

PUBLIC UTILITIES COMMISSION

AGENDA

City of Brainerd, Minnesota

BPU Service Center, 8027 Highland Scenic Rd, Commission Room

Tuesday, July 25, 2023 at 9:00 am

The public is invited to attend these meetings in person

1. **Call To Order**

2. **Roll Call**

___Angland ___Johnson ___Matten ___ O'Day ___Wussow

3. **Pledge Of Allegiance**

4. **Approval Of Agenda**

5. **Consent Agenda**

NOTICE TO PUBLIC - all matters listed are considered routine by the Council and will all be enacted by one (1) motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Council votes on the motion to be ADOPTED BY ROLL CALL

A. **Approval Of Minutes**

Documents:

Minutes.pdf

B. **Approval Of Bills**

Documents:

Check Report.pdf

C. **Approval Of Magney Construction Pay Request**

Documents:

Magney Pay App 20.pdf

6. **Public Forum**

Time allocated for customers to bring matters not on the agenda to the attention of the Commission-- Time limits may be imposed.

7. **Commission Committee Reports**

Personnel

Finance

8. **Unfinished Business**

Documents:

Unfinished Business.pdf

9. **New Business**

A. **Award Construction Bid For Mississippi River Forcemain Crossing Project- Bid Opening Monday, July 24th At 1:00 P.m.**

B. **Hydro Generation Options Presentation By Tyler Fincher, PE Barr Engineering**

Documents:

Hydropower Options.pdf

C. **Recommend Approval Of The Revised Brainerd City Code Section 700- Sewer System To The City Council**

Revisions due to changes related to Delegation Authority.

Documents:

City Code Section 700_Sewer System.pdf

D. **Approval Of Implementation Of Large Interruptible Power Rate Class**

Documents:

Large Interruptible Power Rate Class.pdf

E. **Recommend Approval Of The MOU With USW And IBEW Local No. 31 Related To Hydro Facility To The City Council**

Documents:

MOU with USW and IBEW Local No. 31.pdf

F. **Approve Job Description For Electric Distribution Supervisor And Journeyman Electrician**

Documents:

Electric Supervisor Redlined JD.pdf
Journeyman Electrician Redlined JD.pdf

10. **Reports**

City Administrator

Council Liaison

Public Utilities Director

HR Directors Report

Commission Members-- Future Agenda Items

Documents:

Directors Report.pdf

HR Director Report.pdf

11. **Adjourn To Closed Session Pursuant To MN Statute 13D.05, Subd 3 (C) 3 To Consider Or Develop Offers For The Purchase Of Roberts Property**

Located near Water Plant

12. **Adjourn To Joint Workshop Of BPU Commission And City Council On July 31, 2023 At 6:00 P.m. In The City Council Chambers**



BRAINERD PUBLIC UTILITIES

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www.bpu.org

The regular meeting of the Brainerd Public Utilities Commission was held at 9:00 AM on June 27, 2023.

Commission President Wussow called the meeting to order at 9:00 AM.

Commission Roll Call

Mike Angland – Present

Tad Johnson – Present

Patrick Wussow – Present

Mark O'Day – Present

Dolly Matten – Present

Utility Staff Present

Public Utilities Director

Operations Manager

Wastewater Supervisor

Accounting Supervisor

Recording Secretary

Todd Wicklund

Trent Hawkinson

Charlie Gammon

Jana Pernula

Mandy Selisker

Others in Attendance

City Administrator

HR Director

City Liaison

Bolton & Menk

Widseth

Widseth

American Electric Power

Jennifer Bergman

Kris Schubert

Jeff Czczok

Morgan Salo, PE

David Reese, PE

William Westerberg

Victor Hoerst

Commissioner Wussow opened the meeting with the Pledge of Allegiance.

Approval of Consent Items

Motion by Commissioner O'Day and seconded by Commissioner Matten to approve the minutes from the May 30, 2023, regular monthly meeting, approval of current month's bills, approval of the agenda and approval of Pay Request No. 19 received from Magney Construction for \$114,644.94 for Water Tank Storage Project. There was a unanimous roll call vote in favor of the motion. Motion carried.

Public Forum

None

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

June 27, 2023

Commission Committee Reports

Personnel

- None

Finance

- None

Unfinished Business

- Roberts Gravel Pit Purchase: Site visit occurred, and survey is to be brought over to BPU to move forward. Intention of purchase is for wellhead protection and potential site for future wells if needed.
- Hydro Automation: Presentation related to engineering design estimate by Barr Engineering to occur at the July 25th meeting.
- Crypto Mining Projects: A recent curtailment issue with Minnesota Power (MP) arose and is occurring within MP's localized system. Based on this, JFK was curtailed significantly for a few days and with the curtailment being localized there is no MISO reimbursement, as they would typically be eligible for. JFK has requested BPU to forgo the \$125,000 security deposit in lieu of the losses or potentially delay it for six months.
 - Wicklund noted that the reason for this curtailment being requested of JFK is that they are currently the only interruptible load.
 - Hawkinson discussed if BPU were to go over the delegated 28MW threshold, MP could potentially initiate outages to other parts of the City. Hawkinson noted his due diligence throughout nighttime hours of notifying them when there is capacity available to give them additional load. Hawkinson also noted that to his knowledge this is a new scenario and that BPU has not been curtailed before, Solar production is helping, but Crypto mining is a known risky market.
 - Commissioner O'Day requested tabling the request until next month's meeting with Commissioner Wussow in agreement to schedule for July's meeting agenda and additionally requesting JFK submit this request in writing for future meeting consideration. Wussow also noted that the deposit, rates, and curtailment are separate issues.
 - A potential new rate design was also mentioned and is being reviewed with the rate consultant.

New Business

- Mississippi River Forcemain Crossing Project Authorize to Advertise for Bid: Presentation made by David Reese, PE, of Widseth. (See board packet for Engineer's memo and cost estimate). Additional discussion included:
 - Permitting process complete and ready to advertise for bids.
 - Plans and specs have been reviewed with BPU staff.
 - Estimate on cost is slightly higher than preliminary estimate.
 - Project estimated cost is \$1.54 million and the increase is due to permitting, landscaping requirements, and pricing on material and labor.
 - Construction is estimated to be starting November/December of 2023.
 - The old pipes stay in place.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

June 27, 2023

- Rotary Club is aware of Engineer's timeline and Engineer is aware of Rotary Clubs plans.
- Field of seeds consideration.
- Potential bridging of forcemain pipe over field of seeds before laying to minimize some of the environmental areas.

Motion by Commissioner O'Day and seconded by Commissioner Johnson to authorize to start the bidding process for the Mississippi River Forcemain Crossing as presented by Widseth. There was a unanimous vote in favor of the motion. Motion carried.

- **Proposal for Water Treatment Facility Asset Inventory:** Presentation made by Morgan Salo, PE, Bolton & Menk regarding proposal for asset inventory at Water Treatment Facility. (See board packet for Bolton & Menk memo and proposal). Highlights of proposal included the following:
 - This process is the next step in the copper corrosion compliance schedule.
 - Asset Inventory would summarize assets by reviewing structural, architectural, HVAC mechanical and process components.
 - Wicklund noted the assessment of condition of assets should be done before the Water reclamation grant project is started.
 - Fee clarification by Morgan Salo confirmed that it is an hourly not to exceed fee structure. If the fee is fully utilized, approval would be needed before additional fees were to be billed. If inventory is done in less time, it may not incur the entire \$74,100.
 - Commissioner Johnson requested that this project be considered for the \$5 million water bonding bill, if determined to be an eligible cost.

Motion by Commissioner Johnson and seconded by Commissioner Matten to approve the asset inventory proposal at the Water Treatment Plant as presented by Bolton & Menk. There was a unanimous vote in favor of the motion. Motion carried.

- **Consideration of revised Organizational Chart:** (See board packet for chart). Wicklund discussed the following changes to proposed BPU organizational chart:
 - Accounting Supervisor will be renamed to Business Office Supervisor.
 - Two positions under Information Technology are quite a way out and would need job descriptions approved before moving forward.
 - The Electric Distribution Supervisor would oversee the distribution system and line workers to help assist Operations Manager.
 - Technical Services and Maintenance Services are two departments renamed to reorganize existing staff and reclassify team members to lead roles with some additional job duties.
 - Water Utility would be split with distribution and production with Wastewater Manager overseeing production as well. The job descriptions for both the Operations Manager and Wastewater Manager will need to be adjusted to reflect the additional responsibilities.

Further discussion included the following:

- Commissioner Wussow questioned the split of the Water Department. Hawkinson and Wicklund explained that currently the Operations Manager is dealing with construction related projects within both Electric Distribution and Water Distribution and in addition sharing equipment which requires coordination of the two departments. Water Production is plant operations versus construction-based work.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

June 27, 2023

- City Council Liaison Czczok inquired if inspections from the City and construction from BPU are equal. Commissioner Wussow stated they are separate areas, and one does not have authority over the other.
- Commissioner Matten clarified the intent for today's action was to conceptually approve the updated organizational chart. Matten inquired if this would allow them to move forward with the process of advertising and hiring for the Finance Manager position. Concern from the Commission was expressed about the amount of time this has been taking to fill the vacancy of this position. Matten inquired if outsourcing in the interim was an option. Wicklund explained with training required it may just be best to wait and put the time into training the right person.
- HR Director Kris Schubert discussed that they are still waiting on information from Flaherty & Hood for this position as BPU and the City are combined for pay equity. They need the market study completion and wage approval, once decided, from the Council for the Finance Manager position. Schubert noted that changes cause delays, but the goal is for the end of July to have the results.
- City Administrator Bergman discussed the study takes a three-prong approach: Job Analysis Questionnaires (JAQ), job descriptions, and hierarchy. Any shifts in hierarchy therefore shifts points and can change the results. The overall goal is to get it right.

Motion by Commissioner Matten and seconded by Commissioner O'Day to conceptually approve the BPU draft Organizational Chart and forward to City Council. There was a unanimous vote in favor of the motion. Motion carried.

- Approval of Implementation of Large Interruptible Power Rate Class: (See board packet for staff memo). Additional discussion included the following:
 - Commissioner Johnson inquired what is prompting the potential change? Wicklund responded that when industrial rate was first implemented the size of the crypto load was estimated and currently there are two different rate classes that don't align with actual crypto load. Rate consultant recommendation is to consolidate the different rate classes into one industrial rate class.
 - Commissioner Wussow inquired about costs. Wicklund and Hawkinson both noted that costs to manage this load have been high since startup and ongoing need regular attention. This is currently the largest BPU electric load.
 - Commissioner O'Day and Matten both expressed that they are not ready to change rates at this time with too many unknown variables and costs.

Motion by Commissioner Matten and seconded by Commissioner O'Day to not change rates for the Large Interruptible Power Rate Class at this time. There was a unanimous vote in favor of the motion. Motion carried.

City Administrator Report

City Administrator Bergman reported on the following:

- Expressed thank you for being a part of the Governor's visit to the Water Plant.
- Bonding requests were due June 16th and have been sent in. Requests included Water Treatment Plant, Pedestrian Bridge, and Cuyuna Lakes State Trail. Consultants assisting were SRF, SEH and Bolton & Menk.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

June 27, 2023

- Road construction project for a roundabout at South 6th Street and Willow. The contract to start design work has been awarded with a potential construction date of 2025.
- Employee Appreciation Event is scheduled for Wednesday, September 6th from 11:30 AM -1:30 PM at Lum Park and hosted by Wellness Committee. City Offices will be closed.
- Just for Krypto, LLC. (JFK) submitted a purchase agreement for the Wright Street Extension property. Potential use was for a solar project. After meeting with the City to discuss the offer, investment in infrastructure, etc. the offer was withdrawn.

City Liaison Report

City Liaison Czezczok reported on the following:

- Consent calendar: He appreciated how Commission Wussow presents this for consideration and vote.
- Reminder to ask for opposed votes.
- Noted an email from the City Attorney was sent to Wicklund and Gammon related to exclusive use of copper material in new construction and replacement of water service lines.

Public Utility Director's Report

- See the board packet for report.
- Delegation authority letter: This is currently with the City Attorney. This letter allows compliance enforcement for BPU sewer users.
- Rewrite City Water System Ordinance: This will cover materials allowed for service lines as well as responsibility for where service line begins. Currently commercial customers are responsible to the water main whereas residential customers are responsible to the curb stop. The goal is to consolidate this standard.
- Abandoned water services need to be managed, tracked, and then collaboration with the City will need to happen to review as upcoming street projects occur.

