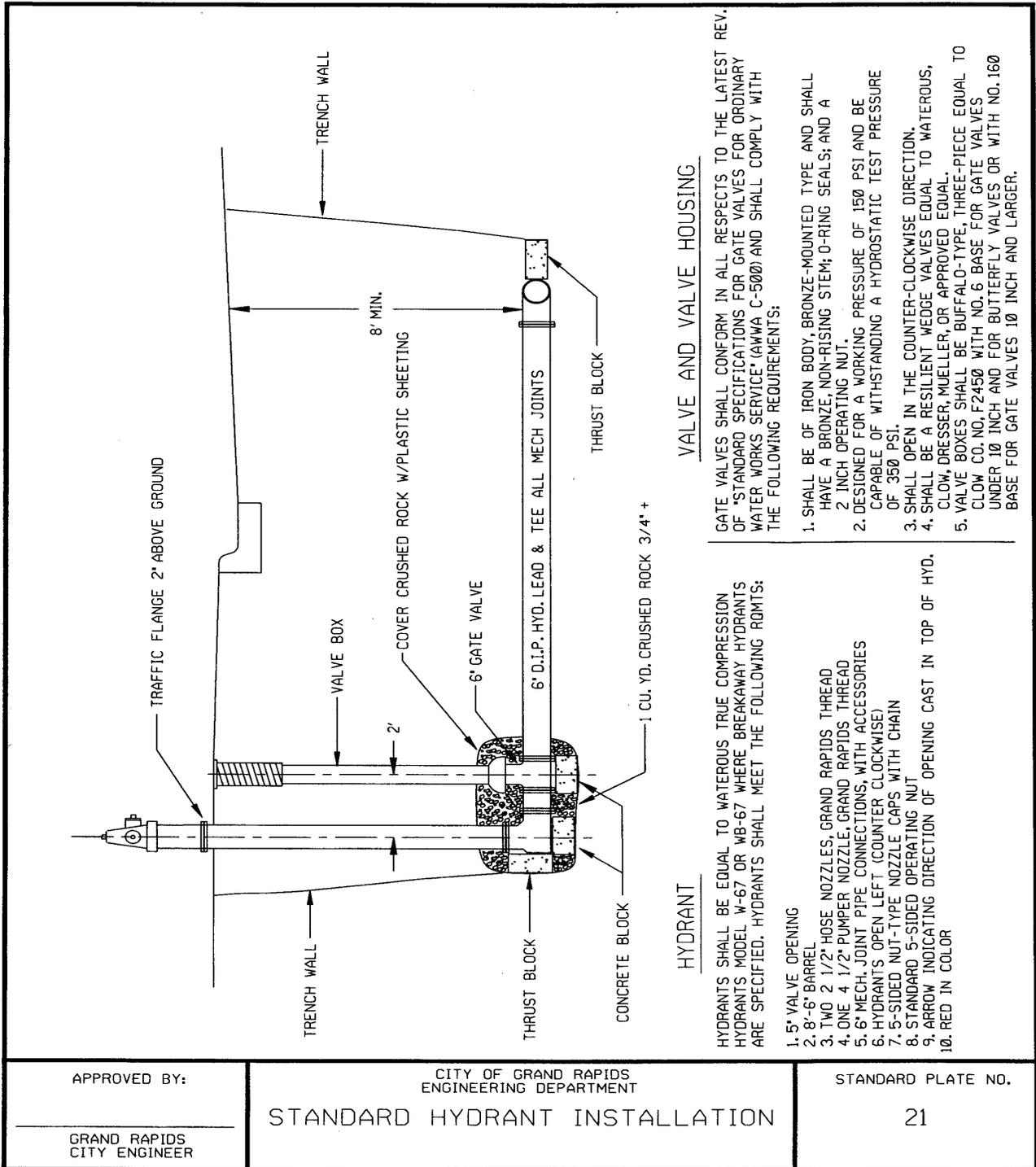
CORPORATION STOPS SHALL BE BEST QUALITY CAST BRASS EQUAL IN QUALITY TO THOSE MANUFACTURED BY MUELLER COMPANY OR FORD METER BOX COMPANY. THE CORPORATION OUTLET SHALL BE BRASS 1/8 BEND FITTING WITH FLARED COPPER CONNECTION.

CURB STOPS SHALL BE BEST QUALITY CAST BRASS, MINNEAPOLIS PATTERN STOPS EQUAL IN QUALITY TO THOS MANUFACTURED BY THE MUELLER COMPANY OR FORD METER BOX COMPANY. CURB STOP BOXES SHALL HAVE A MINNEAPOLIS PATTERN BASE.

THE WATER SERVICE LINE SHALL BE BEDDED AND INCASED IN GRANULAR BEDDING (INCIDENTAL TO PIPELINE CONSTRUCTION).

<p>APPROVED BY:</p> <p>GRAND RAPIDS CITY ENGINEER</p>	<p>CITY OF GRAND RAPIDS ENGINEERING DEPARTMENT</p> <p>STANDARD WATER SERVICE</p>	<p>STANDARD PLATE NO.</p> <p>22</p>
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Appendix H



VALVE AND VALVE HOUSING

GATE VALVES SHALL CONFORM IN ALL RESPECTS TO THE LATEST REV. OF "STANDARD SPECIFICATIONS FOR GATE VALVES FOR ORDINARY WATER WORKS SERVICE" (AWWA C-500) AND SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

1. SHALL BE OF IRON BODY, BRONZE-MOUNTED TYPE AND SHALL HAVE A BRONZE, NON-RISING STEM; O-RING SEALS; AND A 2 INCH OPERATING NUT.
2. DESIGNED FOR A WORKING PRESSURE OF 150 PSI AND BE CAPABLE OF WITHSTANDING A HYDROSTATIC TEST PRESSURE OF 350 PSI.
3. SHALL OPEN IN THE COUNTER-CLOCKWISE DIRECTION.
4. SHALL BE A RESILIENT WEDGE VALVES EQUAL TO WATEROUS, CLOW DRESSER, MUELLER, OR APPROVED EQUAL.
5. VALVE BOXES SHALL BE BUFFALO-TYPE, THREE-PIECE EQUAL TO CLOW CO. NO. F2450 WITH NO. 6 BASE FOR GATE VALVES UNDER 10 INCH AND FOR BUTTERFLY VALVES OR WITH NO. 160 BASE FOR GATE VALVES 10 INCH AND LARGER.

HYDRANT

HYDRANTS SHALL BE EQUAL TO WATEROUS TRUE COMPRESSION HYDRANTS MODEL W-67 OR WB-67 WHERE BREAKAWAY HYDRANTS ARE SPECIFIED. HYDRANTS SHALL MEET THE FOLLOWING RQMTS:

1. 5" VALVE OPENING
2. 8'-6" BARREL
3. TWO 2 1/2" HOSE NOZZLES, GRAND RAPIDS THREAD
4. ONE 4 1/2" PUMPER NOZZLE, GRAND RAPIDS THREAD
5. 6" MECH. JOINT PIPE CONNECTIONS, WITH ACCESSORIES
6. HYDRANTS OPEN LEFT (COUNTER CLOCKWISE)
7. 5-SIDED NUT-TYPE NOZZLE CAPS WITH CHAIN
8. STANDARD 5-SIDED OPERATING NUT
9. ARROW INDICATING DIRECTION OF OPENING CAST IN TOP OF HYD.
10. RED IN COLOR

APPROVED BY:

GRAND RAPIDS
CITY ENGINEER

CITY OF GRAND RAPIDS
ENGINEERING DEPARTMENT

STANDARD HYDRANT INSTALLATION

STANDARD PLATE NO.

21



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Item 12.

COMMISSION POLICY

Wastewater Collection and Treatment Operating Rules

Category:
Wastewater

Subcategory:
Collection

Policy Number:
6.1.010

Grand Rapids Public Utilities Commission

Operating Policy Rules

Public Wastewater Collection and Treatment Systems

Adopted: May 18, 2005
Revised: January 22, 2018

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11. ACCIDENTAL AND SLUG DISCHARGES
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16. PENALTIES
17. COMPLIANCE
18. VALIDITY
19. OPERATING POLICY RULES IN FORCE.

1. PURPOSE AND OBJECTIVES

These Operating Policy Rules (hereinafter “Operating Policy”) were developed to be used by Grand Rapids Public Utilities Commission (GRPUC) personnel and to provide notice to the public. The result of following this Operating Policy should be consistent, logical and fair treatment of GRPUC customers in regard to use of public sewers and Publicly Owned Treatment Works (POTW).

The Operating Policy covers use on public sewer and private sewage disposal, installation and connection on sewer mains and service lines, use of the public sewers, protection from damage, powers of authority of inspectors, ownership, responsibility for maintenance, repair and replacement of service lines, abandonment and removal of service lines, and requirements for compliance.

This Operating Policy sets forth uniform requirements for discharges into the GRPUC POTW and enables the GRPUC to comply with all State (Minnesota Pollution Control Agency) and Federal (U.S. Environmental Protection Agency) laws.

The objectives of this Operating Policy are as follows:

- a) Prevent the introduction of pollutants into the POTW which will interfere with the operation of the facilities or the use or disposal of the sludge;
- b) Prevent the introduction of pollutants into the POTW, which will pass through the system inadequately treated into receiving waters of the state or the atmosphere or otherwise be incompatible with the system;
- c) Improve the opportunity to recycle and reclaim wastewater and sludge from the system; and
- d) Control discharges to the public sewer and POTW.

The Operating Policy provides for the regulation of discharges into the GRPUC wastewater disposal system through the issuance of permits to certain users and through enforcement of the general requirements for all users, authorizes monitoring and enforcement activities, provides for penalty relief, requires user reporting, and provides for the setting of fees necessary to carry out the program established herein.

The Operating Policy shall apply to the City of Grand Rapids and to persons and facilities outside the City who are, by contract or agreement with the GRPUC, users of the GRPUC wastewater disposal system. Except as otherwise provided herein, the GRPUC’s General Manager shall administer, implement, and enforce the provisions of this Operating Policy.

2.0 DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this Operating Policy shall be as follows:

Agency means the Minnesota Pollution Control Agency.

Authorized or Duly Authorized Representative of the User means:

- (1) If the user is a corporation:
 - (a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - (b) The manager of one or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the user is a partnership or sole proprietorship; a general partner or proprietor, respectively.
- (3) If the user is a federal, state or local governmental facility; a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (4) The individuals described in paragraphs (1) through (3) above, may designate a duly authorized representative if the authorization is in writing, it specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and it is submitted to the city.

Best Management Practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in the prohibited discharge standards of these Operating Policy Rules. BMPs include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Building Drain means that part of the lowest horizontal piping of a drainage system, which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.

Building Official means the Building Official of the City of Grand Rapids, Minnesota.

Building Sewer means the extension from the building drain to the public sewer or other place of disposal.

Building Water means the pipe or conduit connecting a building to the public water main or other source of water.