Report from Wastewater Treatment Supervisor Gammon

- Lift Stations: Ongoing maintenance at Evergreen, Buffalo Hills and Tyrol involving pump and pipe replacement.
- Biosolids: 750,000 gallons hauled for late spring/early summer application. Equipment maintenance and cleaning to occur before fall application begins.
- Wastewater Treatment Plant (WWTP): In May, I & I was high with precipitation, however, currently back down to normal levels. Average influent at 2 million gallons per day.
- Staffing: Personnel on call 24/7, no after-hours calls in the last month. New Employee, Jason Gage, onboarded in June and transition was smooth.
- Mercury: Information packet to go out to all dental facilities in Brainerd/Baxter that is managed through the WWTP to help reduce and minimize mercury coming in.
- Toxicity Testing: Annual testing of the blend of the Mississippi river came back with passing result.
- MNDOT Highway 25 Project: 16-inch water main relocation for Stormwater catch basin went well. The sampling was sent in yesterday, once the results come back it will be put back in service.

BRAINERD PUBLIC UTILITIES COMMISSION MEETING

June 27, 2023

Report from Operations Manager Hawkinson

- Curtailment from MN Power: Update during the meeting from MN Power was a result of a panel down on their substation. Their hopes are to have it fixed by Friday.
- SCADA upgrades: Line crew has been installing Fiber network for upgrades to SCADA system.
- Pole transfers: During the last month approximately 125 old poles were removed once communication companies removed their attachments from them. Once a new pole is set notification is sent to other utilities requesting removal within 30 days.
- Outages: 67 outages, this includes utility customer requested maintenance as well. Only 5 registered BPU outages.
- Staffing: Congratulations to Mark Levig and Diane Mahady on their retirements.
- Hydro Pits: Pit 8 has been cleaned out. Over 130 planks were removed, valve pulled, pit drained, gate closed, and new mud valve installed. Barr Engineering is reviewing the new generation and BPU staff is working with SEL on installing relays to assist with automation on the existing generation.
- Solar: Ribbon cutting ceremony at Brainerd Regional Airport today. A goal of BPU is to install a link on the website to view generation of our solar production. Kick off meeting for the WWTP Solar project next steps will be occurring this afternoon.
- Load Control Audit: Allows BPU to better manage loads. The metering crew is conducting this and assessing dual fuel and off-peak, they have this about 60% completed.

HR Director's Report

- See the board packet for report.

Commission Members – Future Agenda Items

- Commissioner Wussow requested a memo regarding the closure of BPU on September 6th, 2023, from 11:30 AM -1:30 PM be added to the agenda for the Employee Appreciation Event to allow BPU employees to attend.
- Commissioner Angland expressed thanks to staff for putting together the organization chart, recognizing staff, talent and future leaders while having the focus on the future of BPU.

Next Board meeting is scheduled for July 25, 2023.

Adjournment

Adjournment at 10:29 AM by Commissioner Wussow to the Ribbon Cutting Ceremony at the Airport Solar Array located at the Brainerd Lakes Regional Airport today, June 27th at 12:30 PM.

Patrick Wussow, Commission President

Todd Wicklund, Commission Secretary



Brainerd Public Utilities, MN

Check Report

By Check Number

Date Range: 06/23/2023 - 07/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP2-BREMER BANK						
05948	MICROSOFT	06/23/2023	EFT	0.00	782.10	144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
E0200NQHNU	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	06/22/2023	ONLINE SERVICES: 06/2023	0.00	782.10	
	1.5.31.220		Communications		391.05	
	2.5.31.220		Communications		156.42	
	3.5.31.220		Communications		156.42	
	4.5.31.220		Communications		78.21	
00140	AEP ENERGY PARTNERS, INC.	07/19/2023	EFT	0.00	1,197,774.29	145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
175-21439544	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	07/18/2023	Invoice Period: 06/01/23-06/30/23	0.00	1,197,774.29	
	1.5.11.210		Purchased Power		1,197,774.29	
10095	AEP ONSITE PARTNERS, LLC	07/19/2023	EFT	0.00	91,974.76	146
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
419-21439544	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	07/18/2023	Invoice Period: 06/01/2023-06/30/2023	0.00	91,974.76	
	1.5.11.210		Purchased Power		91,974.76	
07808	Chase Humphrey	06/28/2023	Regular	0.00	1,024.12	80452
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1381	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	06/28/2023	ALLIGATOR CLIP/MAGNET	0.00	1,024.12	
	1.2.1013		CIP Payable		1,024.12	
07808	Chase Humphrey	06/28/2023	Regular	0.00	-1,024.12	80452
02213	CLINT JACOBS	06/28/2023	Regular	0.00	2,898.11	80453
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
06/2023-WWT C	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	06/28/2023	REFUND FOR WWT CHARGES PD - # 17-15	0.00	2,898.11	
	3.4.3.94		Refunds & Reimburseme		2,898.11	
05597	LIFE INSURANCE COMPANY	06/28/2023	Regular	0.00	249.88	80455
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
AI960327-07/202	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	06/28/2023	ACCIDENT INS. COVERAGE: 07/2023	0.00	104.85	
	1.2.1311		Withheld from Salaries		104.85	
CI960338-07/202	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	06/28/2023	CRITICAL ILL. COVERAGE: 07/2023	0.00	125.25	
	1.2.1311		Withheld from Salaries		125.25	
HC960740-07/20	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	06/28/2023	HOSPITAL INSURANCE: 07/2023	0.00	19.78	
	1.2.1311		Withheld from Salaries		19.78	
08410	SCR-NORTHERN	06/28/2023	Regular	0.00	297.55	80458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
W44979	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	06/28/2023	LOW WATER ALARMS - SERVICE CENTER	0.00	297.55	
	1.5.21.250		Maintenance - Buildings		119.02	
	1.5.31.250		Maintenance - Buildings		59.51	
	2.5.21.250		Maintenance - Buildings		59.51	
	2.5.31.250		Maintenance - Buildings		59.51	

Check Report

Date Range: 06/23/2023 - 07/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
08430	SHORT ELLIOT HENDRICKSON, INC	06/28/2023	Regular	0.00	9,916.17	80459
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
447952	Invoice	06/28/2023	PROJECT # 157774 / BRDPU 2MG STORA	0.00	9,916.17	
2.1.4011	Construction In Progress		PROJECT # 157774 / BRDPU 2M		9,916.17	
09948	WIDSETH SMITH NOLTING & ASSOC., INC	06/28/2023	Regular	0.00	12,384.30	80462
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
223908	Invoice	06/28/2023	DIRECTIONAL DRILLING - FORCEMAIN RIV	0.00	12,384.30	
3.1.4011	Construction In Progress		DIRECTIONAL DRILLING - FORCE		12,384.30	
03327	FIRST SUPPLY LLC-BRAINERD	07/07/2023	Regular	0.00	613.37	80477
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
3102798-00	Invoice	07/07/2023	RINGS/PLUGS/CONNECTOR/DRAIN/STRAI	0.00	354.51	
3.5.11.240	Maintenance - Equipmen		RINGS/PLUGS/CONNECTOR/DR		354.51	
3102798-01	Invoice	07/07/2023	NATURAL BLACK PRINT TUBE	0.00	29.20	
3.5.11.240	Maintenance - Equipmen		NATURAL BLACK PRINT TUBE		29.20	
3108314-00	Invoice	07/07/2023	BUSHING/STRAIGHT TUBES	0.00	32.15	
3.5.11.240	Maintenance - Equipmen		BUSHING/STRAIGHT TUBES		32.15	
3108330-00	Credit Memo	07/07/2023	APPLY CREDIT FOR RETURN 11/4X1 GLV M	0.00	-6.00	
3.5.11.240	Maintenance - Equipmen		APPLY CREDIT FOR RETURN 11/		-6.00	
3114613-00	Invoice	07/07/2023	TUBES/ELBOWS/BUSHINGS	0.00	103.24	
3.5.11.240	Maintenance - Equipmen		TUBES/ELBOWS/BUSHINGS		103.24	
3114691-00	Invoice	07/07/2023	LF4237575 3/4 PEX	0.00	24.17	
3.5.11.240	Maintenance - Equipmen		LF4237575 3/4 PEX		24.17	
3120742-00	Invoice	07/07/2023	FLAG PACK - RING	0.00	69.54	
3.5.11.240	Maintenance - Equipmen		FLAG PACK - RING		69.54	
3122300-00	Invoice	07/07/2023	F1960 PLASTIC	0.00	3.28	
3.5.11.240	Maintenance - Equipmen		F1960 PLASTIC		3.28	
3122629-00	Invoice	07/07/2023	F1960 PLASTIC	0.00	3.28	
3.5.11.240	Maintenance - Equipmen		F1960 PLASTIC		3.28	
04555	INTEGRATED PROTECTION SYSTEMS, INC.	07/07/2023	Regular	0.00	221.21	80478
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
79697	Invoice	07/07/2023	CHANGE ORDER #1 - UPASS/WWTP - REM	0.00	221.21	
3.5.11.250	Maintenance - Buildings		CHANGE ORDER #1 - UPASS/W		221.21	
07335	OFFICE SHOP	07/07/2023	Regular	0.00	3,022.97	80479
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1128135-0	Invoice	07/07/2023	OFFICE SUPPLIES - PLOTTER PAPER	0.00	28.21	
1.5.31.370	Office Supplies		OFFICE SHOP		16.93	
2.5.31.370	Office Supplies		OFFICE SHOP		5.64	
3.5.31.370	Office Supplies		OFFICE SHOP		5.64	
1128135-1	Invoice	07/07/2023	OFFICE SUPPLIES - PLOTTER INK	0.00	285.87	
1.5.31.370	Office Supplies		OFFICE SHOP		171.53	
2.5.31.370	Office Supplies		OFFICE SHOP		57.17	
3.5.31.370	Office Supplies		OFFICE SHOP		57.17	
1128363-0	Invoice	07/07/2023	OFFICE SUPPLIES	0.00	57.30	
1.5.31.370	Office Supplies		OFFICE SHOP		34.38	
2.5.31.370	Office Supplies		OFFICE SHOP		11.46	
3.5.31.370	Office Supplies		OFFICE SHOP		11.46	
1128658-0	Invoice	07/07/2023	OFFICE SUPPLIES	0.00	31.35	
1.5.31.370	Office Supplies		OFFICE SHOP		18.81	

Check Report

Date Range: 06/23/2023 - 07/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	2.5.31.370	Office Supplies	OFFICE SHOP		6.27	
	3.5.31.370	Office Supplies	OFFICE SHOP		6.27	
1128658-1	Invoice	07/07/2023	OFFICE SUPPLIES	0.00	33.65	
	1.5.31.370	Office Supplies	OFFICE SHOP		20.19	
	2.5.31.370	Office Supplies	OFFICE SHOP		6.73	
	3.5.31.370	Office Supplies	OFFICE SHOP		6.73	
1128658-2	Invoice	07/07/2023	OFFICE SUPPLIES	0.00	28.96	
	1.5.31.370	Office Supplies	OFFICE SHOP		17.38	
	2.5.31.370	Office Supplies	OFFICE SHOP		5.79	
	3.5.31.370	Office Supplies	OFFICE SHOP		5.79	
1128658-3	Invoice	07/07/2023	OFFICE SUPPLIES	0.00	19.99	
	1.5.31.370	Office Supplies	OFFICE SHOP		11.99	
	2.5.31.370	Office Supplies	OFFICE SHOP		4.00	
	3.5.31.370	Office Supplies	OFFICE SHOP		4.00	
1128658-4	Invoice	07/07/2023	OFFICE SUPPLIES - TONER	0.00	763.51	
	1.5.31.370	Office Supplies	OFFICE SHOP		458.11	
	2.5.31.370	Office Supplies	OFFICE SHOP		152.70	
	3.5.31.370	Office Supplies	OFFICE SHOP		152.70	
327224-0	Invoice	07/07/2023	COPIER/PRINT MAINT- #18248/18305 (Bill	0.00	1,467.11	
	1.5.31.240	Maintenance - Equipmen	OFFICE SHOP		830.97	
	2.5.31.240	Maintenance - Equipmen	OFFICE SHOP		276.99	
	3.5.31.240	Maintenance - Equipmen	OFFICE SHOP		276.99	
	3.5.31.240	Maintenance - Equipmen	OFFICE SHOP		82.16	
327350-0	Invoice	07/07/2023	COPIER/PRINTER MAINT. - #17733 Busine	0.00	307.02	
	1.5.31.240	Maintenance - Equipmen	OFFICE SHOP		184.22	
	2.5.31.240	Maintenance - Equipmen	OFFICE SHOP		61.40	
	3.5.31.240	Maintenance - Equipmen	OFFICE SHOP		61.40	
00447	SAMUEL ARNZEN	07/07/2023	Regular	0.00	62.23	80481
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
06/28/23-MILEA	Invoice	07/07/2023	MILEAGE REIMBURSEMENT FOR 06/28/2	0.00	62.23	
	2.5.21.460		Travel/Conferences/Scho		62.23	
09665	VIKING INDUSTRIAL CENTER	07/07/2023	Regular	0.00	510.78	80482
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
3265344	Invoice	07/07/2023	REPLACEMENT O2 SENSOR	0.00	510.78	
	3.5.11.310		Small Tools & Supplies		510.78	
00105	ACE HARDWARE-BRAINERD	07/10/2023	Regular	0.00	139.43	80483
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
315812	Invoice	07/10/2023	METAL NOZZLE	0.00	9.61	
	3.5.21.360		Other Commodities		9.61	
316021	Invoice	07/10/2023	PAINT	0.00	55.86	
	2.5.11.250		Maintenance - Buildings		55.86	
316274	Invoice	07/10/2023	SNAKE DRAIN./ SUPPLIES	0.00	41.34	
	4.5.11.360		Other Commodities		41.34	
316316	Invoice	07/10/2023	PLUGS	0.00	32.62	
	2.5.21.360		Other Commodities		32.62	
00340	ARAMARK UNIFORM SERVICES	07/10/2023	Regular	0.00	63.48	80484