Categorical Pretreatment Standard or National Categorical Pretreatment Standard means the pretreatment standards from federal regulations that are incorporated by reference in Rule 7049.0310 of the Minnesota Rules, as amended.

CBOD (Carbonaceous Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C (68°F), expressed in milligrams per liter.

City means the City of Grand Rapids

Customer means any user of a utility.

EPA means the U.S. Environmental Protection Agency

Flow means the quantity of wastewater expressed in gallons or cubic feet per twenty-four (24) hours.

General Manager means the GRPUC General Manager or his authorized agent or representative.

General Pretreatment Regulations means the general pretreatment regulations for existing and new sources of pollution promulgated by the EPA under Section 307(b) and (c) of the Clean Water Act and found at 40 CFR 403.

GRPUC means Grand Rapids Public Utilities Commission.

Indirect Discharge or Discharge means the introduction of pollutants into the POTW, whether by sewer or other means.

Industrial Wastes means both liquid and solid wastes from industrial manufacturing processes, trade, or business as distinct from domestic sanitary sewage.

Interference means a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and is, therefore, a cause of violation, including an increase in the magnitude or duration of a violation, of any permit or rule controlling, prohibiting, or limiting the release of pollutants from the POTW into the environment.

MPCA means the Minnesota Pollution Control Agency

Natural Outlet means any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

National Pollutant Discharge Elimination System (NPDES) Permit means any permit or requirements issued by the Minnesota Pollution Control Agency (MPCA) pursuant

to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq); for the purpose of regulating the discharge of wastewater, industrial wastes, or other wastes under the authority of Section 402 of the Act.

New Source shall have the meaning set forth in Rule 7049.0120, subpart 11 of the Minnesota Rules, as amended, which presently reads as follows:

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - (a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of paragraph 1 (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - (a) Begun, or caused to begin, as part of a continuous onsite construction program:
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - (b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact Cooling Water means water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Operating Policy means the set of rules contained herein governing the discharge of wastewater to the POTW.

Pass Through means a discharge which exits the POTW plant into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of any permit, rule, regulation, or ordinance controlling, prohibiting, or limiting the release of pollutants from the POTW plant into the environment, including an increase in the magnitude or duration of a violation.

Person means any individual, firm, company, association, society, corporation, or group.

pH means the logarithm of the reciprocal of the concentration of hydrogen ions in gram equivalents per liter of solution.

POTW means Publicly owned Treatment Works including all arrangement of devices, structures and facilities for collection, pumping, treating, and disposing of sewage.

Pretreatment means the process of reducing the amount of pollutants, eliminating pollutants, or altering the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the GRPUC wastewater disposal system. The reduction, elimination, or alteration may be obtained by physical, chemical or biological processes, process changes or other means, except as prohibited by this Operating Policy. See Rule 7049.0120, subpart 17, of the Minnesota Rules, as amended, for a more complete definition of this term.

Pretreatment Standard means any state or local law, rule, or ordinance containing pollutant discharge limits or prohibitions, applicable to a POTW. Pretreatment standard includes all standards or limits required by Minnesota Rules, Chapter 7049. Where more than one standard or limit applies, the most restrictive is controlling.

Properly Shredded Garbage means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one (1) inch in any dimension.

Public Sewer means a sewer, which is controlled by public authority and where all owners of abutting properties have equal rights of usage.

Sanitary Sewer means a sewer, which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

Sewage means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishment, together with such ground, surface, and storm waters as may be present.

Sewage Works means all facilities for collection, pumping, treating, and disposing of sewage.

Sewer means a pipe or conduit for carrying sewage.

Sewer Service Line means the extension from the building drain to the public sewer or other place of disposal. This term is synonymous with building sewer.

“*Shall*” and “*Must*” is mandatory; “*May*” is permissive.

Significant Industrial User shall have the meaning set forth in Rule 7049.0120, subp. 24, of the Minnesota Rules, as amended, which presently reads as follows:

- A) “Significant industrial user” means an industrial user that:
- (1) contributes a process wastewater containing five percent or more of the flow or load of any pollutant of concern to the receiving POTW;
 - (2) is designated by the agency or the receiving POTW authority as significant on the basis that it has reasonable potential to impact the receiving POTW plant, or violate required pretreatment standards; or
 - (3) discharges 25,000 gallons per day or more of process wastewater, excluding sanitary, noncontact cooling or boiler blowdown wastewater, to the receiving POTW.
- B) An industrial user that meets the criteria in item A may be designated “not significant” by the POTW authority on the basis that it has no reasonable potential to impact the POTW plant and has no reasonable potential to violate required pretreatment standards.
- C) An industrial user that is subject to a national categorical pretreatment standards shall also be considered a significant industrial user by any POTW authority that operates a federal delegated pretreatment program approved under parts 7049.0800 to 7049.1020, except as provided in item D.
- D) The POTW may determine that an industrial user subject to national categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day of total categorical wastewater, excluding sanitary, noncontact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard, and the industrial user:
- (1) prior to the control authority’s finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - (2) annually submits the certification statement required in Code of Federal Regulations, title 40, section 403.12(q), together with any additional information necessary to support the certification statement; and
 - (3) never discharges any untreated concentrated wastewater.

Significant Non-compliance shall have the meaning set forth in Rule 7049.0120, subpart 25, of the Minnesota Rules, as amended, which presently reads as follows: “An industrial user is in significant non-compliance if its violation meets one or more of the following criteria:

- A) chronic violations of wastewater discharge limits, defined in this part as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a six month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits;
- B) technical review criteria (TRC) violations defined in this part as those in which 33 percent or more of all of the measurements for each pollutant parameter taken during a six month period equal or exceed the product of a numeric pretreatment standard or requirement multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
- C) any other violation of a pretreatment standard or requirement that the POTW determines has caused, alone or in combination with other discharges, interference or pass-through, including endangering the health of POTW personnel or the general public;
- D) any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the receiving POTW authority’s exercise of its emergency authority to halt or prevent such a discharge;
- E) failure to meet, within 90 days after the scheduled date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
- F) failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- G) failure to accurately report non-compliance; or
- H) any other violation or group of violations, which may include a violation of best management practices, that the POTW authority determines will adversely affect the operation or implementation of the local pretreatment program.”

Slug, Slug load or Slug discharge means a discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any way violate the POTW’s regulations, local limits, or permit conditions.

Solid Waste shall have the meaning set forth in Minn. Stat. Section 116.06, subd. 22, as amended, which presently provides as follows: “ ‘Solid waste’ means garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge;

solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under section 402 of the federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended.”

Storm Water means any flow occurring during or following any form of natural precipitation and resulting therefrom.

Storm Drain (sometimes termed "*storm sewer*") means a drain system which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

Total Suspended Solids (TSS) means solids that are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

User means any person who discharges, causes, or permits the discharge of wastewater into the GRPUC wastewater disposal system.

Watercourse means a channel in which a flow of water occurs, either continuously or intermittently.

Waste shall have the meaning set for in Minn. Stat. Section 115A.03, subd. 34, as amended, which presently provides as follows: “Waste’ means solid waste, sewage sludge, and hazardous waste.”

Wastewater means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the GRPUC wastewater disposal system.

Wastewater Treatment Plant or Plant means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

3.0 USE OF PUBLIC SEWERS

- 3.1 It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.
- 3.2 It is unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of the City, any sewage or other wastewater, except where suitable treatment has been provided in accordance with subsequent provisions of this Operating Policy.

- 3.3 Except as hereinafter provided, it shall be unlawful to construct or maintain within the City any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
- 3.4 The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or right-of-way shall be required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after official notice to do so, provided that the public sewer is within 150 feet of the property line.
- 3.5 It shall be unlawful for the owner or occupant of any property to fail to make such connection with the public sewer, within 90 days after written notice is given to such owner or occupant to make such connection by order of the council. The written notice shall be prepared and delivered by the city clerk.
- 3.6 Whenever any owner or occupant shall fail to comply with such written notice, the council shall by resolution direct that a connection be made with the public sewer and that the cost of the installation be paid in the first instance out of the general revenue fund, and the actual cost thereof shall be assessed against the property benefited.
- 3.7 After such installation and connection is completed by order of the council, the city clerk shall serve a written notice of the assessment upon the owner or his representative, directing him to pay the assessment to the city treasurer within ten days after the service of the notice. If such assessment is not paid within 30 days, the city clerk shall certify the amount thereof to the county auditor in the same manner as other special assessments; provided, the council may by resolution provide that the assessment be spread over a term of years as determined by the council upon request of the owner of the property or his representative.

4.0 PRIVATE WASTEWATER DISPOSAL SYSTEM

- 4.1 Where a public sanitary sewer is not available under the provisions of Section 3, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this article.
- 4.2 Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Building Official. The application for such permit must be made on a form furnished by the city, which the applicant shall supplement with any plans, specifications, and other information as are deemed necessary by the Building Official. A permit and inspection fee shall be paid to the city at the time the application is filed.
- 4.3 A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Building Official. The Building Official shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Building Official when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice by the Building Official.

- 4.4 The type, capacities, location, and layout of a private wastewater disposal system shall comply with all recommendations of the Minnesota Pollution Control Agency. No private wastewater disposal system employing subsurface soil absorption facilities shall be constructed where the area of the lot is less than 40,000 square feet, unless the owner presents evidence to the GRPUC demonstrating that special conditions exist which assures the system will meet the minimum standards of the Minnesota Individual Sewage Disposal System Code. No septic tank or cesspool shall be permitted to discharge to any natural outlet.
- 4.5 The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the City and/or the GRPUC.
- 4.6 The employees of the GRPUC may enter upon any property having a private wastewater disposal system for the purpose of inspecting such system and making such other investigations and tests as are deemed necessary. Entry shall be made during the daylight hours unless abnormal or emergency circumstances require otherwise.
- 4.7 At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Section 4 a direct connection shall be made to the public sewer in compliance with this Operating Policy within thirty (30) days, and the private wastewater disposal facilities shall be removed or filled with suitable material approved by the General Manager.
- 4.8 No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the General Manager. The provisions of this subsection shall be in addition to any requirements established by applicable federal, state, or local laws and regulations and shall not be construed to relieve any liability or obligation imposed by such laws and regulations.

5.0 BUILDING SEWERS AND CONNECTIONS

- 5.1 No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance without first obtaining a written Service Construction or Connection Permit from the General Manager. A customer applying for a Service Construction or Connection Permit must use the application form furnished by the GRPUC (see attached copy in Appendix A) and pay a service permit application fee of \$20.00. If the application is approved there will be an additional sewer service permit fee (see attached fee schedule in Appendix B). The sewer Service Construction or Connection Permit does not include a Utility Cut Permit. If such a permit is required under Separate GRPUC Policy Rules, the applicant must also obtain a Utility Cut Permit through the City Engineering Department.
- 5.2 All costs and expense incident to the installation and connection of the sewer service line will be the responsibility of the owner. The owner shall indemnify the GRPUC and/or the City from any loss or damage that may directly or indirectly occur during the installation of the sewer service line.