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2530154351	Invoice	07/10/2023	WORK UNIFORMS	0.00	31.74	
	1.5.21.270		Cleaning & Waste Remov		19.04	
	2.5.21.270		Cleaning & Waste Remov		12.70	
2530156815	Invoice	07/10/2023	WORK UNIFORMS	0.00	31.74	
	1.5.21.270		Cleaning & Waste Remov		19.04	
	2.5.21.270		Cleaning & Waste Remov		12.70	
00735	BEST OIL COMPANY	07/10/2023	Regular	0.00	3,741.00	80485
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
47008	Invoice	07/10/2023	INVOICED: DIESEL/GAS	0.00	1,845.60	
	1.5.21.320		Motor Fuels & Lubricants		1,107.36	
	2.5.21.320		Motor Fuels & Lubricants		369.12	
	3.5.11.320		Motor Fuels & Lubricants		369.12	
47188	Invoice	07/10/2023	INVOICED: DIESEL/GAS	0.00	1,895.40	
	1.5.21.320		Motor Fuels & Lubricants		1,137.24	
	2.5.21.320		Motor Fuels & Lubricants		379.08	
	3.5.11.320		Motor Fuels & Lubricants		379.08	
00820	BOLTON & MENK, INC.	07/10/2023	Regular	0.00	6,856.50	80486
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0314248	Invoice	07/10/2023	BIOSOLIDS & SYSTEM REVIEW	0.00	6,454.00	
	2.5.31.285		Consulting Services		5,815.00	
	3.5.31.285		Consulting Services		639.00	
0314249	Invoice	07/10/2023	BIOSOLIDS DEWATERING PROJECT	0.00	214.50	
	3.1.4011		Construction In Progress		214.50	
0314250	Invoice	07/10/2023	COPPER COUPON PILOT TESTING	0.00	188.00	
	2.5.31.285		Consulting Services		188.00	
01890	CHARTER COMMUNICATIONS	07/10/2023	Regular	0.00	39.58	80487
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0008279070223	Invoice	07/10/2023	TV SERVICE: 07/2023	0.00	39.58	
	1.5.31.220		Communications		23.75	
	2.5.31.220		Communications		15.83	
04555	INTEGRATED PROTECTION SYSTEMS, INC.	07/10/2023	Regular	0.00	11,798.30	80488
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
79839	Invoice	07/10/2023	FINAL INVOICE FOR FUTURE GATE - WWT	0.00	11,798.30	
	3.1.4011		Construction In Progress		11,798.30	
06141	MINNESOTA DEPT OF HEALTH	07/10/2023	Regular	0.00	23.00	80489
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10591-J.SIMENS	Invoice	07/10/2023	JESSE SIMENSON #10591 - CLASS B WTR	0.00	23.00	
	2.5.11.440		License/Taxes/Permits		23.00	
06556	MPOWER TECHNOLOGIES, INC.	07/10/2023	Regular	0.00	3,000.00	80490
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5315	Invoice	07/10/2023	L & G AND LOAD ANALYSIS PROJECT	0.00	3,000.00	
	1.5.21.285		Consulting Services		3,000.00	
07808	Chase Humphrey	07/13/2023	Regular	0.00	1,024.12	80492

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1381	Invoice	06/28/2023	ALLIGATOR CLIP/MAGNET	0.00	1,024.12	
	1.2.1013	CIP Payable	ALLIGATOR CLIP/MAGNET		1,024.12	
00405	ANDERSON BROTHERS CONSTRUCTION	07/14/2023	Regular	0.00	14,065.00	80493
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
32557	Invoice	07/14/2023	REALIGNMENT OF 16" WATERMAIN ON C	0.00	14,065.00	
	2.1.4011	Construction In Progress	REALIGNMENT OF 16" WATERM		14,065.00	
00825	BORDER STATES ELECTRIC	07/14/2023	Regular	0.00	695.84	80494
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
926542486	Invoice	07/14/2023	PUR HARDHATS	0.00	392.34	
	1.5.21.315	Personal Protection Equip	3M H-701SFR-UH HARDHAT		186.39	
	1.5.21.315	Personal Protection Equip	3M H-801R-UV FULL BRIM		205.95	
926568791	Invoice	07/14/2023	INV HARDWARE	0.00	303.50	
	1.1.1611	Inventories	A FLAT WASHER 2 1/4" X 3/16"		224.00	
	1.1.1611	Inventories	A CURVED WASHER 3" x 5/8" ho		79.50	
02527	CONTINENTAL RESEARCH CORPORATION	07/14/2023	Regular	0.00	276.16	80495
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0045584	Invoice	07/14/2023	Wowzer Plus	0.00	276.16	
	3.5.11.360	Other Commodities	Wowzer Plus		276.16	
02556	CORE & MAIN LP	07/14/2023	Regular	0.00	1,581.50	80496
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
S606318	Invoice	07/14/2023	WATER METERS	0.00	1,581.50	
	2.1.1611	Inventories	1 1/2" Omni Water Meter		1,581.50	
02785	DACOTAH PAPER CO	07/14/2023	Regular	0.00	761.31	80497
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
84424	Invoice	07/14/2023	CLEANING SUPPLIES	0.00	761.31	
	1.5.21.360	Other Commodities	DACOTAH PAPER CO -210660		380.66	
	2.5.21.360	Other Commodities	DACOTAH PAPER CO -210660		152.26	
	3.5.11.360	Other Commodities	DACOTAH PAPER CO -210660		152.26	
	4.5.11.360	Other Commodities	DACOTAH PAPER CO -210660		76.13	
03275	FASTENAL COMPANY	07/14/2023	Regular	0.00	20.52	80498
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
MNBAX262097	Invoice	07/14/2023	FASTENAL - SUPPLIES	0.00	20.52	
	1.5.21.360	Other Commodities	FASTENAL COMPANY		12.32	
	2.5.21.360	Other Commodities	FASTENAL COMPANY		8.20	
03282	FERGUSON WATERWORKS #2518	07/14/2023	Regular	0.00	2,136.57	80499
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0513099	Invoice	07/14/2023	INV WV PARTS	0.00	2,136.57	
	2.1.1611	Inventories	Bottom Bell #6860 #6		700.00	
	2.1.1611	Inventories	18" Bottom Section 6860-18B		174.00	
	2.1.1611	Inventories	12" Repair Top Section #69 6850		222.00	
	2.1.1611	Inventories	26" Top Section #6850-26T		595.01	
	2.1.1611	Inventories	NOTE** 30" Bottom Sec #8560-		445.56	
03580	FS3, INC.	07/14/2023	Regular	0.00	1,302.05	80500

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
83835	Invoice	07/14/2023	INV EC0500 TRACER WIRE	0.00	1,302.05	
1.1.1611	Inventories		A TRACER WIRE #12 CU ORANG		1,302.05	
04050	HAWKINS INC.	07/14/2023	Regular	0.00	12,641.19	80501
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
6504080	Invoice	07/14/2023	HYDROFLUOSILICIC ACID/SODIUM HYDRO	0.00	7,181.55	
2.5.11.360	Other Commodities		HYDROFLUOSILICIC ACID/SODIU		7,181.55	
6506474	Invoice	07/14/2023	SODIUM HYDROXIDE	0.00	5,459.64	
2.5.11.360	Other Commodities		HYDROFLUOSILICIC ACID/SODIU		5,459.64	
04604	J.M. POWER AGGREGATES INC.	07/14/2023	Regular	0.00	1,830.00	80502
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
794	Invoice	07/14/2023	PUR NATURAL CINDERS	0.00	1,830.00	
4.5.11.310	Small Tools & Supplies		2" MINUS NATURAL CINDERS 1		1,830.00	
04963	KAESER COMPRESSORS, INC.	07/14/2023	Regular	0.00	441.97	80503
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
916090092	Invoice	07/14/2023	SET FILTERS - COMPRESSOR	0.00	441.97	
3.5.11.310	Small Tools & Supplies		SET FILTERS - COMPRESSOR		441.97	
05335	LAKES AREA MAT SERVICE II, INC	07/14/2023	Regular	0.00	97.44	80504
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
20230612	Invoice	07/14/2023	MAT/TOWEL SERVICE	0.00	48.30	
1.5.21.270	Cleaning & Waste Remov		LAKES AREA MAT SERVICE II, INC		7.24	
2.5.21.270	Cleaning & Waste Remov		LAKES AREA MAT SERVICE II, INC		4.83	
3.5.11.270	Cleaning & Waste Remov		LAKES AREA MAT SERVICE II, INC		36.23	
20230626	Invoice	07/14/2023	MAT/TOWEL SERVICE	0.00	49.14	
1.5.21.270	Cleaning & Waste Remov		LAKES AREA MAT SERVICE II, INC		7.37	
2.5.21.270	Cleaning & Waste Remov		LAKES AREA MAT SERVICE II, INC		4.91	
3.5.11.270	Cleaning & Waste Remov		LAKES AREA MAT SERVICE II, INC		36.86	
05625	LOCATORS & SUPPLIES, INC.	07/14/2023	Regular	0.00	150.34	80505
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0307961-IN	Invoice	07/14/2023	PUR ORANGE MARKING FLAGS	0.00	150.34	
1.5.21.310	Small Tools & Supplies		BLK-P450W-FO CUSTOM ORAN		150.34	
05976	MIDWEST MACHINERY CO.	07/14/2023	Regular	0.00	2.00	80506
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9653279	Invoice	07/14/2023	CHOKE ROD	0.00	2.00	
1.5.21.240	Maintenance - Equipmen		CHOKE ROD		2.00	
05977	MIDWEST OVERHEAD CRANE CORP.	07/14/2023	Regular	0.00	1,816.42	80507
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
125005	Invoice	07/14/2023	ANNUAL INSPECTIONS	0.00	1,816.42	
1.5.21.240	Maintenance - Equipmen		ANNUAL INSPECTIONS		181.64	
2.5.21.240	Maintenance - Equipmen		ANNUAL INSPECTIONS		181.64	
3.5.11.240	Maintenance - Equipmen		ANNUAL INSPECTIONS		1,453.14	
06266	MINNESOTA VALLEY	07/14/2023	Regular	0.00	108.60	80508