- 5.3 In no event shall a sewer service line serve more than one parcel of property. If a single parcel is developed with multiple buildings, such as in the case of an apartment complex, a single sewer service line serving more than one building may be constructed only with the written approval of the General Manager. Such approval will be granted only if the provision of separate services to each building is impractical. The fact that a single service may be less costly to construct does not necessarily make multiple service lines impractical. If an existing single parcel of property with multiple buildings that are served by a single sewer service line is subsequently subdivided, additional services shall be constructed so that each parcel is served by separate sewer service lines.
- 5.4 Old sewer service lines may be used in connection with new buildings only when they are found, upon examination and testing by the GRPUC, to meet all requirements of this Operating Policy.
- 5.5 The size, slope, alignment, materials of construction of a building sewer line, and the methods to be used on excavating, placing of the pipe, jointing, testing, and backfilling the trench, must conform to the requirements of the building and plumbing codes and other applicable rules and regulations of the City and/or the GRPUC.
- 5.6 Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, such building drain shall be provided with a lifting device approved by the Building Official and discharged to the building sewer.
- 5.7 No person shall make connection of roof downspouts, foundation drains, areaway drains, or other source of surface runoff or groundwater to a sewer service line or building drain, which in turn is connected directly or indirectly to a public sanitary sewer.
- 5.8 The connection of the sewer service line into the public sewer must conform to the requirements of the uniform building and plumbing code and other applicable rules and regulations of the City and/or the GRPUC. Any deviation from the prescribed procedures and materials needs to be approved by the GRPUC before installation.
- 5.9 The construction of the building sewer and its connection into the public sewer shall conform to the requirements of the uniform building and plumbing code, the sewer specifications included herein, or other applicable rules and regulations and the procedures set forth in appropriate specifications of the Water Pollution Control Federation Manual (ASTM). All such construction shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the GRPUC.
- 5.10 The applicant for the Service Construction or Connection Permit shall notify the General Manager when sewer service line is ready for inspection and connection to the public sewer mains. The connection shall be made under the supervision of the General Manager. No work shall be backfilled until inspected and approved by the General Manager.

- 5.11 Employees of the GRPUC shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the connection shall notify the Building Official and GRPUC Engineer when the work is ready for final inspection and no underground portions shall be covered before the final inspection is completed. The connection shall be made under the supervision of the Building Official or his representative.
- 5.12 All excavations for sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard.
- 5.13 Streets, sidewalks, parkways, and other public property disturbed in the course of the excavation and other work involved in installing or removing sewer service lines shall be restored in a manner satisfactory to the GRPUC. The customer must obtain a Utility Cost Permit from the City Engineer for all work in the Public Right-of-Way.
- 5.14 When properties are annexed to the City, it sometimes occurs that the properties have access to previously constructed sewer mains. In these cases, the newly annexed properties may be permitted to connect to the mains. However, the customer will be charged a special connection fee related to any past special assessments of these mains. The special connection fee will be all or a portion of the cost of any special assessment that would have been levied if the property had been in the City at the time of the special assessments. The fee will be calculated according to a straight-line depreciation method over an assumed useful life of 40 years.
- Similarly, it may sometimes occur that property already in the City may not have been assessed for the construction of abutting and accessible sewer mains. If an applicant for a Service Construction or Connection Permit wants to connect to sewer mains and the property was not for some reason previously assessed for such services, a special connection fee relating to any past special assessments of these mains shall be charged to the applicant. The special connection fee will be all or a portion of the cost of any special assessment that would have been levied if the property had been assessed at the time of the special assessment. The special connection fee will be calculated according to a straight-line depreciation method over an assumed useful life of 40 years.
- 5.15 Sewer customers cannot resell those services. An apartment complex that has one or more master meters shall not meter individual apartments for the purpose of charging those apartments on the basis of usage.
- 5.16 If a building has a private water supply system and is connected to the public sewer, the water supply system shall be connected to a meter, which shall be the basis for the sewer billing.
- 5.17 Any new connections to the sanitary sewer system shall be prohibited unless sufficient capacity is available in all downstream facilities including, but not limited to capacity for flow, CBOD and TSS, as determined by the GRPUC. Before any new connection to the GRPUC system is permitted, the General Manager shall ascertain that no cross connection will exist when the new connection is made.

- 5.18 The GRPUC makes no warranty to its customers regarding sewer service, except as otherwise required by Federal or State law.
- 5.19 The owner of property shall be liable for sewer service provided to the owner's property, whether the owner is occupying the property or not, and any charges unpaid shall be a lien upon the property.

6.0 MAIN AND LATERAL SEWERS

- 6.1 No person, unless authorized, shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the GRPUC.
- 6.2 No sanitary or storm sewer mains shall be constructed in the City (except house or building service sewers) except by the GRPUC or others subject at all times to inspection during construction by engineers and employees of the GRPUC and/or the City. No such sewers shall be considered to be a part of the public sewer system unless accepted by the GRPUC.
- 6.3 The size, slope, alignment, material of construction, methods to be used in excavation, placing of pipe, jointing, testing, backfilling and other work connected with the construction of sewers shall conform to the requirements of the GRPUC.

7.0 PROHIBITED WASTES

- 7.1 No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. All discharges must comply with any federal and/or state regulations associated with discharges to the GRPUC wastewater treatment facility (e.g., categorical pretreatment limits), and those prohibitions set forth in Minn. Rule 7049.0140.
- 7.2 Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the City Engineer. Industrial cooling water or unpolluted process waters may be discharged, on approval of the City Engineer, to a storm sewer, or a natural outlet.
- 7.3 No person shall discharge or cause to be discharged, directly or indirectly into the POTW heat in amounts which will or is likely to inhibit biological activity in the treatment plant resulting in interference or causing damage to the treatment plant but in no case heat in such quantities that the Industrial Users waste temperature is greater than 110° F (43.3° C) at its point of discharge to the sewer system.
- 7.4 No person shall discharge or cause to be discharged any of the following described fluids or solids to any public sewers.
- 7.4.1 Any gasoline, benzene, ethyl benzene, xylene, naphtha, fuel oil, motor oil, or other volatile organic compounds, or any other flammable or explosive liquid, solid, or gas, which may create a fire or explosion hazard in the publicly

owned treatment works. Such discharge must in any case meet State and Federal requirements.

- 7.4.2 Any solids containing toxic or poisonous elements, liquids or gases in sufficient quantity, either singly or by interaction with other wastes to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the POTW.
- 7.4.3 Any fluids or solids having pH lower than (5.5) or greater than (11.0), or having corrosive properties capable of causing damage or hazard to structures, equipment, and personnel of the POTW.
- 7.4.4 Any fluid or solid substances in quantities or of such size or nature capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW such as, but not limited to: ashes, cinders, sand, mud, clay, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing entrails, paper dishes, eggshells, cups, milk containers, inhibitory milk products, etc., either whole or ground by garbage grinders; or any soluble substance that would create a viscosity of liquid greater than one-half inch (1/2") in any proportion of the treatment works.
- 7.5 No person shall discharge or cause to be discharged the following described substances, materials, or wastes if it appears likely in the opinion of the General Manager that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving waters, an adverse effect to public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the General Manager will give consideration to such factors as to quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the POTW, degree of treatability of wastes in the POTW and other pertinent factors. Special approval from the General Manager is required for an industrial user whose discharge exceeds numerical limits specified in this Operating Policy. The substances prohibited are:
- 7.5.1 Any fluid or solid containing fats, wax, grease, or oils, whether emulsified or not, which may solidify or become viscous at temperatures between thirty-two (32) degrees F and one hundred ten (110) degrees F (0 and 43.3 degrees C), or in excess of 100 parts per million (834 pounds per million gallons) of either, or both or in combinations of free or emulsified oil and grease, if, in the opinion of the General Manager, it appears probable that such wastes:
- Can deposit grease or oil in the sewer lines in such a manner to clog the sewers.
 - Are not amenable to bacterial action and will therefore pass to the receiving waters without being affected by normal wastewater treatment processes.

- Can have deleterious effects on the treatment process.

- 7.5.2 Any garbage that has not been properly shredded or solid material or insoluble substance having dimensions greater than ½-inch in diameter. The installation and operation of any garbage grinder equipped with a motor of three-fourth (3/4) horsepower or greater shall be subject to the review and approval of the General Manager.
- 7.5.3 Any fluid or solid containing strong acid iron pickling wastes or concentrated plating solutions whether neutralized or not.
- 7.5.4 Any fluid or solid containing heavy metals an such as Chromium, copper, zinc, cyanide, and similar objectionable or toxic substances which exceed the limits which are established for such materials, unless more restrictive limits are established by federal or state regulatory agencies having jurisdiction. The following concentrations in parts per million shall not be exceeded on any grab sample:

Pollutant	Monthly Average Limits (mg/L)	Daily Maximum Limits (mg/L)
Arsenic	0.7	0.7
Cadmium	0.07	0.11
Chromium	1.71	2.77
Copper	2.07	3.38
Cyanide	0.65	1.20
Iron	5.0	5.0
Lead	0.43	0.69
Mercury	0.0002	0.0002
Nickel	2.38	3.98
Silver	0.24	0.43
Zinc	1.48	2.61

Note: Limits published by the EPA represent concentrations at which damage to activated sludge might occur. Limits were adopted by the Grand Rapids POTW as guidelines.

- 7.5.5 Any fluid or solid exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the General Manager for such materials.
- 7.5.6 Any fluid or solid containing phenols or other taste or odor producing substances, in such concentrations exceeding limits of 12.0 parts per million, or as established by the General Manager (as necessary), after treatment of the composite sewage to meet the requirements of the Federal, State, or other public agencies of jurisdiction for such discharge to the receiving waters.

- 7.5.7 Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits as established by current United States Bureau of Standards Handbooks dealing with the handling and release of radioactive materials.
- 7.5.8 Any substance, which will cause the POTW to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.
- 7.5.9 Any substance, which may cause the POTW's effluent or any other product of the wastewater treatment process such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the wastewater disposal system cause the system to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State standards applicable to the sludge management method being used.
- 7.5.10 Any hazardous waste, unless prior approval has been obtained from the General Manager.
- 7.5.11 Any waste generated outside the area served by the POTW without prior approval of the General Manger.
- 7.5.12 Any unpolluted water, including cooling water, rainwater, storm water or groundwater, unless there is no other prudent or feasible alternative.
- 7.5.13 Any trucked or hauled wastes or pollutants, except at discharge points designated by the POTW.
- 7.5.14 Materials, which exert or cause:
- a) Unusual concentrations of solids or composition: as for example, in total suspended solids (TSS) of inert nature (such as, but not limited to, Fullers earth, lime slurries, and lime residues), or of total dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - b) Excessive discoloration (such as, but not limited to, dyes and vegetable tanning solutions).
 - c) Unusual biochemical oxygen demand (BOD) or an unusual immediate oxygen demand in such quantities as to constitute a significant load on the sewage treatment works.
 - d) High hydrogen sulfide content.
 - e) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
- 7.6 Septic Tank & Holding Tank Discharges

- 7.6.1 No person owning vacuum or “septic tank” pump trucks or other liquid wastewater transport trucks shall discharge directly or indirectly such wastewater into the wastewater system, unless such person shall first have applied for and received a permit from the GRPUC for each vehicle. All applicants for this permit shall complete such forms as required by the GRPUC (Appendix A), pay appropriate fees (Appendix B), and agree in writing to abide by the provisions of this section and any special conditions or regulations established by the Minnesota Pollution Control Agency (MPCA). Such permits shall be limited to the discharge of domestic wastewater containing no industrial wastewater. The GRPUC shall designate the locations and times where such trucks may be discharged and may refuse to accept any truckload of wastewater where in its absolute discretion it appears that the wastewater could cause interference with the effective operation of the wastewater system.
- 7.6.2 No person shall discharge any other holding tank wastewater into the wastewater system unless he/she have applied for and have been issued a permit by GRPUC. Unless otherwise allowed under the terms and conditions of the permit a separate permit must be secured for each location of discharge. This permit shall include the time of day the discharge is to occur, the volume of the discharge, and shall limit the wastewater constituents and characteristics of the discharge. Such user shall pay fees (Appendix B) therefore, and shall comply with the conditions of the permit issued by GRPUC. No permit, however, will be required to discharge domestic wastewater from a recreational vehicle or marine vessel holding tank providing such discharge is made into an approved facility designed to receive such wastewater.
- 7.7 If any wastewater discharged or are proposed to be discharged to the public sewers, which waters or wastes contain the substances or possess the characteristics enumerated in Section 7.4 and which in the judgment of the General Manager, may have a deleterious effect upon the POTW, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the General Manager may:
- Reject the waters or wastes,
 - Require pretreatment to an acceptable condition prior to discharge to the public sewers,
 - Require control over the quantities and rates of discharge, and
 - Require payment to cover the added cost of handling and treating the water or waste not covered by existing taxes or sewer charges.

If the General Manager permits the pretreatment or controlled discharge of water or waste flows, the design and installation of the plants and equipment shall be subject

to the review and approval of the General Manager and subject to the requirements of all applicable codes, Operating Policies, and laws.

8.0 INDUSTRIAL WASTEWATER REQUIREMENTS

- 8.1 Review and acceptance of the GRPUC shall be obtained prior to the discharge into the public sewers of any wastewaters having one or more of the following characteristics:
- a) A five-day, 20 degrees Celsius, biochemical oxygen demand (BOD) greater than 250 ppm, and/or a chemical oxygen demand (COD) greater than 375 ppm.
 - b) A total suspended solids concentration greater than 300 ppm.
 - c) A volume greater than 10,000 gallons per day.
- 8.2 The General Manager shall have the right to reject industrial waste in whole or in part for any reason. A special agreement or contract for services may be executed when such an agreement is deemed appropriate by either the GRPUC. Such agreements shall be in accordance with all sewer use Operating Policies and rate structures.
- 8.3 The GRPUC reserves the right to sample any wastewaters entering the Public Sewer System.
- 8.4 The GRPUC reserves the right to surcharge for any wastes exceeding the characteristics enumerated in this section.

9.0 INDUSTRIAL DISCHARGE AGREEMENT

- 9.1 Scope. Industrial Users, or other persons, discharging into the POTW shall obtain an Industrial Discharge Agreement pursuant to these rules. The criteria to be utilized by the GRPUC to determine if an Industrial Discharge Agreement will be required include whether the discharge:
- 9.1.1 Has an average flow loading greater than 25,000 gallons per operating day, or
 - 9.1.2 Has a pollutant concentration of greater than 50% for one or more regulated pollutants (see Section 7.4) at the point of discharge, or
 - 9.1.3 Has properties in the discharge for it to be constituted a prohibited or high strength discharge, or
 - 9.1.4 Has been pretreated or passed through an equalization tank before discharge, or
 - 9.1.5 Has a hydraulic or organic loading greater than 5% of the average dry weather capacity of the POTW treatment plant or
 - 9.1.6 Contains an industrial process regulated by EPA categorical standards, or

- 9.1.7 Has any of the characteristics listed as prohibited discharges under Section 7, or
- 9.1.8 Others as so designated by the GRPUC as defined in 40 CFR 403.12 (a).

9.2 Application.

- 9.2.1 Existing Significant Industrial User. An existing Significant Industrial User or other person who is required to obtain an Industrial Discharge Agreement shall complete and file with the GRPUC an Industrial Discharge Agreement Application
- 9.2.2 New Significant Industrial Users. All new significant Industrial Users proposing to connect or to commence a new discharge to the wastewater disposal system shall submit an Industrial Discharge Application for review by the GRPUC. No discharge into the POTW can commence until an Industrial Discharge Application is reviewed and approved by the GRPUC unless:
- An Industrial Discharge Agreement is not required or
 - A discharge waiver is granted to commence discharge pending final action by the GRPUC.
- 9.3 Incomplete or Deficient Application. If the agreement application is incomplete or otherwise deficient, the General Manager will advise the applicant of such incompleteness or deficiency. An Industrial Discharge Agreement shall not be issued until an application is complete.
- 9.4 Issuance of Industrial Discharge Agreement. Within sixty (60) days after receipt of a completed application form from the industrial user, the General Manager shall, upon a determination that the applicant is capable of compliance with the Industrial Discharge conditions and these rules, issue an Industrial Discharge Agreement subject to the terms and conditions provided herein.
- 9.5 Agreement Conditions. Industrial Discharge Agreements shall be expressly subject to all provisions of this Operating Policy and all other applicable regulations, user charges, and fees established by the GRPUC. Agreements shall contain the following:
- 9.5.1 A summary of the penalties and surcharges applicable for violations of the terms of agreement;
- 9.5.2 The unit charge or schedule of user charges and fees for the wastewater to be discharged to the POTW;
- 9.5.3 Limits on the average and maximum wastewater constituents and characteristics, either in terms of concentrations, mass limitations, or other appropriate limits;

- 9.5.4 Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
 - 9.5.5 Requirements for installation and maintenance on inspection and sampling facilities;
 - 9.5.6 Requirements for access to the premises and records;
 - 9.5.7 Requirements for installation, operation, and maintenance of pretreatment facilities;
 - 9.5.8 Specifications for monitoring programs which may include sampling locations, frequency and method of sampling, number, types and standards for tests and self-reporting schedule;
 - 9.5.9 Compliance schedules;
 - 9.5.10 Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the General Manager;
 - 9.5.11 Requirements for notification to the General Manager of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment systems;
 - 9.5.12 Requirements for notification of slug discharges as provided in Section 10 of this Operating Policy;
 - 9.5.13 Requirements for the specific location, time, and volume of discharge to the POTW for Waste Transport Haulers;
 - 9.5.14 The requirement for Industrial Discharge Agreement transfer as stated herein; and
 - 9.5.15 Other conditions as deemed appropriate by the GRPUC to ensure compliance with this Operating Policy.
- 9.6 Modification, Suspension, and Revocation. An Industrial Discharge Agreement may be modified, suspended or revoked, in whole or in part, by the GRPUC during its term for cause, including:
- 9.6.1 Violation of these rules.
 - 9.6.2 Violation of any terms or conditions of the Industrial Discharge Agreement;
 - 9.6.3 Obtaining an Industrial Discharge Agreement by misrepresentation or failure to disclose fully all relevant facts;
 - 9.6.4 Amendment of these rules;

- 9.6.5 A change in the wastewater treatment process which results in the discharge having a significantly different and negative impact on the process;
- 9.6.6 A change in the industrial waste volume or characteristics which the discharger knows or has reason to know, will or is likely to have, either singly or by interaction with other wastes, a negative impact on the treatment process; and
- 9.6.7 A determination by the General Manager that the discharge reasonably appears to present an imminent endangerment to the health or welfare of persons, present an endangerment to the environment, or threaten interference with the operation of the POTW.
- 9.7 Time Schedule for Compliance. Any modifications in the Industrial Discharge Agreement shall specify a reasonable time schedule for compliance.
- 9.8 Refund of Fee on Surrender or Revocation. A discharger may surrender an Industrial Discharge Agreement to the GRPUC prior to the agreement's scheduled termination. In the event that an agreement is surrendered or revoked, the discharger shall be refunded a pro rata portion of the agreement fee paid.
- 9.9 Agreement Duration. Agreements shall be issued for a specified time period, not to exceed five (5) years. The user shall apply for agreement reissuance a minimum of 180 days prior to the agreement's expiration date by filing with the GRPUC an agreement reissuance application. The terms and conditions of the agreement may be subject to modification by the General Manager during the term of the agreement. The user shall be informed prior to the effective date of change. Any changes or new conditions in the agreement shall include a reasonable time schedule for compliance.
- 9.10 Agreement Transfer. Industrial Discharge Agreements are issued to a specific user at a specific location, for a specific operation, except in the case of Waste Transport Haulers. An Industrial Discharge Agreement shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the General Manager. Any succeeding owner or user shall also comply with the terms and conditions of the existing agreement. In the event of a change in the entity owning the industrial discharge facilities for which there is an Industrial Discharge Agreement, the prior owner, if feasible, shall notify the GRPUC and the succeeding owner of said change in ownership and of the provisions of the Industrial Discharge Agreement and these rules. The new owner shall submit a new agreement application or shall submit to the GRPUC an executed statement agreeing to be bound by the terms and conditions of the existing Industrial Discharge Agreement for the facility, in which case, upon consent of the GRPUC, the agreement shall continue in effect until its expiration date.
- 9.11 Agreement Fees. The user shall pay for the treatment of its wastewater discharge to the Treatment Facility. Discharge Agreement fees will be calculated monthly and shall equal the sum of the following:

1. Total month's operation and maintenance cost x 0.3191 x the measured fraction of the total month's flow attributed to the user.
2. Total month's operation and maintenance cost x 0.3547 x the measured fraction of the total month's BOD attributed to the user.
3. Total month's operation and maintenance cost x 0.3262 x the measured fraction of the total month's TSS attributed to the user.

The measured fraction of flow, BOD, and TSS attributed to the user shall be calculated monthly from daily averages of quantities and concentrations as measured. The user will be liable to pay a surcharge at the option of the GRPUC if the maximum allotted capacities of flow, BOD, and TSS, as specified in the Agreement, are exceeded in any one category.