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1201841	Invoice	07/14/2023	TESTING	0.00	83.60	
	3.5.11.275		Testing & Monitoring		83.60	
1204258	Invoice	07/14/2023	TESTING	0.00	25.00	
	3.5.11.275		Testing & Monitoring		25.00	
08058	RESCO	07/14/2023	Regular	0.00	386.00	80510
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
899933-00	Invoice	07/14/2023	INV HARDWARE	0.00	386.00	
	1.1.1611		Inventories		386.00	
08895	STUART C. IRBY CO	07/14/2023	Regular	0.00	103,918.70	80511
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S013304099.001	Invoice	07/14/2023	INV 1/0 OKONITE	0.00	103,918.70	
	1.1.1611		Inventories		17,354.15	
	1.1.1611		Inventories		17,285.42	
	1.1.1611		Inventories		17,354.15	
	1.1.1611		Inventories		17,285.41	
	1.1.1611		Inventories		17,285.42	
	1.1.1611		Inventories		17,354.15	
04940	THOMAS VAVRA	07/14/2023	Regular	0.00	16,624.41	80512
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
JT23-177-07	Invoice	07/14/2023	INV 2" DUCT/PIPE	0.00	16,624.41	
	1.1.1611		Inventories		4,087.97	
	1.1.1611		Inventories		4,087.97	
	1.1.1611		Inventories		4,087.97	
	1.1.1611		Inventories		4,360.50	
09899	WESCO RECEIVABLES CORP	07/14/2023	Regular	0.00	939.50	80513
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
248803	Invoice	07/14/2023	INV HARDWARE	0.00	850.50	
	1.1.1611		Inventories		117.50	
	1.1.1611		Inventories		216.00	
	1.1.1611		Inventories		517.00	
248845	Invoice	07/14/2023	INV TOP TIES	0.00	89.00	
	1.1.1611		Inventories		89.00	
02025	CITY OF BRAINERD	07/17/2023	Regular	0.00	175,803.60	80514
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06/2023 - MILL R	Invoice	07/17/2023	MONTHLY TRANSFER: 06/2023	0.00	64,451.50	
	1.2.1012		Due to City of Brainerd		64,451.50	
06/30/23-SAN/S	Invoice	07/17/2023	SANITARY & STORM SWR BILLING/COLLEC	0.00	109,515.69	
	3.2.1012		Due to City of Brainerd		68,085.00	
	3.2.1012		Due to City of Brainerd		41,430.69	
23-0003351	Invoice	07/17/2023	HYDROSEEDER - FROM TURNO TECH. 1/3	0.00	940.00	
	1.5.21.310		Small Tools & Supplies		564.00	
	2.5.21.310		Small Tools & Supplies		376.00	
23-0003429	Invoice	07/17/2023	RATWIK, ROSZAK, & MALONEY INV. - MAY	0.00	896.41	
	1.5.31.285		Consulting Services		537.85	
	2.5.31.285		Consulting Services		179.28	
	3.5.31.285		Consulting Services		179.28	

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03699	GRAINGER	07/17/2023	Regular	0.00	321.28	80515
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9746420430	Invoice	07/17/2023	SANITIZER	0.00	9.76	
1.5.31.360	Other Commodities	SANITIZER	9.76			
9747801604	Invoice	07/17/2023	OFFICE SUPPLIES	0.00	22.38	
2.5.31.370	Office Supplies	OFFICE SUPPLIES	22.38			
9754318203	Invoice	07/17/2023	STEEL TABLE	0.00	214.14	
1.5.21.360	Other Commodities	STEEL TABLE	128.48			
2.5.21.360	Other Commodities	STEEL TABLE	85.66			
9754712983	Invoice	07/17/2023	CAM AND GROOVE ADAPTER	0.00	75.00	
1.5.21.240	Maintenance - Equipmen	CAM AND GROOVE ADAPTER	75.00			
04580	IP NETWORKS, INC.	07/17/2023	Regular	0.00	5,735.00	80516
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
20237978	Invoice	07/17/2023	ETHERNET SWITCHES & MAINTENANCE	0.00	5,735.00	
1.1.4011	Construction In Progress	ETHERNET SWITCHES & MAINTENANCE	5,195.00			
1.5.31.265	Annual Maintenance Agr	ETHERNET SWITCHES & MAINTENANCE	270.00			
2.5.31.265	Annual Maintenance Agr	ETHERNET SWITCHES & MAINTENANCE	108.00			
3.5.31.265	Annual Maintenance Agr	ETHERNET SWITCHES & MAINTENANCE	108.00			
4.5.31.265	Annual Maintenance Agr	ETHERNET SWITCHES & MAINTENANCE	54.00			
06268	MIXTURE WEB LLC	07/17/2023	Regular	0.00	640.00	80517
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
994981	Invoice	07/17/2023	WEBSITE SUPPORT / TRAINING: 07/2023	0.00	640.00	
1.5.31.285	Consulting Services	WEBSITE SUPPORT / TRAINING	320.00			
2.5.31.285	Consulting Services	WEBSITE SUPPORT / TRAINING	128.00			
3.5.31.285	Consulting Services	WEBSITE SUPPORT / TRAINING	128.00			
4.5.31.285	Consulting Services	WEBSITE SUPPORT / TRAINING	64.00			
06790	NAPA AUTO PARTS BAXTER	07/17/2023	Regular	0.00	429.50	80518
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
612874	Invoice	07/17/2023	OIL FILTERS / 4 STROKE ATVOIL	0.00	162.03	
1.5.21.240	Maintenance - Equipmen	OIL FILTERS / 4 STROKE ATVOIL	97.22			
2.5.21.240	Maintenance - Equipmen	OIL FILTERS / 4 STROKE ATVOIL	32.41			
3.5.11.240	Maintenance - Equipmen	OIL FILTERS / 4 STROKE ATVOIL	32.40			
616073	Invoice	07/17/2023	OIL FILTER	0.00	31.52	
2.5.11.240	Maintenance - Equipmen	OIL FILTER	31.52			
617076	Invoice	07/17/2023	OIL FILTERS	0.00	42.84	
1.5.21.240	Maintenance - Equipmen	OIL FILTERS	25.70			
2.5.21.240	Maintenance - Equipmen	OIL FILTERS	17.14			
617104	Invoice	07/17/2023	AIR FILTER	0.00	73.20	
1.5.21.240	Maintenance - Equipmen	AIR FILTER	43.92			
2.5.21.240	Maintenance - Equipmen	AIR FILTER	29.28			
617917	Invoice	07/17/2023	BELTS: SERPENTINE / STRETCH FIT	0.00	53.46	
1.5.21.240	Maintenance - Equipmen	BELTS: SERPENTINE / STRETCH	53.46			
617931	Invoice	07/17/2023	WIPER BLADES	0.00	66.45	
1.5.21.240	Maintenance - Equipmen	WIPER BLADES	39.87			
2.5.21.240	Maintenance - Equipmen	WIPER BLADES	26.58			
07339	ONLINE INFORMATION SERVICES, INC.	07/17/2023	Regular	0.00	316.72	80519

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1197086	Invoice	07/17/2023	ONLINE UTILITY EXCHANGE REPORT: 06/2	0.00	316.72	
	1.5.31.290		Other Charges		190.04	
	2.5.31.290		Other Charges		63.34	
	3.5.31.290		Other Charges		63.34	
07641	PITNEY BOWES INC.	07/17/2023	Regular	0.00	269.00	80520
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1023397854	Invoice	07/17/2023	PITNEY SHIP CUBE - SCALE/SHIPPING LAB	0.00	269.00	
	1.5.31.370		Office Supplies		161.40	
	2.5.31.370		Office Supplies		53.80	
	3.5.31.370		Office Supplies		53.80	
10225	POMP'S TIRE SERVICE INC.	07/17/2023	Regular	0.00	1,611.31	80521
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2280001348	Invoice	07/17/2023	TIRE REPAIR - FA #4008	0.00	57.24	
	1.5.21.240		Maintenance - Equipmen		22.90	
	1.5.31.240		Maintenance - Equipmen		11.45	
	2.5.21.240		Maintenance - Equipmen		11.45	
	2.5.31.240		Maintenance - Equipmen		11.44	
2280001351	Invoice	07/17/2023	TIRES / BALANCE - FA: 2021	0.00	1,554.07	
	2.5.11.240		Maintenance - Equipmen		1,554.07	
07920	QUALITY FLOW SYSTEMS, INC.	07/17/2023	Regular	0.00	2,000.00	80522
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
45077	Invoice	07/17/2023	PUMP REPAIR - EVERGREEN	0.00	2,000.00	
	3.5.21.240		Maintenance - Equipmen		2,000.00	
08072	RHI SUPPLY - FARGO	07/17/2023	Regular	0.00	14.88	80523
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1266917	Invoice	07/17/2023	BROWNING V-BELT	0.00	14.88	
	3.5.11.240		Maintenance - Equipmen		14.88	
09663	VIKING ELECTRIC SUPPLY, INC	07/17/2023	Regular	0.00	491.55	80524
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S007051985.001	Invoice	07/17/2023	IDEAL 85-346 CAT 5	0.00	17.65	
	4.5.11.360		Other Commodities		17.65	
S007057184.001	Invoice	07/17/2023	OUTDOOR TIE/CABLE TIE/CLAMP/WASHE	0.00	256.59	
	4.5.11.360		Other Commodities		256.59	
S007057184.002	Invoice	07/17/2023	OUTDOOR TIE	0.00	124.17	
	4.5.11.360		Other Commodities		124.17	
S007066358.001	Invoice	07/17/2023	PVC JUNCTION BOX	0.00	93.14	
	1.5.21.240		Maintenance - Equipmen		93.14	
09728	WASTE PARTNERS	07/17/2023	Regular	0.00	1,543.26	80525

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
36X10657	Invoice	07/17/2023	TRASH/RECYCLING SERVICE: ACCT#24205	0.00	1,543.26	
	1.5.21.270		Cleaning & Waste Remov		114.72	
	1.5.31.270		Cleaning & Waste Remov		57.36	
	2.5.21.270		Cleaning & Waste Remov		57.36	
	2.5.31.270		Cleaning & Waste Remov		57.36	
	3.5.11.270		Cleaning & Waste Remov		340.83	
	3.5.21.270		Cleaning & Waste Remov		858.43	
	4.5.11.270		Cleaning & Waste Remov		57.20	
09827	WEIGH-RITE SCALE CO., INC.	07/17/2023	Regular	0.00	410.00	80526
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
34786	Invoice	07/17/2023	CERTIFICATION OF IN PLANT SCALES - CEN	0.00	410.00	
	1.5.21.240		Maintenance - Equipmen		58.57	
	2.5.11.240		Maintenance - Equipmen		351.43	
09908	WEST SIDE AUTO BODY, INC.	07/17/2023	Regular	0.00	303.06	80527
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
3402	Invoice	07/17/2023	RIGHT DOOR MIRROR - FA# 4008	0.00	212.98	
	1.5.21.240		Maintenance - Equipmen		127.79	
	2.5.21.240		Maintenance - Equipmen		85.19	
3404	Invoice	07/17/2023	MIRROR GLASS - FA# 4008	0.00	90.08	
	1.5.21.240		Maintenance - Equipmen		54.05	
	2.5.21.240		Maintenance - Equipmen		36.03	
10188	XTONA	07/17/2023	Regular	0.00	400.00	80528
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
9684	Invoice	07/17/2023	Monthly IT Billing: 07/2023	0.00	400.00	
	1.5.31.265		Annual Maintenance Agr		200.00	
	2.5.31.265		Annual Maintenance Agr		80.00	
	3.5.31.265		Annual Maintenance Agr		80.00	
	4.5.31.265		Annual Maintenance Agr		40.00	
00075	A W RESEARCH	07/20/2023	Regular	0.00	3,812.20	80539
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
56350	Invoice	07/20/2023	WWT TESTING	0.00	3,272.20	
	3.5.11.275		Testing & Monitoring		3,272.20	
56351	Invoice	07/20/2023	WTR TESTING	0.00	540.00	
	2.5.11.275		Testing & Monitoring		540.00	
00105	ACE HARDWARE-BRAINERD	07/20/2023	Regular	0.00	85.18	80540
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
07/13/23-BULB R	Invoice	07/20/2023	FLOURESCENT BULB RECYCLING - COUPO	0.00	77.50	
	1.2.1013		CIP Payable		77.50	
316461	Invoice	07/20/2023	TAPE MEASURE	0.00	7.68	
	1.5.21.360		Other Commodities		7.68	
00198	ALTEC INDUSTRIES, INC.	07/20/2023	Regular	0.00	525.44	80541
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
12327317	Invoice	07/20/2023	SIDING SPIDER - COLLAPSABLE REEL	0.00	525.44	
	1.5.21.240		Maintenance - Equipmen		525.44	
00315	AMERICAN STEEL INC	07/20/2023	Regular	0.00	574.00	80542

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
116118	Invoice	07/20/2023	PLATE FLOOR/SHEET - FA# 1268	0.00	574.00	
	1.5.21.240		Maintenance - Equipmen		344.40	
	2.5.21.240		Maintenance - Equipmen		229.60	
00337	AMERICAN WELDING & GAS INC	07/20/2023	Regular	0.00	80.72	80543
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
09429408	Invoice	07/20/2023	CYLINDER RENTAL INVOICE	0.00	80.72	
	1.5.21.360		Other Commodities		48.43	
	2.5.21.360		Other Commodities		32.29	
00340	ARAMARK UNIFORM SERVICES	07/20/2023	Regular	0.00	63.48	80544
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2530159403	Invoice	07/20/2023	WORK UNIFORMS	0.00	31.74	
	1.5.21.270		Cleaning & Waste Remov		19.04	
	2.5.21.270		Cleaning & Waste Remov		12.70	
2530161777	Invoice	07/20/2023	WORK UNIFORMS	0.00	31.74	
	1.5.21.270		Cleaning & Waste Remov		19.04	
	2.5.21.270		Cleaning & Waste Remov		12.70	
00670	BARR ENGINEERING CO	07/20/2023	Regular	0.00	3,303.50	80545
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
23181016.06-17	Invoice	07/20/2023	WORK ORDER #6 - HYDROELECTRIC PROJE	0.00	3,303.50	
	4.5.31.285		Consulting Services		3,303.50	
00735	BEST OIL COMPANY	07/20/2023	Regular	0.00	4,872.90	80546
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4688	Invoice	07/20/2023	GAS	0.00	705.20	
	1.5.21.320		Motor Fuels & Lubricants		423.12	
	2.5.21.320		Motor Fuels & Lubricants		141.04	
	3.5.11.320		Motor Fuels & Lubricants		141.04	
4689	Invoice	07/20/2023	DIESEL	0.00	464.10	
	1.5.21.320		Motor Fuels & Lubricants		278.46	
	2.5.21.320		Motor Fuels & Lubricants		92.82	
	3.5.11.320		Motor Fuels & Lubricants		92.82	
4690	Invoice	07/20/2023	DIESEL	0.00	2,411.80	
	1.5.21.320		Motor Fuels & Lubricants		1,447.08	
	2.5.21.320		Motor Fuels & Lubricants		482.36	
	3.5.11.320		Motor Fuels & Lubricants		482.36	
47394	Invoice	07/20/2023	INVOICED: DIESEL/GAS	0.00	1,291.80	
	1.5.21.320		Motor Fuels & Lubricants		775.08	
	2.5.21.320		Motor Fuels & Lubricants		258.36	
	3.5.11.320		Motor Fuels & Lubricants		258.36	
00825	BORDER STATES ELECTRIC	07/20/2023	Regular	0.00	80,409.36	80547
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
926508687	Invoice	07/20/2023	PUR PPE WW JASON	0.00	651.90	
	3.5.11.315		Personal Protection Equip		180.19	
	3.5.11.315		Personal Protection Equip		471.71	
926619822	Invoice	07/20/2023	INV 500 WIRE EC0100	0.00	73,130.71	
	1.1.1611		Inventories		73,130.71	
926619826	Invoice	07/20/2023	INV 35KV 600 UG LUGS	0.00	729.85	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	1.1.1611	Inventories	B 35 600 LUG 350 CU UG THREA		729.85	
926628290	Invoice	07/20/2023	INV ELEC TOP TIES AND 35KV ELBOWS	0.00	2,595.40	
	1.1.1611	Inventories	A Termination Kit 35 KV for 1/0		2,377.90	
	1.1.1611	Inventories	A Coupling-2" Red Pipe E-Loc		217.50	
926628310	Invoice	07/20/2023	INV M0975 METERBASE	0.00	1,988.30	
	1.1.1611	Inventories	A SP-100A 5T BYPASS W/DISCO		1,988.30	
926628319	Invoice	07/20/2023	INVEO1981 LUG 4 HOLE AL SPADE 1/0-75	0.00	166.16	
	1.1.1611	Inventories	B Conn 750 MCM 2 Hole		166.16	
926644454	Invoice	07/20/2023	INV EO FUSES	0.00	57.90	
	1.1.1611	Inventories	A Fuselink 12 Amp Type K		57.90	
926644460	Invoice	07/20/2023	PUR SPLIT DUCT COUPLERS	0.00	1,089.14	
	1.5.21.310	Small Tools & Supplies	CPSPLT1S200X600 2" SPLIT DUC		1,089.14	
00827	BOSS SUPPLY OF JANESVILLE, INC.	07/20/2023	Regular	0.00	314.29	80548
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
46576	Invoice	07/20/2023	PTO Guard Cone Set / Shield Replacement	0.00	314.29	
	3.5.11.240		Maintenance - Equipmen		314.29	
00982	BRAINERD HYDRAULIC AIR & INDUSTRIAL SUPP	07/20/2023	Regular	0.00	453.34	80549
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
28666	Invoice	07/20/2023	HOSE 2 BRAID/COUPLERS PIPE THREAD -	0.00	453.34	
	1.5.21.240		Maintenance - Equipmen		272.00	
	2.5.21.240		Maintenance - Equipmen		181.34	
01153	BRAINERD ISD #181	07/20/2023	Regular	0.00	10,442.31	80550
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
07/12/23-CIP RE	Invoice	07/20/2023	CIP REBATE:PHASE 2 REMODEL/ADDITION	0.00	9,382.02	
	1.2.1013		CIP Payable		9,382.02	
07/12/23-CIP REB	Invoice	07/20/2023	CIP REBATE: IT EQUIPMENT-1515 OAK/HA	0.00	1,060.29	
	1.2.1013		CIP Payable		1,060.29	
10140	Brainerd Lakes Regional Airport	07/20/2023	Regular	0.00	3,993.75	80551
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
23-0003423	Invoice	07/20/2023	GROUND LEASE: Q3 2023	0.00	3,993.75	
	1.5.31.480		Interest Expense		3,993.75	
01805	CENTERPOINT ENERGY	07/20/2023	Regular	0.00	213.72	80552
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
8000014432-1-06	Invoice	07/20/2023	MONTHLY GAS BILL - WTR PROD/WTR DIS	0.00	213.72	
	2.5.11.230		Utilities		26.00	
	2.5.21.230		Utilities/Gas		15.00	
	3.5.21.230		Utilities		172.72	
01837	CENTURYLINK	07/20/2023	Regular	0.00	518.70	80553
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
218701-0080497-	Invoice	07/20/2023	MONTHLY PHONE BILL	0.00	518.70	
	1.5.21.220		Communications		38.30	
	2.5.11.220		Communications		203.33	
	2.5.21.220		Communications		53.27	
	3.5.21.220		Communications		223.80	
02002	CITY OF BAXTER	07/20/2023	Regular	0.00	42,110.00	80554

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07/19/23-ESCRO	Invoice	07/20/2023	ESCROW AGREEMENT - FORCEMAIN RIVE	0.00	42,110.00	
	3.1.4011		Construction In Progress		42,110.00	
02556	CORE & MAIN LP	07/20/2023	Regular	0.00	151.00	80555
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
T128797	Invoice	07/20/2023	PUR WATER BOA BOX	0.00	151.00	
	2.5.21.310		Small Tools & Supplies		151.00	
02785	DACOTAH PAPER CO	07/20/2023	Regular	0.00	102.40	80556
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12490	Invoice	07/20/2023	PLASTIC GLOVES	0.00	102.40	
	1.5.21.360		Other Commodities		51.20	
	2.5.21.360		Other Commodities		20.48	
	3.5.11.360		Other Commodities		20.48	
	4.5.11.360		Other Commodities		10.24	
02870	DIVERSIFIED POWER SERVICES, INC	07/20/2023	Regular	0.00	39,895.00	80557
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
191106-560	Invoice	07/20/2023	PUR CABLE BUS ST JOE XFRMR	0.00	39,895.00	
	1.1.4011		Construction In Progress		35,975.00	
	1.1.4011		Construction In Progress		3,920.00	
02955	DONDELINGER INCORPORATED	07/20/2023	Regular	0.00	57.78	80558
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
39001	Invoice	07/20/2023	SENSOR - FA#1590	0.00	57.78	
	2.5.11.240		Maintenance - Equipmen		57.78	
03115	ESCH CONSTRUCTION SUPPLY, INC.	07/20/2023	Regular	0.00	701.56	80559
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV47115	Invoice	07/20/2023	BLADE FOR CONCRETE/ASPHALT	0.00	701.56	
	2.5.11.310		Small Tools & Supplies		701.56	
03118	ESSENTIA HEALTH	07/20/2023	Regular	0.00	341.00	80560
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
800007619-07/0	Invoice	07/20/2023	DRUG TEST/PHYSICALS- KNAPP/ENGHOL	0.00	341.00	
	1.5.21.290		Other Charges		158.00	
	2.5.21.290		Other Charges		158.00	
	3.5.11.290		Other Charges		25.00	
03321	FIRST IMPRESSION PRINTING	07/20/2023	Regular	0.00	4,534.50	80561
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
88041	Invoice	07/20/2023	PRINTING/PUBLISHING FORMS: BILLING	0.00	4,534.50	
	1.5.31.280		Printing & Publishing For		2,720.70	
	2.5.31.280		Printing & Publishing For		906.90	
	3.5.31.280		Printing & Publishing For		906.90	
03327	FIRST SUPPLY LLC-BRAINERD	07/20/2023	Regular	0.00	9.20	80562
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
70723-99	Invoice	07/20/2023	SERVICE CHARGE	0.00	9.20	
	3.5.31.290		Other Charges		9.20	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03542	FORUM COMMUNICATIONS	07/20/2023	Regular	0.00	87.60	80563
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
MP3168200623	Invoice	07/20/2023	HYDRANT FLUSHING AD	0.00	87.60	
2.5.31.220	Communications		HYDRANT FLUSHING AD		87.60	
03557	FRONTIER ENERGY, INC.	07/20/2023	Regular	0.00	17,027.30	80564
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
192016	Invoice	07/20/2023	CIP SERVICES - 05/2023	0.00	9,035.45	
1.2.1013	CIP Payable		FRONTIER ENERGY		9,035.45	
192017	Invoice	07/20/2023	GRANT WRITING SERVICES: 05/2023	0.00	600.25	
1.5.31.285	Consulting Services		GRANT WRITING SERVICES		600.25	
192282	Invoice	07/20/2023	CIP SERVICES - 06/2023	0.00	7,225.35	
1.2.1013	CIP Payable		FRONTIER ENERGY		7,225.35	
192284	Invoice	07/20/2023	GRANT WRITING SERVICES: 06/2023	0.00	166.25	
1.5.31.285	Consulting Services		GRANT WRITING SERVICES		166.25	
03580	FS3, INC.	07/20/2023	Regular	0.00	435.73	80565
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
83981	Invoice	07/20/2023	INV ORANGE TRACER WIRE	0.00	435.73	
1.1.1611	Inventories		A TRACER WIRE #12 CU ORANG		435.73	
03687	GOODIN COMPANY	07/20/2023	Regular	0.00	92.18	80566
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
06641488-00	Invoice	07/20/2023	PIPE SEAL/COUPLING	0.00	46.29	
4.5.11.240	Maintenance - Equipmen		PIPE SEAL/COUPLING		46.29	
06642066-00	Invoice	07/20/2023	ADAPTERS	0.00	45.89	
4.5.11.240	Maintenance - Equipmen		ADAPTERS		45.89	
03695	GOPHER STATE ONE-CALL	07/20/2023	Regular	0.00	340.20	80567
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
3060110	Invoice	07/20/2023	GSOC TICKETS: 06/2023	0.00	340.20	
1.5.21.240	Maintenance - Equipmen		MN00074		204.12	
2.5.21.240	Maintenance - Equipmen		BRAINL1		136.08	
03790	GREENHECK AUTO GLASS INC.	07/20/2023	Regular	0.00	267.11	80568
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
32181	Invoice	07/20/2023	BACK WINDOW - FA#3008	0.00	267.11	
3.5.11.240	Maintenance - Equipmen		BACK WINDOW - FA#3008		267.11	
04066	HEARTLAND TIRE, INC.	07/20/2023	Regular	0.00	64.81	80569
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
15023428	Invoice	07/20/2023	TIRE REPAIR - FA#2013	0.00	64.81	
2.5.11.240	Maintenance - Equipmen		TIRE REPAIR - FA#2013		64.81	
04580	IP NETWORKS, INC.	07/20/2023	Regular	0.00	116,160.00	80570
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
20237988	Invoice	07/20/2023	(2) FG-600F FIREWALL DEVICE W/5 YR MA	0.00	116,160.00	
1.1.4011	Construction In Progress		(2) FG-600F FIREWALL DEVICE		69,696.00	
2.1.4011	Construction In Progress		(2) FG-600F FIREWALL DEVICE		23,232.00	
3.1.4011	Construction In Progress		(2) FG-600F FIREWALL DEVICE		23,232.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
05168	KURITA AMERICA INC.	07/20/2023	Regular	0.00	15,892.60	80571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV762882	Invoice	07/20/2023	KURIFLOC	0.00	15,892.60	
3.5.11.360	Other Commodities		KURIFLOC		15,892.60	
05415	LANDIS-GYR TECHNOLOGY, INC/FKA CELLNET	07/20/2023	Regular	0.00	1,415.12	80572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
90377138	Invoice	07/20/2023	MONTHLY ENDPOINT FEE: 07/2023	0.00	1,415.12	
1.5.31.265	Annual Maintenance Agr		MONTHLY END POINT FEE -		849.08	
2.5.31.265	Annual Maintenance Agr		MONTHLY ENDPOINT FEE		283.02	
3.5.31.265	Annual Maintenance Agr		MONTHLY ENDPOINT FEE		283.02	
05625	LOCATORS & SUPPLIES, INC.	07/20/2023	Regular	0.00	490.23	80573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0308453-IN	Invoice	07/20/2023	PUR ORANGE UTILITY MARKERS	0.00	490.23	
1.5.21.310	Small Tools & Supplies		RID-UTM-62-O ORANGE FIBER		376.72	
1.5.21.310	Small Tools & Supplies		CUSTOM FIBER DECAL		113.51	
05755	MAGNEY CONSTRUCTION, INC	07/20/2023	Regular	0.00	66,062.66	80574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
00578-PYMT #20	Invoice	07/20/2023	PROJECT #00578/157774 - WTR TANKS - P	0.00	66,062.66	
2.1.4011	Construction In Progress		PROJECT #00578/157774 - PYM		66,062.66	
06065	MILLS AUTOMOTIVE GROUP	07/20/2023	Regular	0.00	252.43	80575
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
582743	Invoice	07/20/2023	AIR DAM - FA#1026	0.00	252.43	
1.5.21.240	Maintenance - Equipmen		AIR DAM - FA#1026		252.43	
06190	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	07/20/2023	Regular	0.00	13,656.13	80576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
61849	Invoice	07/20/2023	2023 MMUA SUMMER CONFERENCE	0.00	540.00	
1.5.31.460	Travel/Conferences/Scho		2023 MMUA SUMMER CONFER		216.00	
2.5.31.460	Travel/Conferences/Scho		2023 MMUA SUMMER CONFER		162.00	
3.5.31.460	Travel/Conferences/Scho		2023 MMUA SUMMER CONFER		162.00	
61850	Invoice	07/20/2023	2023 MMUA SUMMER CONFERENCE	0.00	1,940.00	
1.5.31.460	Travel/Conferences/Scho		MMUA 2023 SUMMER CONFER		776.00	
2.5.31.460	Travel/Conferences/Scho		MMUA 2023 SUMMER CONFER		582.00	
3.5.31.460	Travel/Conferences/Scho		MMUA 2023 SUMMER CONFER		582.00	
61883	Invoice	07/20/2023	SAFETY MGMT PROGRAM: Q3 2023	0.00	8,379.75	
1.1.1711	Prepaid expenses		SAFETY MGMT PROGRAM		6,504.75	
1.5.21.290	Other Charges		SAFETY MGMT PROGRAM		1,875.00	
61986	Invoice	07/20/2023	APPRENTICESHIP DEV. PROG./Q3 2023 BO	0.00	2,758.88	
1.5.21.460	Travel/Conferences/Scho		APPRENTICESHIP DEV. PROGRA		2,758.88	
62030	Invoice	07/20/2023	PRE-EMPLOYMENT TESTING FEE - J. GAGE	0.00	37.50	
3.5.11.290	Other Charges		PRE-EMPLOYMENT TESTING FEE		37.50	
06257	MINNESOTA T'S	07/20/2023	Regular	0.00	845.25	80577