9.12 Enforcement.

- 9.12.1 The General Manager may suspend the sewer system service and/or an Industrial Discharge Agreement when such suspension is necessary, in the opinion of the General Manager, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or to the POTW, or would cause the GRPUC to violate any condition of its NPDES or State Disposal System Permit. Any user notified of a suspension of the sewer system service and/or the Industrial Discharge Agreement shall immediately stop the discharge. In the event of a failure of the user to comply voluntarily with the suspension order, the General Manager shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW or endangerment to any individuals. The General Manager shall reinstate the Industrial Discharge Agreement and/or the sewer system service upon proof to the General Manager's satisfaction of the elimination of the non-complying discharge.

A detailed written statement submitted by the user describing the causes of the slug or accidental discharge and the measures taken to prevent any future occurrence shall be submitted to the General Manager within five (5) working days of the date of occurrence.

If the discharge has resulted in fines or penalties assessed against the GRPUC by any state or federal agency, the industrial user whose discharge is the basis for the fine or penalty shall pay said fine or penalty or reimburse the GRPUC pursuant to any order issued by the GRPUC as authorized by 9.12.4.

- 9.12.2 Notification of Violation. Whenever the General Manager finds that any person has violated or is violating this Operating Policy, Industrial Discharge Agreement, or any prohibition, limitation or requirement contained in any applicable State or Federal regulations, the General Manager may serve upon such person a written notice stating the nature of the violation. Within ten (10) days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the GRPUC by the user.

9.12.3 Revocation of Agreement. The General Manager may revoke the agreement of any user which fails to factually report the wastewater constituents and characteristics of its discharge; which fails to report significant changes in wastewater constituents or characteristics; which refuses reasonable access to the user's premises for the purpose of inspection or monitoring; or for violation of conditions of its agreement, this Operating Policy, or applicable State and Federal regulations.

9.12.4 Show Cause Hearing.

- Notice of Hearing. If the violation is not corrected by timely compliance, the General Manager may order any user, which causes or allows an unauthorized discharge to show cause before the GRPUC why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the GRPUC regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the GRPUC why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least fourteen (14) days before the hearing. Service may be made on any agent or officer of a corporation.
- Hearing Officials. The GRPUC may itself conduct the hearing and take the evidence, or may designate any of its members, an administrative law judge, or any officer or employee of the GRPUC to:
 1. Issue in the name of the GRPUC notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 2. Take the evidence; and,
 3. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the GRPUC for action thereon.
- Transcripts. At any hearing held pursuant to this Operating Policy, testimony taken must be under oath and recorded. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.
- Issuance of Orders. After the GRPUC has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further

orders and directives as are necessary and appropriate may also be issued.

- 9.12.5 Legal Action. If any person discharges wastewater, industrial wastes, or other wastes into the GRPUC's wastewater disposal system contrary to the provisions of this Operating Policy, Federal or State pretreatment requirements or any order of the GRPUC, the GRPUC Attorney may commence an action for appropriate legal and/or equitable relief, including injunctive relief.

10.0 PRETREATMENT OF INDUSTRIAL WASTEWATER

- 10.1 Where required, in the opinion of the General Manager, to modify or eliminate wastes that are harmful to the structures, processes or operation of the wastewater treatment facilities, the owner shall provide, at his/her expense, such preliminary treatment or processing facilities as may be determined necessary to render his/her wastes acceptable for admission to the public sewer.

10.2 Compliance and Standards.

- 10.2.1 Industrial Users shall achieve compliance with all Federal Categorical Pretreatment Standards within the time limitations as specified by the Federal Pretreatment Regulations promulgated by the U.S. EPA pursuant to the Act. In addition, Industrial Users shall comply with all provisions of any permit issued under Pretreatment Standards whether more or less stringent. Industrial Users as required by their Industrial Discharge Agreement shall submit to the General Manager for review detailed plans showing the pretreatment facilities at least sixty (60) days prior to initiation of construction. The General Manager shall approve the Industrial User's pretreatment plans if it appears that the proposed pretreatment facility is capable of meeting all applicable limitations.
- 10.2.2 Where preliminary treatment or flow-equalizing facilities are provided for any wastewaters or wastes, the owner at his/her expense shall satisfactorily and continuously maintain the effective operation of the treatment system.
- 10.2.3 The General Manager's review and approval shall in no way relieve the Industrial User from the responsibility of modifying the facility as necessary to produce an effluent complying with the provisions of these rules. Any subsequent modifications in the pretreatment facilities, which will result in a substantial change in discharge shall be reported to be approved by the General Manager upon a determination that the modified facility is capable of meeting all applicable limitations of Section 7, prior to the modification.
- 10.2.4 Residual solids from a pretreatment facility shall not be disposed, directly or indirectly, into the POTW without prior written approval from the General Manager. The disposal method shall be in accordance with local, State and Federal requirements. The General Manager shall be notified in writing within

ten (10) days of any substantial changes in such residual solids disposal procedures and/or characteristics.

10.2.5 Dilution. No user shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in any local or State requirements or Federal pretreatment standards.

10.3 Where discharge of such wastes to the sanitary sewer are not properly pretreated or otherwise modified, the General Manager may:

- b) Reject the wastes or terminate the service of sanitary sewer;
- c) Require control of the quantities and rates of discharge for such wastes; or
- d) Require the payment of a penalty to cover the excessive cost of treatment.

The amount of penalty shall be computed as twice the actual incremental costs (above normal costs for labor, power, chemicals, equipment, rental, mileage, etc.) experienced by the GRPUC as a result of handling the improperly pretreated wastewater. See method of computing normal industrial waste charges.

10.4 Grease, Oil and Sand Interceptors. Grease, Oil and Sand Interceptors shall be provided when, in the opinion of the General Manager, they are necessary for the proper handling of liquid waste containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients. All interceptors shall be of a type and capacity approved by the General Manager, and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. Interceptors shall be of substantial construction, watertight and equipped with easily removable covers which, when in place, shall be gastight and watertight. All grease, oil and sand interceptors shall be maintained by the owner, at his/her expense, in continuous efficient operation at all times.

10.5 Plans & Specifications of Preliminary Treatment Systems. Plans, specifications and any other pertinent information relating to proposed preliminary treatment, interceptors, or processing facilities shall be submitted for approval by the General Manager prior to the start of its use, if the effluent from is to be discharged into the public sewer.

10.6 Inspection Chambers. When required by the General Manager, the owner of any property discharging an industrial waste mixture into the waste water works of the GRPUC, shall provide and maintain in a suitable accessible position on the premises an inspection chamber or manhole near the outlet of each sewer, which connects with any sewer or wastewater works of the GRPUC. Each inspection chamber shall be of such design and construction as to prevent infiltration by groundwater and/or surface water and to prevent the entrance of objectionable slugs of solids (greater than ½-inch in size) into the sanitary wastewater system. The inspection chamber shall be maintained by persons discharging wastes so that any authorized representative of employee of the GRPUC may readily and safely measure the rate of flow and obtain samples of the flow at all times. Plans for the construction of inspection chambers or

control manholes, including such flow measuring devices as may be required, shall be approved by the General Manager prior to the beginning of construction. Such structures or equipment, (including a valve on the effluent line), shall be installed by the owner at his/her expense.

- 10.7 Inspection & Sampling. The GRPUC may conduct such tests as are necessary to enforce this Operating Policy, and employees of the GRPUC may enter upon any property for the purpose of taking samples, obtaining information or conducting surveys or investigations relating to such enforcement. Entry shall be made during operating hours unless circumstances require otherwise. In all cases where tests are conducted by the GRPUC (for the purpose of determining whether the user is in compliance with regulations), the cost of such tests shall be charged to the user and added to the user's sewer charge. In those cases where the GRPUC determines that the nature or volume of a particular user's wastewater requires more frequent than normal testing, the GRPUC may charge such user for the tests, after giving the user ten (10) days written notice of its intention to do so, and the cost thereof shall be added to the user's sewer charge.

Duly authorized employees of the GRPUC bearing proper credentials and identification shall be permitted to enter all private properties through which the GRPUC holds an easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the POTW lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the easement pertaining to the private property involved.

While performing the necessary work on private properties (referred to in Subd. 8 of this subsection), the authorized employees of the GRPUC shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the GRPUC employee and the GRPUC shall indemnify the company against loss or damage to its property by GRPUC employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of their inspection, observation, measurement, sampling and testing, except as such may be caused by negligence or failure of the company to maintain safe conditions as required.

- 10.8 Measurements & Testing. All measurements, tests, and analysis of the characteristics of wastewater to which reference is made in this Operating Policy shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable sample taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the sewer service line is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the POTW and to determine the existence of hazards to life, limb and property. (The particular analyses involved will determine whether a twenty-four hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, CBOD and suspended solids analyses are

obtained from twenty-four hour composites of all outfalls whereas pH's are determined from periodic grab samples.) The testing shall be paid for by the discharger.

- 10.9 Self-Monitoring Analyses. All measurements, tests, and analyses of the characteristics of wastewater as outlined in the permit shall be determined in accordance with guidelines established in 40 CFR Part 136 and 40 CFR 403.12(g) of the General Pretreatment Regulations.

Representative samples of a permittee's industrial waste shall be collected on a normal operating day and in accordance with guidelines listed in the Industrial User's Permit. Industrial users subject to Pretreatment Standards shall sample in accordance with the Pretreatment Standards. Self-monitoring points for Industrial Users who are not subject to Pretreatment Standards shall be at a location and at a frequency as specified in the permit

- 10.10 Pretreatment Standards Notification. The General Manager shall notify all affected Industrial Users of the applicable Pretreatment Standards, their amendments, and reporting requirements in accordance with Code of Federal Regulations, Title 40, Section 403.12 of the General Pretreatment Regulations. A compliance schedule shall be developed between the POTW and the Industrial User to ensure that the Industrial User complies with local, State, and Federal limitations in a timely manner as provided by the same section of the General Pretreatment Regulations.

- 10.11 Supplementary Limitations. No person, except as authorized shall discharge or cause or allow to be discharged directly or indirectly, into the POTW any pollutants containing concentrations in excess of limits identified in Section 7.5 (Prohibited Wastes).

- 10.12 Special Agreements. No statement contained in this section, except as promulgated by the EPA shall be construed as preventing any special agreement or arrangement between the GRPUC and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the GRPUC for treatment, subject to payment therefore, by the industrial concern.

The generalized cost recovery formula to be utilized for special contractual agreements for wastewater treatment is as follows:

$$C = (C_{i1} + C_{i2} + \dots) + C_c$$

where

$$C_{ix} = v_{ix}V + b_{ix}B + s_{ix}S$$

and

$$C_c = v_cV + b_cB + s_cS$$

where

$$C = \text{Total cost}$$

$$C_{ix} = \text{Charge to special user X}$$

$$C_c = \text{Charges from established sewer use fees.}$$

$$V = \text{Costs attributed to flow}$$

$$B = \text{Costs attributed to CBOD}$$

$$S = \text{Costs attributed to Total Suspended Solids (TSS)}$$

$$v = \text{\% design volume required}$$

- b = % design CBOD required
s = % design TSS required

The term “unusual strength” as used herein is defined as any wastewater having a CBOD value of 250 mg/L or greater and/or a TSS value of 300 mg/L or greater.