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
ES54449	Invoice	07/20/2023	PUR HI-VIZ WW shirts/jacket/pullover	0.00	845.25	
	1.5.21.315		Personal Protection Equip		51.25	
	2.5.21.315		Personal Protection Equip		51.25	
	3.5.11.315		Personal Protection Equip		125.00	
	3.5.11.315		Personal Protection Equip		111.25	
	3.5.11.315		Personal Protection Equip		77.75	
	3.5.11.315		Personal Protection Equip		52.50	
	3.5.11.315		Personal Protection Equip		132.50	
	3.5.11.315		Personal Protection Equip		132.50	
	3.5.11.315		Personal Protection Equip		111.25	
06266	MINNESOTA VALLEY	07/20/2023	Regular	0.00	1,322.20	80578
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1204745	Invoice	07/20/2023	TESTING	0.00	83.60	
	3.5.11.275		Testing & Monitoring		83.60	
1204758	Invoice	07/20/2023	TESTING	0.00	1,155.00	
	3.5.11.275		Testing & Monitoring		1,155.00	
1205295	Invoice	07/20/2023	TESTING	0.00	83.60	
	3.5.11.275		Testing & Monitoring		83.60	
06447	MOONLITE NURSERY LLC	07/20/2023	Regular	0.00	151.03	80579
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07/11/2023	Invoice	07/20/2023	BROWN MULCH	0.00	151.03	
	1.5.21.360		Other Commodities		90.62	
	2.5.21.360		Other Commodities		60.41	
06790	NAPA AUTO PARTS BAXTER	07/20/2023	Regular	0.00	52.39	80580
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
612918	Credit Memo	07/20/2023	CORE DEPOSIT - ORIG INV 608877	0.00	-19.42	
	2.5.11.240		Maintenance - Equipmen		-19.42	
618274	Invoice	07/20/2023	V-BELT	0.00	26.33	
	1.5.21.240		Maintenance - Equipmen		15.80	
	2.5.21.240		Maintenance - Equipmen		10.53	
618342	Invoice	07/20/2023	V-BELTS	0.00	45.48	
	1.5.21.240		Maintenance - Equipmen		27.29	
	2.5.21.240		Maintenance - Equipmen		18.19	
07292	NUSS TRUCK & EQUIPMENT, INC.	07/20/2023	Regular	0.00	1,054.76	80581
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SW0004922-1	Invoice	07/20/2023	MODULE/PRESSURE SENSOR - FA# 3008	0.00	1,054.76	
	3.5.11.240		Maintenance - Equipmen		1,054.76	
07615	PIKE PLUMBING & HEATING OF BRD, INC	07/20/2023	Regular	0.00	2,680.92	80582
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
84826	Invoice	07/20/2023	PRESSURE RELIEF VALVE @ AIRPORT MEC	0.00	2,680.92	
	2.5.21.240		Maintenance - Equipmen		2,680.92	
07920	QUALITY FLOW SYSTEMS, INC.	07/20/2023	Regular	0.00	2,222.00	80583

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
45192	Invoice	07/20/2023	ETHERNET CARD/PORT @ DUMBECK LIFT	0.00	2,222.00	
	3.5.21.240		Maintenance - Equipmen		2,222.00	
08058	RESCO	07/20/2023	Regular	0.00	683.20	80584
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
886849-00	Invoice	07/20/2023	INV ELECTRIC UNDERGROUND TERM CO	0.00	259.60	
	1.1.1611		Inventories		259.60	
901356-00	Invoice	07/20/2023	INV 2 HOLE OVERHEAD LUGS	0.00	423.60	
	1.1.1611		Inventories		248.04	
	1.1.1611		Inventories		175.56	
08410	SCR-NORTHERN	07/20/2023	Regular	0.00	7,134.67	80585
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
W45361	Invoice	07/20/2023	AIR FILTER/CO2 NOX SENSOR REPLACEME	0.00	7,134.67	
	1.5.21.250		Maintenance - Buildings		2,853.87	
	1.5.31.250		Maintenance - Buildings		1,426.93	
	2.5.21.250		Maintenance - Buildings		1,426.93	
	2.5.31.250		Maintenance - Buildings		1,426.94	
08805	STAR ENERGY SERVICES	07/20/2023	Regular	0.00	80.00	80586
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21318	Invoice	07/20/2023	NOVA POWER PORTAL SUPPORT	0.00	80.00	
	1.5.31.285		Consulting Services		80.00	
08895	STUART C. IRBY CO	07/20/2023	Regular	0.00	3,607.70	80587
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S013607503.001	Invoice	07/20/2023	INV HARDWARE	0.00	537.50	
	1.1.1611		Inventories		117.50	
	1.1.1611		Inventories		420.00	
S013608302.001	Invoice	07/20/2023	INV ELEC OVERHEAD PARTS	0.00	3,070.20	
	1.1.1611		Inventories		211.20	
	1.1.1611		Inventories		1,674.00	
	1.1.1611		Inventories		1,185.00	
09175	TCBX, INC.	07/20/2023	Regular	0.00	176.85	80588
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
468782	Invoice	07/20/2023	DRIVE UNIT	0.00	176.85	
	2.5.11.240		Maintenance - Equipmen		176.85	
09524	TYLER TECHNOLOGIES INC.	07/20/2023	Regular	0.00	13,199.30	80589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
025-429252	Invoice	07/20/2023	INSITE TRANSACTION FEES: 04/01/23-06/	0.00	13,155.00	
	1.5.31.476		CC Transaction Fee		7,893.00	
	2.5.31.476		CC Transaction Fees		2,631.00	
	3.5.31.476		CC Transaction Fee		2,631.00	
025-429784	Invoice	07/20/2023	INCODE SMART METER SMS: 04/01/23-06	0.00	44.30	
	1.5.31.220		Communications		26.58	
	2.5.31.220		Communications		8.86	
	3.5.31.220		Communications		8.86	
09663	VIKING ELECTRIC SUPPLY, INC	07/20/2023	Regular	0.00	2,295.99	80590

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
S007104260.001	Invoice	07/20/2023	CODING TAPE/ELEC. TAPE	0.00	1,900.33	
1.5.21.310			Small Tools & Supplies		1,900.33	
S007111471.001	Invoice	07/20/2023	PLASTIC BUSHING/TIE	0.00	39.08	
4.5.11.240			Maintenance - Equipmen		39.08	
S007111471.002	Invoice	07/20/2023	SLOTTED DUCT PVC/COVER	0.00	57.28	
4.5.11.240			Maintenance - Equipmen		57.28	
S007111471.003	Invoice	07/20/2023	OUTDOOR TIES	0.00	82.78	
4.5.11.240			Maintenance - Equipmen		82.78	
S007124755.001	Invoice	07/20/2023	OUTDOOR VINYL LABEL	0.00	57.00	
4.5.11.240			Maintenance - Equipmen		57.00	
S007124814.001	Credit Memo	07/20/2023	CREDIT: CAT 6 MOD PLUGS-ORIG. SALE: S	0.00	-22.38	
4.5.11.240			Maintenance - Equipmen		-22.38	
S007125822.001	Invoice	07/20/2023	90 DEG 600V CORD	0.00	181.90	
4.5.11.240			Maintenance - Equipmen		181.90	
09899	WESCO RECEIVABLES CORP	07/20/2023	Regular	0.00	8,275.30	80591
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
251149	Invoice	07/20/2023	INV TOP TIES	0.00	1,052.00	
1.1.1611			Inventories		343.00	
1.1.1611			Inventories		356.00	
1.1.1611			Inventories		353.00	
252621	Invoice	07/20/2023	INV HARDWARE	0.00	218.00	
1.1.1611			Inventories		218.00	
254651	Invoice	07/20/2023	INV HARDWARE	0.00	1,447.29	
1.1.1611			Inventories		1,447.29	
256030	Invoice	07/20/2023	INV EU0920	0.00	3,835.80	
1.1.1611			Inventories		3,835.80	
256646	Invoice	07/20/2023	INV HARDWARE	0.00	1,026.71	
1.1.1611			Inventories		1,026.71	
256647	Invoice	07/20/2023	INV HARDWARE	0.00	695.50	
1.1.1611			Inventories		695.50	
09925	WEX HEALTH, INC	07/20/2023	Regular	0.00	28.00	80592
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0001775684-IN	Invoice	07/20/2023	MONTHLY COBRA BILLING: 06/2023	0.00	28.00	
1.5.31.285			Consulting Services		28.00	
00472	AT&T MOBILITY	07/10/2023	Bank Draft	0.00	1,239.41	DFT0000586
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
287302792515X0	Invoice	07/10/2023	AT & T MONTHLY BILL: 07/2023	0.00	1,239.41	
1.5.31.220			Communications		619.70	
2.5.31.220			Communications		247.88	
3.5.31.220			Communications		247.88	
4.5.31.220			Communications		123.95	
00230	AFLAC	07/10/2023	Bank Draft	0.00	283.30	DFT0000587
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
447744	Invoice	07/10/2023	W/H 7/21 & 8/4	0.00	283.30	
1.2.1311			Withheld from Salaries		283.30	
01805	CENTERPOINT ENERGY	07/10/2023	Bank Draft	0.00	69.79	DFT0000588