- 10.13 Reports. Reports specified in Code of Federal Regulations, Title 40, Section 403.12 of the General Pretreatment Regulations shall be submitted to the POTW by affected users.
- 10.14 The General Manager shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the GRPUC, a list of significant industrial users that, at any time during the previous 12 months, were in significant non-compliance with applicable pretreatment standards and requirements and any industrial users that were in significant non-compliance because of violations of the criteria, in Rule 7049.0120, subpart 25, item C, D or H of the Minnesota Rules (see definition of Significant Non-compliance, supra).

11.0 ACCIDENTAL AND SLUG DISCHARGES

- 11.1 Prevention of Accidental and Slug Discharges. All Industrial Users shall provide adequate protective procedures to prevent the accidental discharge of any waste prohibited in Section 7, any waste in excess of the limitations provided in Section 7.5, or any waste in violation of an applicable pretreatment standard.
- 11.2 Accidental Discharge. Accidental discharges of prohibited waste into the POTW, directly or through another disposal system, or to any place from which such waste may enter the POTW, shall be reported to the General Manager of GRPUC by the persons responsible for the discharge, or by the owner or occupant of the premises where the discharge occurred, immediately upon obtaining knowledge of the fact of such discharge. Such notification will not relieve users of liability for any expense, loss or damage to the wastewater disposal system or treatment process, or for any fines imposed on the GRPUC on account thereof under any State or Federal law. The responsible person shall take immediate action as is reasonably possible to minimize or abate the prohibited discharge.

After obtaining knowledge of the discharge and after giving immediate notice, the responsible person shall send a letter describing the prohibited discharge to the General Manager within five (5) days. The letter shall include the following information:

- The time and location of the spill;
- Description of the accidentally discharged waste, including estimate of pollutant concentrations;
- Time period and volume of wastewater discharged;
- Actions taken to correct or control the spill;
- A schedule of corrective measures to prevent further spill occurrences.

- 11.3 Slug Discharge. In the event that an Industrial User discharges a slug in such volume or strength that the Industrial User knows or has reason to know it will cause interference in the POTW, the Industrial User shall immediately report the same to the General Manager. Within five (5) days thereafter, the Industrial User shall send a letter to the General Manager describing the slug as specified under section 11.2 above and containing a plan to prevent additional slug or accidental discharges. This plan will contain the following at a minimum:
- 11.3.1 Description of discharge practices, including non-routine batch discharges;
 - 11.3.2 Description of stored chemicals;
 - 11.3.3 Procedure for promptly notifying the POTW of slug discharges as defined under Section 403.5(b) of the Code of Federal Regulations Title 40 and Section 11 of this Operating Policy, with procedures for follow-up written notification within five (5) days;
 - 11.3.4 Procedures necessary to prevent adverse impact from slug or accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, and worker training;
 - 11.3.5 Any necessary measures for building containment structures or equipment;
 - 11.3.6 Any necessary measures for controlling toxic organic pollutants (including solvents);
 - 11.3.7 Any necessary procedures and equipment for emergency response;
 - 11.3.8 Any necessary follow-up practices to limit the damage suffered by the POTW or the environment.

12.0 PROTECTION FROM DAMAGE

- 12.1 No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the GRPUC sewage works.
- 12.2 Any damage done to any structure, appurtenance, or equipment, which is a part of the GRPUC sewage works will be repaired by the GRPUC with its own or hired forces. The cost of such repair shall be billed to the person or persons responsible for the damage.

TO BE RESCINDED (IN RED)

13.0 OWNERSHIP OF WATER AND SEWER MAINS AND SERVICE LINES

- 13.1 The GRPUC and/or City own the sanitary sewer mains, manholes, cleanouts and similar appurtenances.

- 13.2 The property owner served by a sewer service line owns that part of the service from the main to the edge of the public right-of-way (including the tee or wye) as well as that portion of the line on private property.

14.0 MAINTENANCE, REPAIR AND REPLACEMENT OF SERVICE LINES

- 14.1 The GRPUC will maintain, repair and replace, at its own cost, those portions of service lines that are owned by the GRPUC and/or City. Such maintenance, repair and replacement will be done only during the useful life (as defined by the then current GRPUC policies) of the service line. If a service line is beyond its useful life, the property owner will be responsible for maintenance, repair and replacement of those portions of the service line owned by the GRPUC and/or City.
- 14.2 Property owners will maintain, repair and replace, at their cost, those portions of service lines that they own.
- 14.3 The GRPUC will maintain and repair, at its own cost, those portions of sewer mains that are owned by the GRPUC and/or City.

15.0 ABANDONMENT AND REMOVAL OF SERVICE LINES

- 15.1 All abandoned services shall be removed by the property owner at his/her expense.
- 15.2 Sewer service lines to be abandoned shall be excavated and disconnected at the sewer main.
- 15.3 Under extreme circumstances and at his/her sole discretion, the General Manager may temporarily waive the requirements set forth in Section 15.1 and 15.2. If such waiver is granted, the affected property owner must make a cash payment to the GRPUC in an amount equal to the cost of removal. This amount will be calculated by the GRPUC.
- 15.4 If removal requires work within the public right-of-way, the property owner must obtain a Utility Cut Permit from the City Engineering Department.
- 15.5 Abandoned services shall be removed within one year of the date of the last use of the service. If removal is not done within that year, the GRPUC will arrange for the removal of the service and the property owner will be responsible for all expenses of removal, plus an additional 25 percent to cover overhead expenses.
- 15.6 Whenever a new building is erected on the site of an old building and it is desired to increase or to change the sewer service, no connection with the sewer main may be made until the old services are removed.

16.0 PENALTIES

- 16.1 Administrative Fines. Notwithstanding any other section of this Operating Policy, any user who is found to have violated any provision of this Operating Policy, or permits and orders issued hereunder, shall be administratively fined in an amount not to

exceed \$1,000 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessments may be added to the user's next scheduled sewer service charge and the GRPUC shall have such other collection remedies as it has to collect other service charges. Unpaid charges, fines, and penalties shall constitute a lien against the individual user's property. Industrial Users desiring to dispute such fines must file a request for the GRPUC to reconsider the fine within 10 days of being notified of the fine. Where the GRPUC believes a request has merit, it shall convene a hearing on the matter within 30 days of receiving the request from the Industrial User.

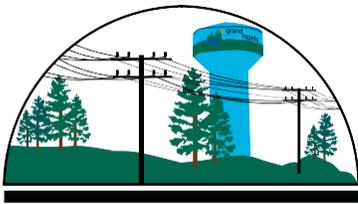
- 16.2 Criminal Penalties. Any person violating any of the provisions of this Operating Policy shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$1,000, or by imprisonment for not to exceed 90 days, or both.
- 16.3 Costs. In addition to the penalties provided herein, the GRPUC may recover court costs, court reporter's fees and other expenses of litigation by an appropriate action against the person found to have violated this Operating Policy or the orders, rules, regulations, and permits issued hereunder.
- 16.4 Costs of Damage. Any person violating any of the provisions of this Operating Policy shall become liable to the GRPUC for any expense, loss, or damage occasioned the GRPUC by reason of such violation. The General Manager may add to the user's charges and fees the costs assessed for any cleaning, repair, or replacement work caused by the violation or discharge. Any refusal to pay the assessed costs shall constitute a violation of this Operating Policy.
- 16.5 Falsifying Information. No person shall knowingly make false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to this Operating Policy, or an Industrial Discharge Agreement, nor falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this Operating Policy.

17.0 VALIDITY

- 17.1 All Operating Policies or parts of Operating Policies in conflict herewith are hereby repealed.
- 17.2 The invalidity of any section, clause, sentence, or provisions of this Operating Policy shall not affect the validity of any other part of this Operating Policy, which can be given effect without such invalid part or parts.

18.0 OPERATING POLICY FORCE.

This Operating Policy shall be in full force and effect from and after its passage.



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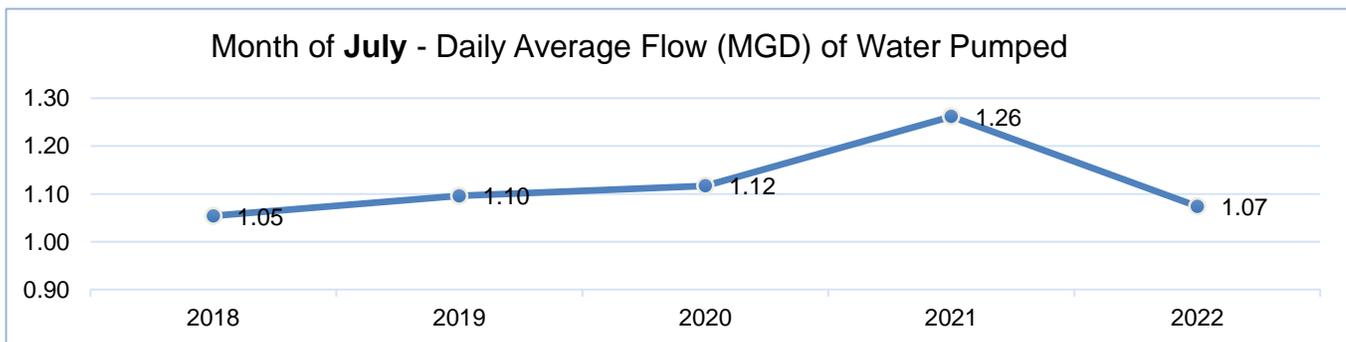
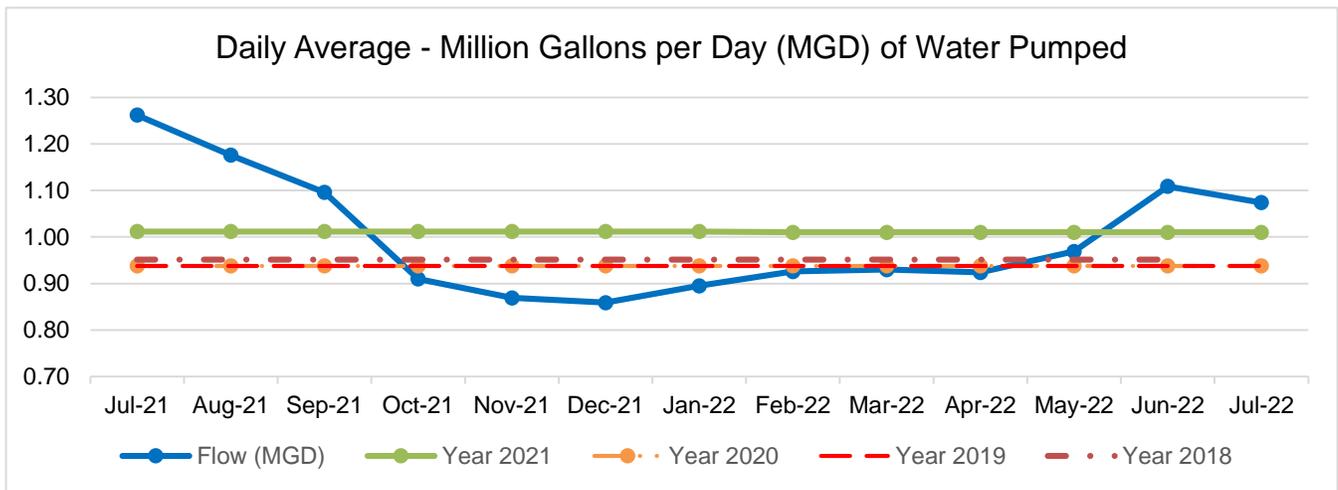
WATER & WASTEWATER DEPARTMENT MONTHLY REPORT August 2022 Commission Meeting

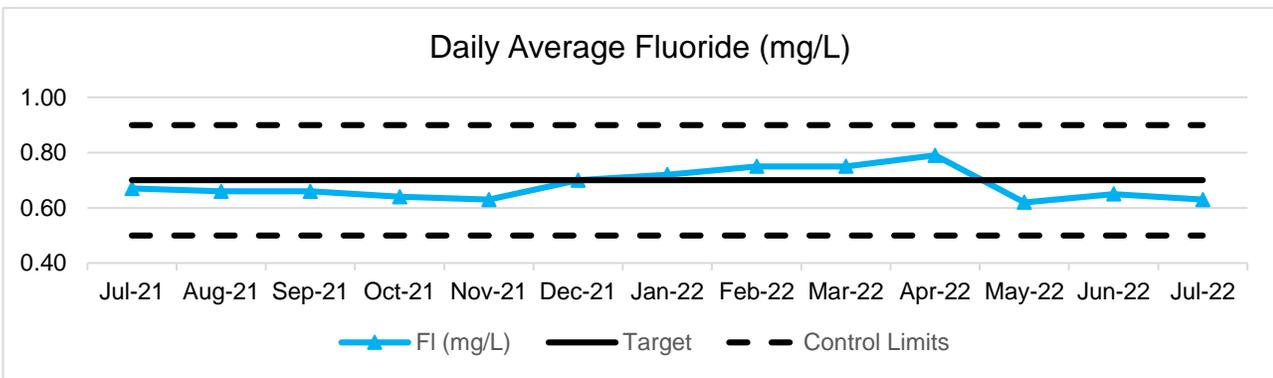
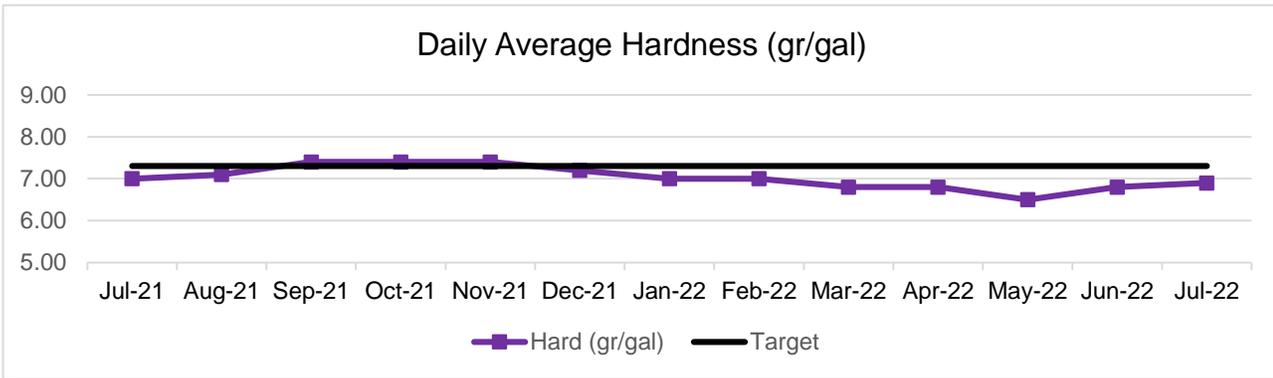
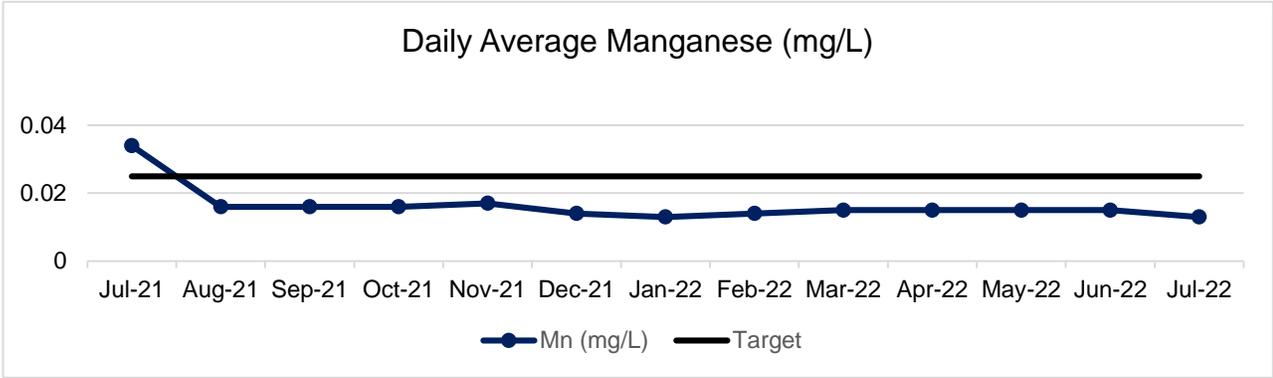
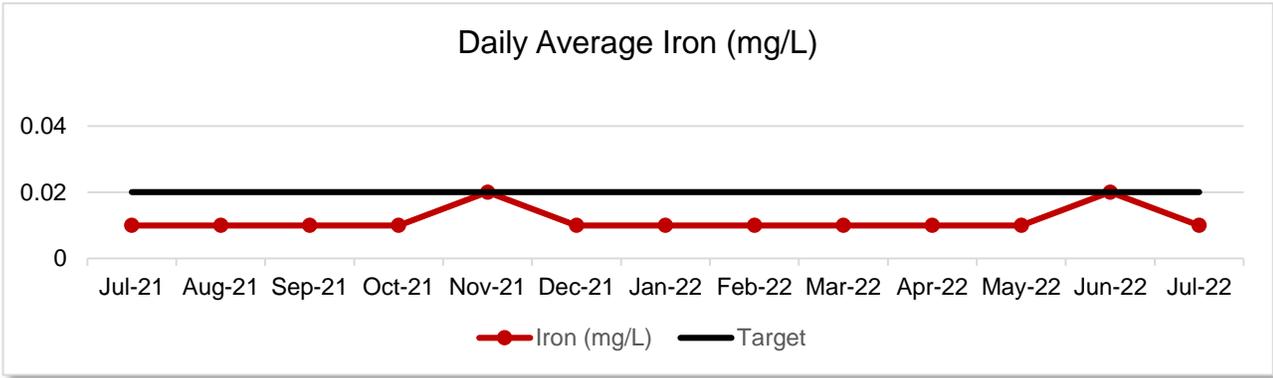
Safety

There were no OSHA recordable accidents last month.

Water Operations

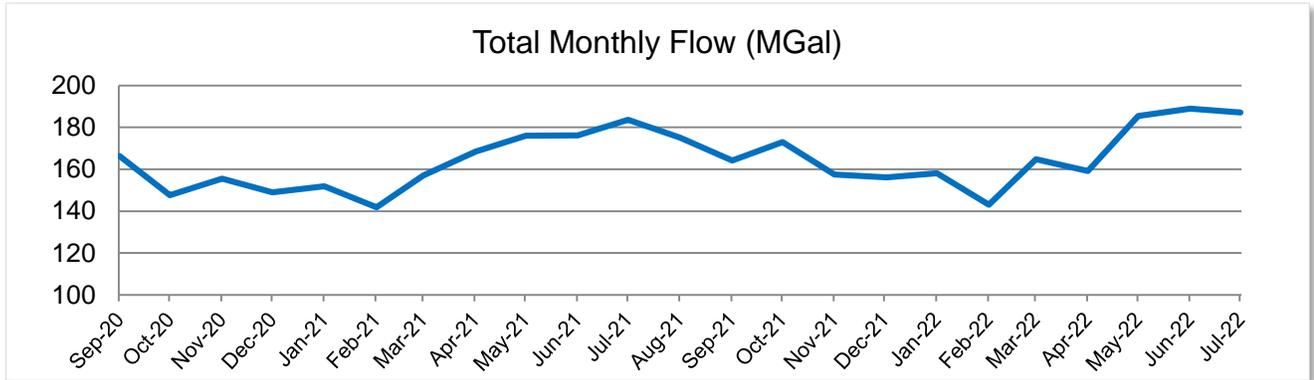
The water plant pumped an average of 1.07 million gallons of water per day (MGD) with a peak of 1.23 million gallons during last month.