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11582840-0-06/1	Invoice	07/10/2023	1602 E RIVER RD	0.00	69.79	
	3.5.21.230		Utilities		69.79	
01805	CENTERPOINT ENERGY	07/10/2023	Bank Draft	0.00	69.79	DFT0000589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11595232-7-06/1	Invoice	07/10/2023	50 JENNY STREET	0.00	69.79	
	2.5.11.230		Utilities		69.79	
02455	CTC	07/18/2023	Bank Draft	0.00	1,203.07	DFT0000591
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21230839	Invoice	07/18/2023	MONTHLY BILL: 07/12-08/11	0.00	1,203.07	
	1.5.31.220		Communications		662.00	
	2.5.31.220		Communications		220.66	
	3.5.31.220		Communications		220.66	
	4.5.31.220		Communications		99.75	
01655	CANON FINANCIAL SERVICES, INC	07/18/2023	Bank Draft	0.00	598.10	DFT0000592
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
30920874	Invoice	07/18/2023	Canon Invoice - Contract Charge - 3 Copie	0.00	598.10	
	1.2.2840		Capital Lease Payable		228.79	
	1.5.31.480		Interest Expense		130.07	
	2.2.2840		Capital Lease Payable		76.26	
	2.5.31.480		Interest Expense		43.36	
	3.2.2840		Capital Lease Payable		76.26	
	3.5.31.480		Interest Expense		43.36	
02717	CULLIGAN	07/18/2023	Bank Draft	0.00	98.86	DFT0000593
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
150-01059575-2-	Invoice	07/18/2023	150-01059575-2 Service Center	0.00	98.86	
	1.5.21.290		Other Charges		31.74	
	1.5.31.290		Other Charges		27.58	
	2.5.21.290		Other Charges		21.16	
	2.5.31.290		Other Charges		18.38	
02717	CULLIGAN	07/18/2023	Bank Draft	0.00	69.00	DFT0000594
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
150-10024107-7-	Invoice	07/18/2023	150-10024107-7 Hydro	0.00	69.00	
	4.5.11.290		Other Charges		69.00	
02978	EBSO	07/18/2023	Bank Draft	0.00	81,104.70	DFT0000596
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9004-084204-200	Invoice	07/18/2023	HEALTH INSURANCE: 07/2023 W/H 07/07	0.00	81,104.70	
	1.1.1313		Accounts Receivable -		243.67	
	1.2.1311		Withheld from Salaries		11,285.77	
	1.5.31.432		Health Insurance		64,038.97	
	1.5.31.432		Health Insurance		5,536.29	
07640	PITNEY BOWES, INC.	07/18/2023	Bank Draft	0.00	3,500.00	DFT0000598

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06/26/23-POSTA	Invoice	07/18/2023	POSTAGE REFILL	0.00	3,500.00	
	1.5.31.220	Communications	POSTAGE REFILL		2,100.00	
	2.5.31.220	Communications	POSTAGE REFILL		700.00	
	3.5.31.220	Communications	POSTAGE REFILL		700.00	
09961	XCEL ENERGY	07/18/2023	Bank Draft	0.00	1,600.90	DFT0000600
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
835454946	Invoice	07/18/2023	Xcel Energy - Service Center/WWT	0.00	1,600.90	
	1.5.21.230	Utilities	Gas Bill		106.67	
	1.5.31.230	Utilities/Gas	Gas Bill		53.33	
	2.5.21.230	Utilities/Gas	Gas Bill		53.33	
	2.5.31.230	Utilities/Gas	Gas Bill		53.33	
	3.5.11.230	Utilities	Gas Bill		1,334.24	
00472	AT&T MOBILITY	07/20/2023	Bank Draft	0.00	715.12	DFT0000609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
287260682523X0	Invoice	07/20/2023	AT & T MONTHLY BILL: 07/2023	0.00	715.12	
	1.5.31.220	Communications	AT & T MOBILITY - Monthly Bill		357.56	
	2.5.31.220	Communications	AT & T MOBILITY - Monthly Bill		143.02	
	3.5.31.220	Communications	AT & T MOBILITY - Monthly Bill		143.02	
	4.5.31.220	Communications	AT & T MOBILITY - Monthly Bill		71.52	
01191	BREMER BANK - CC	07/20/2023	Bank Draft	0.00	13,165.17	DFT0000610

Check Report

Date Range: 06/23/2023 - 07/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
06/23/2023-CC D	Invoice	07/20/2023	BREMER CC STATEMENT: 06/23/2023	0.00	13,165.17	
1.1.4011	Construction In Progress	BREMER CC STATEMENT: 06/23	278.94			
1.5.21.240	Maintenance - Equipmen	BREMER CC STATEMENT: 06/23	64.62			
1.5.21.310	Small Tools & Supplies	BREMER CC STATEMENT: 06/23	817.64			
1.5.21.315	Personal Protection Equip	BREMER CC STATEMENT: 06/23	101.37			
1.5.21.360	Other Commodities	BREMER CC STATEMENT: 06/23	156.14			
1.5.31.220	Communications	BREMER CC STATEMENT: 06/23	42.00			
1.5.31.240	Maintenance - Equipmen	BREMER CC STATEMENT: 06/23	32.31			
1.5.31.267	IT System Expenses	BREMER CC STATEMENT: 06/23	1,450.19			
1.5.31.370	Office Supplies	BREMER CC STATEMENT: 06/23	61.46			
1.5.31.420	Dues & Subscriptions	BREMER CC STATEMENT: 06/23	207.44			
1.5.31.460	Travel/Conferences/Scho	BREMER CC STATEMENT: 06/23	238.80			
2.1.4011	Construction In Progress	BREMER CC STATEMENT: 06/23	185.96			
2.5.11.240	Maintenance - Equipmen	BREMER CC STATEMENT: 06/23	43.45			
2.5.11.310	Small Tools & Supplies	BREMER CC STATEMENT: 06/23	1,054.36			
2.5.11.360	Other Commodities	BREMER CC STATEMENT: 06/23	147.41			
2.5.21.240	Maintenance - Equipmen	BREMER CC STATEMENT: 06/23	32.31			
2.5.21.310	Small Tools & Supplies	BREMER CC STATEMENT: 06/23	75.47			
2.5.21.315	Personal Protection Equip	BREMER CC STATEMENT: 06/23	12.47			
2.5.21.315	Personal Protection Equip	BREMER CC STATEMENT: 06/23	1,055.24			
2.5.21.360	Other Commodities	BREMER CC STATEMENT: 06/23	5.43			
2.5.21.460	Travel/Conferences/Scho	BREMER CC STATEMENT: 06/23	130.39			
2.5.31.240	Maintenance - Equipmen	BREMER CC STATEMENT: 06/23	32.32			
2.5.31.267	IT System Expenses	BREMER CC STATEMENT: 06/23	578.07			
2.5.31.370	Office Supplies	BREMER CC STATEMENT: 06/23	20.49			
2.5.31.420	Dues & Subscriptions	BREMER CC STATEMENT: 06/23	19.08			
2.5.31.460	Travel/Conferences/Scho	BREMER CC STATEMENT: 06/23	79.60			
3.5.11.240	Maintenance - Equipmen	BREMER CC STATEMENT: 06/23	311.73			
3.5.11.275	Testing & Monitoring	BREMER CC STATEMENT: 06/23	564.06			
3.5.11.310	Small Tools & Supplies	BREMER CC STATEMENT: 06/23	47.42			
3.5.11.315	Personal Protection Equip	BREMER CC STATEMENT: 06/23	1,077.79			
3.5.11.360	Other Commodities	BREMER CC STATEMENT: 06/23	21.47			
3.5.11.460	Travel/Conferences/Scho	BREMER CC STATEMENT: 06/23	974.45			
3.5.31.267	IT System Expenses	BREMER CC STATEMENT: 06/23	578.07			
3.5.31.370	Office Supplies	BREMER CC STATEMENT: 06/23	20.48			
3.5.31.420	Dues & Subscriptions	BREMER CC STATEMENT: 06/23	19.08			
3.5.31.460	Travel/Conferences/Scho	BREMER CC STATEMENT: 06/23	262.59			
4.5.11.240	Maintenance - Equipmen	BREMER CC STATEMENT: 06/23	424.20			
4.5.11.310	Small Tools & Supplies	BREMER CC STATEMENT: 06/23	1,643.45			
4.5.11.360	Other Commodities	BREMER CC STATEMENT: 06/23	8.39			
4.5.31.267	IT System Expenses	BREMER CC STATEMENT: 06/23	9.70			
4.5.31.267	IT System Expenses	BREMER CC STATEMENT: 06/23	279.33			
07640	PITNEY BOWES, INC.	07/20/2023	Bank Draft	0.00	3,500.00	DFT0000611

Check Report

Date Range: 06/23/2023 - 07/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
07/19/23-POSTA	Invoice	07/20/2023	POSTAGE REFILL	0.00	3,500.00	
	1.5.31.220	Communications	POSTAGE REFILL		2,100.00	
	2.5.31.220	Communications	POSTAGE REFILL		700.00	
	3.5.31.220	Communications	POSTAGE REFILL		700.00	

Bank Code AP2 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	196	109	0.00	881,589.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-1,024.12
Bank Drafts	14	14	0.00	107,217.21
EFT's	3	3	0.00	1,290,531.15
	213	127	0.00	2,278,314.01

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	196	109	0.00	881,589.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-1,024.12
Bank Drafts	14	14	0.00	107,217.21
EFT's	3	3	0.00	1,290,531.15
	213	127	0.00	2,278,314.01

Fund Summary

Fund	Name	Period	Amount
9	POOLED CASH CONTROL	6/2023	26,528.11
9	POOLED CASH CONTROL	7/2023	2,251,785.90
			2,278,314.01

Contractor's Application For Payment No. 20

	Application Period: 6/1/2023 - 7/1/2023	Application Date: 6/29/2023
To (Owner): Brainerd Public Utilities	From (Contractor): Magney Construction, Inc.	Via (Engineer): Short Elliot Hendrickson Inc. (SEH)
Project: 2.0 MG Water Storage Tank	Contract: All Construction	
Owner's Contract No.:	Contractor's Project No.: 00578	Engineer's Project No.: BRDPU 157774

Application for Payment

Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
COR No. 02	\$29,708.98			
COR No. 03	\$3,572.47			
COR No. 04		\$13,424.76		
COR No. 05	\$13,275.46			
COR No. 06		\$15,742.00		
TOTALS	\$46,556.91	\$29,166.76		
NET CHANGE BY CHANGE ORDERS		\$17,390.15		

1. ORIGINAL CONTRACT PRICE	\$5,974,000.00
2. Net change by Change Orders	\$17,390.15
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$5,991,390.15
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$5,688,868.62
5. RETAINAGE:	
a. 5% x \$5,688,868.62 Work Completed	\$284,443.43
b. 5% x \$0.00 Stored Materials	\$0.00
c. Total Retainage (Line 5a + Line 5b)	\$284,443.43
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$5,404,425.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$5,338,362.53
8. AMOUNT DUE THIS APPLICATION	\$86,062.66
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Schedule of Values + Line 5c above)	\$586,964.96

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$66,062.66	
	(Line 8 or other - attach explanation of other amount)	
is recommended by:	 (Engineer)	07/07/2023 (Date)
Payment of:	\$66,062.66	
	(Line 8 or other - attach explanation of other amount)	
is approved by:		
	(Brainerd Public Utilities)	(Date)
Approved by:		
	Funding Agency (if applicable)	(Date)