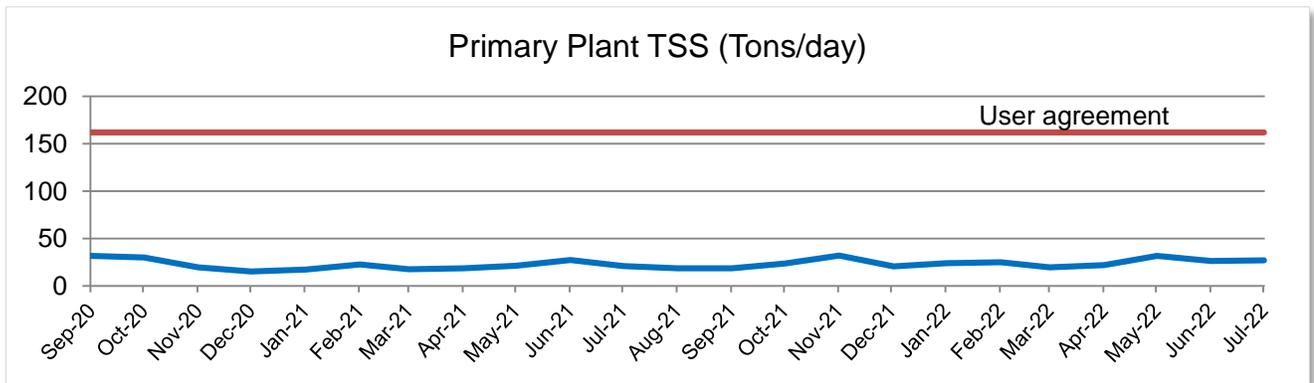


Wastewater Operations

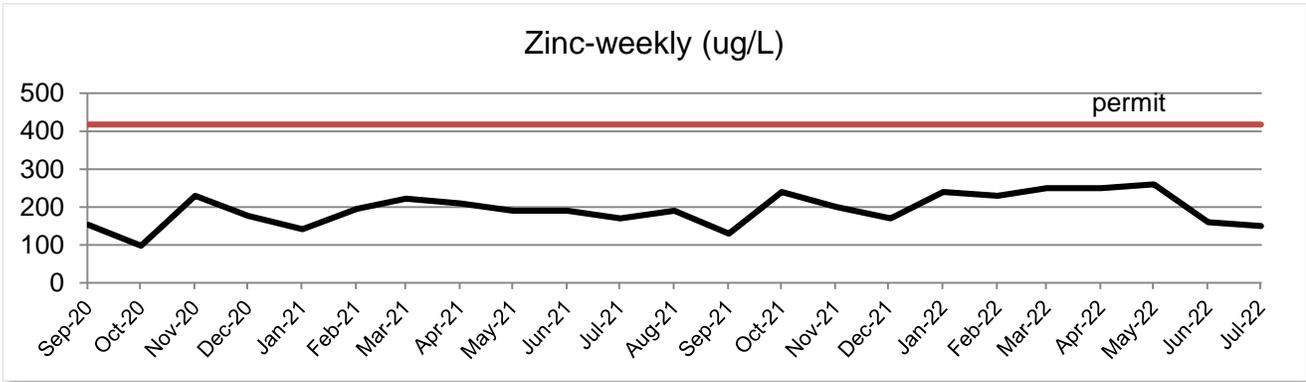
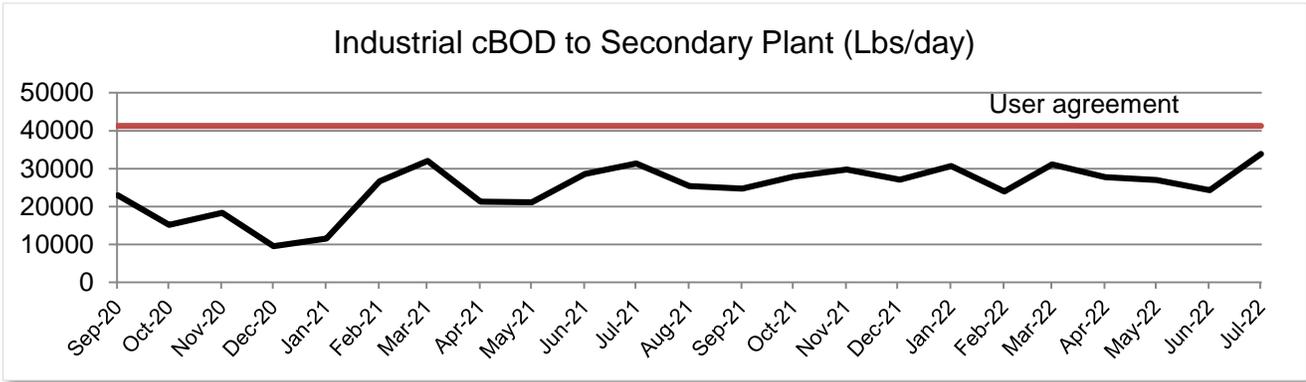
The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 187 million gallons of water removing 99.7% of the Total Suspended Solids (TSS) and 99.5% Biochemical Oxygen Demand (cBOD).



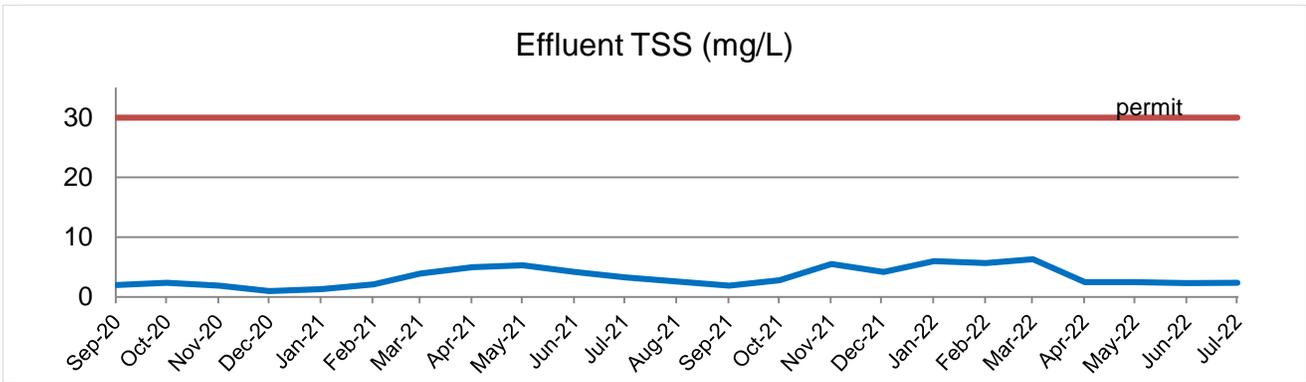
	Design Limits (monthly AVG)	Actual Results
Primary Plant		
Flow (MGD)	13.25	4.4
TSS (Tons/day)	162	27.1
TSS Peak (Tons/Day)	284	84.1

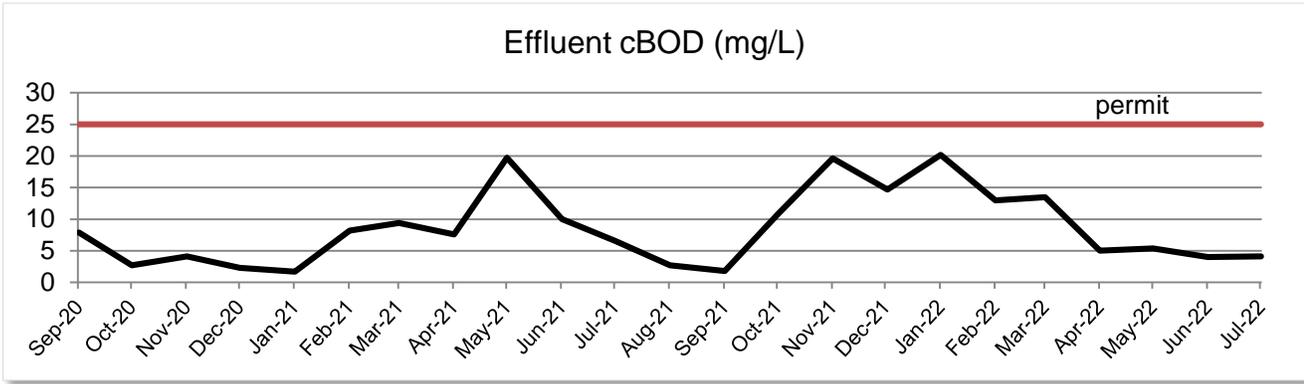


	Design Limits (monthly AVG)	Actual Results
Secondary Plant		
Flow (MGD)	15.25	6.0
cBOD (lbs/Day)	41,300	36,966
Peak cBOD (lbs/Day)	57,350	55,583
Zinc-weekly (ug/L)	418	150
% GRPUC		28.8%



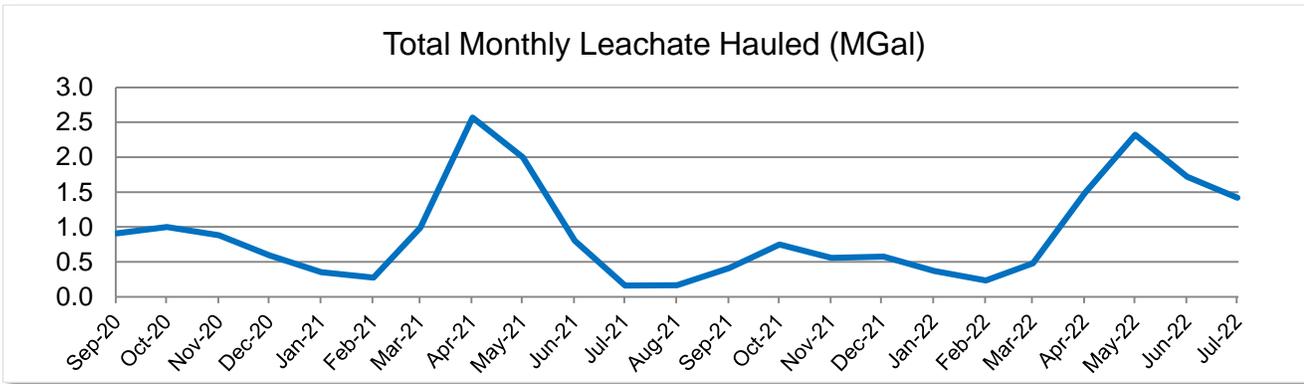
	Permit Limits (monthly AVG)	Actual Results
<u>Effluent</u>		
TSS (mg/L) – monthly average	30	2.4
cBOD (mg/L) – monthly average	25	4.1
Dissolved Oxygen (mg/L)	>1.0	5.4





Sludge Landfill Operations

- 1.42 million gallons of leachate were hauled last month
- 4,476 cubic yards of sludge solids were hauled to the landfill



AMI Water Install Last Month

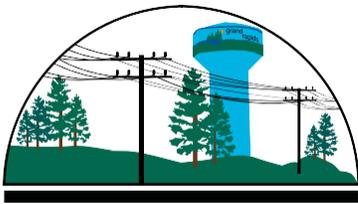
We installed 0 water nodes and/or meters in residential routes. We currently have 3487 (99%) active water nodes installed in the system. We are still awaiting delivery on nodes ordered in December 2020. Production of nodes is ramping up and delivery schedules promised to be shared sometime soon.

Projects Performed Last Month

- Jetting and televising the collection system in the SE part of Grand Rapids.
- Installed control cabinets for Lift 6 & 7 capital projects.
- Landfill Phase 1-4, Kettle D cover project work with Stantec.

Projects Scheduled for This Month

- Jetting and televising the collection system in SE.
- Install filter valves in Water Plant.
- Install water meter in north side of LaPrairie.



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SAFETY REPORT August 2022 Commission Meeting

Safety Topic Last Month

Dave Lundberg of MMUA was here on July 21 to conduct First Aid/CPR for all of the new employees who didn't attend the training in April 2021. GRPU linemen participated in the Grand Rapids Safety Camp on August 10.

Safety Topic This Month

General Manager Kennedy attended the Sr. Officials HSEM module 2 trainings on August 10. Dave Lundberg of MMUA will be here in August to conduct OSHA Top 10 training with all employees.

Accidents Reported last Month by Department

Administration: None Electric: None
Business Services: None Water-Wastewater: None

Cumulative Accidents for 2022

Recordable Accidents	0
Lost Time Days 2022	0
Restricted Days 2022	0
First Aid Only (not recordable)	1

Total FROI 1

Recordable Accident 5-year History

	2018	2019	2020	2021	2022
ADMIN	0	0	0	0	0
BUS SVCS	1	4	0	0	0
ELEC	1	1	0	0	0
W-WW	3	5	3	1	0
TOTAL	5	10	3	1	0