Schedule of Values

**Brainerd Public Utilities 2.0 MG Water Storage Tank
Payment Application No. 20**

Date of Application: 6/29/2023
Work completed through: 7/1/2023

Specification Section No.	Item Description	Scheduled Value	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in Col D)	F Total Completed and Stored to Date (C + D + E)	%	G Balance to Finish
006113	Bonding & Insurance	\$56,200.00	\$56,200.00			\$56,200.00	100	\$0.00
017113	Mobilization and General Conditions	\$597,300.00	\$545,890.00	\$20,000.00		\$565,890.00	95	\$31,410.00
024119	Selective Demolition	\$133,400.00	\$133,400.00			\$133,400.00	100	\$0.00
024121	Water Tank Demolition	\$150,750.00	\$150,750.00			\$150,750.00	100	\$0.00
032000	Concrete Reinforcing	\$714,300.00	\$714,300.00			\$714,300.00	100	\$0.00
033000	Cast-In-Place Concrete	\$2,345,000.00	\$2,345,000.00			\$2,345,000.00	100	\$0.00
033510	Decorative Concrete Staining	\$85,320.00	\$0.00			\$0.00	0	\$85,320.00
055000	Metal and FRP Fabrications	\$123,250.00	\$122,198.32	\$1,051.68		\$123,250.00	100	\$0.00
061000	Rough Carpentry	\$19,130.00	\$19,130.00			\$19,130.00	100	\$0.00
066000	PVC Liner Panel	\$15,220.00	\$12,650.00			\$12,650.00	83	\$2,570.00
072100	Thermal Insulation	\$1,670.00	\$1,670.00			\$1,670.00	100	\$0.00
072129	Sprayed Insulation	\$10,555.00	\$0.00	\$5,300.00		\$5,300.00	50	\$5,255.00
076200	Sheet Metal Flashing and Trim	\$35,310.00	\$0.00			\$0.00	0	\$35,310.00
077233	Roof and Floor Hatches	\$16,770.00	\$16,770.00			\$16,770.00	100	\$0.00
079200	Joint Sealants	\$3,250.00	\$0.00	\$3,250.00		\$3,250.00	100	\$0.00
081600	Corrosion Resistant Doors and Frames & Hardware	\$10,210.00	\$10,210.00			\$10,210.00	100	\$0.00
099720	Coating Systems for Industrial Facilities	\$39,980.00	\$0.00			\$0.00	0	\$39,980.00
104400	Safety Specialties	\$350.00	\$0.00			\$0.00	0	\$350.00
Division 22	Plumbing	\$15,000.00	\$15,000.00			\$15,000.00	100	\$0.00
Division 23	Heating, Ventilating and Air Conditioning	\$8,500.00	\$8,500.00			\$8,500.00	100	\$0.00
Division 26	Electrical	\$37,300.00	\$35,692.90	\$607.10		\$36,300.00	97	\$1,000.00
311100	Clearing & Grubbing	\$17,700.00	\$17,700.00			\$17,700.00	100	\$0.00
311315	Site Preparation	\$25,000.00	\$23,000.00			\$23,000.00	92	\$2,000.00
312210	Earthwork	\$329,200.00	\$322,891.61	\$6,308.39		\$329,200.00	100	\$0.00
315000	Ground Support Systems	\$319,200.00	\$293,958.00	\$25,242.00		\$319,200.00	100	\$0.00
321122	Aggregate Base	\$22,700.00	\$0.00			\$0.00	0	\$22,700.00
321216	Plant-Mixed Asphalt Pavement	\$51,300.00	\$0.00			\$0.00	0	\$51,300.00
329100	Topsoil Placement	\$3,500.00	\$0.00			\$0.00	0	\$3,500.00
329212	Establishing Turf and Controlling Erosion	\$13,600.00	\$13,600.00			\$13,600.00	100	\$0.00
329300	Exterior Plants	\$31,415.00	\$0.00			\$0.00	0	\$31,415.00
331100	Water Distribution Systems	\$423,320.00	\$423,320.00			\$423,320.00	100	\$0.00
331630	Disinfection of Water Storage Facilities	\$4,570.00	\$2,300.00	\$270.00		\$2,570.00	56	\$2,000.00
334100	Storm Sewer Systems	\$9,270.00	\$5,970.00	\$1,750.00		\$7,720.00	83	\$1,550.00
334420	Manholes and Catch Basins	\$17,240.00	\$14,936.47	\$700.00		\$15,636.47	91	\$1,603.53

Schedule of Values

**Brainerd Public Utilities 2.0 MG Water Storage Tank
Payment Application No. 20**

Date of Application: 6/29/2023
Work completed through: 7/1/2023

Specification Section No.	Item Description	Scheduled Value	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in Col D)	F Total Completed and Stored to Date (C + D + E)	%	G Balance to Finish
402310	Process Water and Waste Piping	\$231,120.00	\$231,120.00			\$231,120.00	100	\$0.00
402320	Process Piping Valves	\$25,300.00	\$25,300.00			\$25,300.00	100	\$0.00
402330	Process Piping Specialties	\$4,500.00	\$4,500.00			\$4,500.00	100	\$0.00
402340	Process Piping Hangers and Supports	\$2,500.00	\$2,500.00			\$2,500.00	100	\$0.00
402350	Process Piping Testing, Adjusting and Disinfection	\$1,000.00	\$500.00	\$500.00		\$1,000.00	100	\$0.00
409119	Instrumentation	\$22,800.00	\$20,812.00	\$988.00		\$21,800.00	96	\$1,000.00
COR No. 02	30" Pipe & Fittings	\$29,708.98	\$29,708.98			\$29,708.98	100	\$0.00
COR No. 03	Demo Valve Vault	\$3,572.47	\$0.00	\$3,572.47		\$3,572.47	100	\$0.00
COR No. 04	Deleted Work Credit & FRP	(\$13,424.76)	(\$13,424.76)			(\$13,424.76)	100	\$0.00
COR No. 05	New 16" Gate Valve	\$13,275.46	\$13,275.46			\$13,275.46	100	\$0.00
COR No. 06	Tank Coatings Credit	(\$15,742.00)	\$0.00			\$0.00	0	(\$15,742.00)
	Totals	\$5,991,390.15	\$5,619,326.98	\$69,539.64	\$0.00	\$5,688,868.62	95.0%	\$302,521.53

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.



BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401

Business Office: 218.829.8726 ■ **Repair Service:** 218.829.2193

www.bpu.org

**Brainerd Public Utilities
BPU Commission Unfinished Business
July 25, 2023**

A. Roberts Gravel Pit Purchase

Still waiting for survey results for the eight acre parcel from Keith Roberts before work begins on finalizing the purchase agreement. Will go into closed session at the July 25th meeting to discuss offers or counteroffers for additional parcels owned by the Robert's.

B. Hydro Automation and Generation

Continue to wait on FERC to review new license application. The current FERC thirty-year license which technically expired on April 30, 2023, continues to be in effect until a new license is granted. Several new security cameras have been installed at the facility and work on controls automation has started. Emergency Action Plan functional exercise is scheduled for August 10th at Brainerd High School.

C. Crypto Mining Projects

No new information to report this month.

Brainerd Public Utility Commission Hydropower Options



barr.com

2022 Bay 6 Options Study

- High-level options study to consider use of Bay 6 for added capacity
 - Option 1 – New “Flygt” packaged unit in Bay 6
 - Option 2 – New horizontal Francis unit in Bay 6 (similar to existing)
 - Option 3 – New vertical Francis unit in Bay 6 (powerhouse modifications)
- Assess options for increasing generating capacity
- Options study did not directly:
 - Assess options for phased replacement
 - Address maintenance needs
 - Include automation of the rest of the facility

Future Maintenance/Operation Considerations

- Maintenance needs
 - Head gates
 - Powerhouse roof
 - Turbine-generator major overhaul/replacement
 - Reduce maintenance complexity
- Operation needs
 - Staffing concerns
 - Future automation

Current Options – pros/cons

Option 1 – Packaged Unit in Bay 6

- Pros
 - Adds capacity
 - Low cost
 - Automated unit
- Cons
 - Does not replace capacity of existing units
 - Does not address any maintenance needs
 - Does not automate any other units
 - Limited scalability (difficult to completely replace capacity)

Option 3 – Vertical Unit in Bay 6

- Pros
 - Adds capacity
 - Can replace capacity of one or more units
 - Automated unit (new capacity and replaced capacity)
 - Scalable (replace other units – phased approach)
- Cons
 - Costly
 - Major powerhouse rework
 - Limited addressing of other maintenance needs

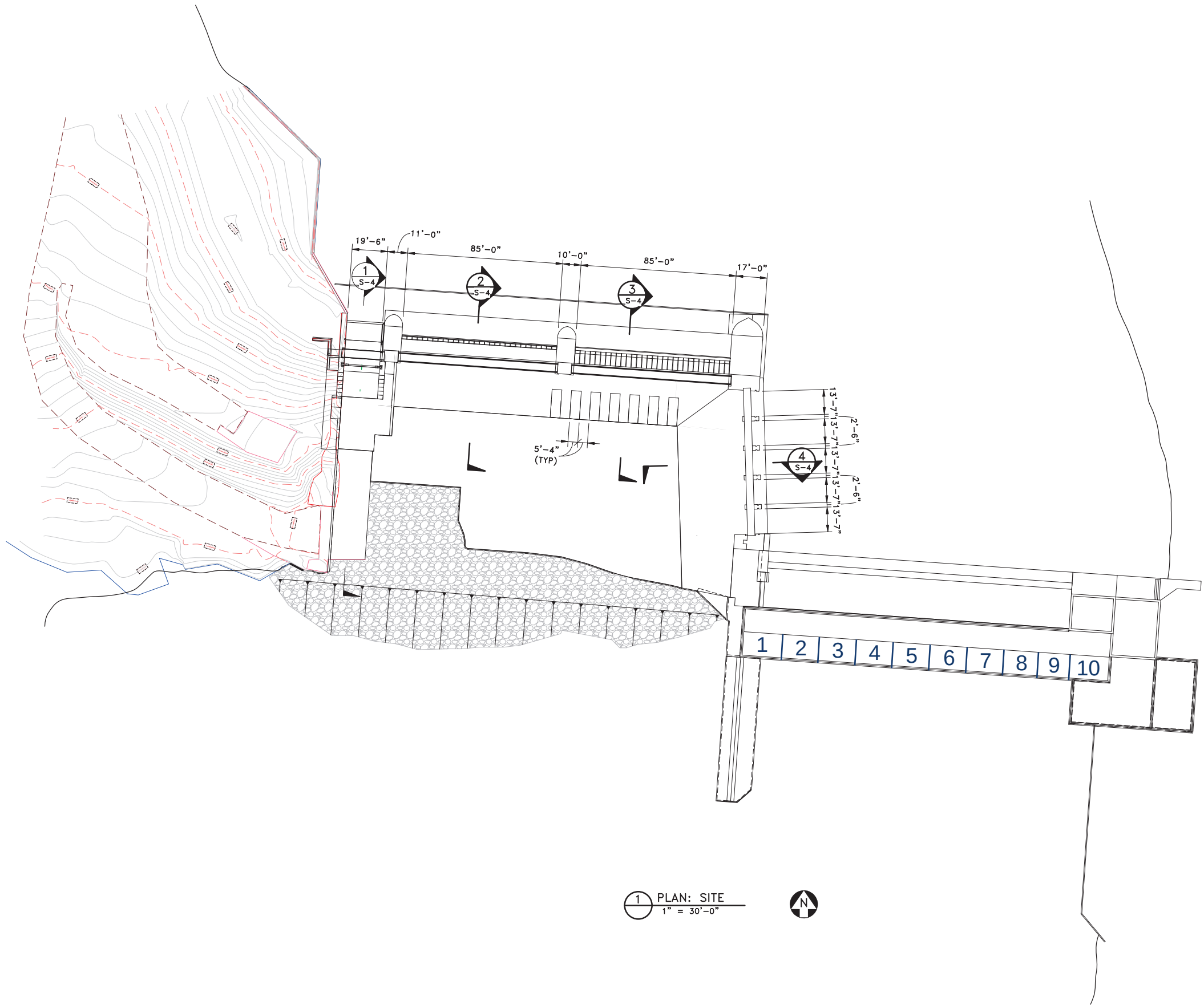
Other Options to Consider

- Long-term generation, unit outlook (more than just Bay 6)
- Phased implementation approach
- Address or consider maintenance/repairs in conjunction with unit upgrades
- Short-term / Long-term automation needs
- Short-term / Long-term facility plans (update of 2013/2014 outlooks)

Attachment 1 - Project Site Plan



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NO.	BY	CHK.	DATE	REVISION	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE MINNESOTA.

SIGNATURE _____
PRINTED NAME — _____
DATE _____ REG. NO. _____

CLIENT	BID	CONSTRUCTION	RELEASED TO/FOR	A	B	C	0	1	2	3

BARR
Corporate Headquarters:
Minneapolis, Minnesota
Ph: 1-800-632-2277

Project Office:
BARR ENGINEERING CO.
4700 WEST 77TH STREET
MINNEAPOLIS, MN 55435
Ph: 1-800-225-1966
Fax: (218) 262-3460
www.barr.com

Scale	1"=30'-0"
Date	04/09/2015
Drawn	SWO
Checked	Checker
Designed	Designer
Approved	Approver

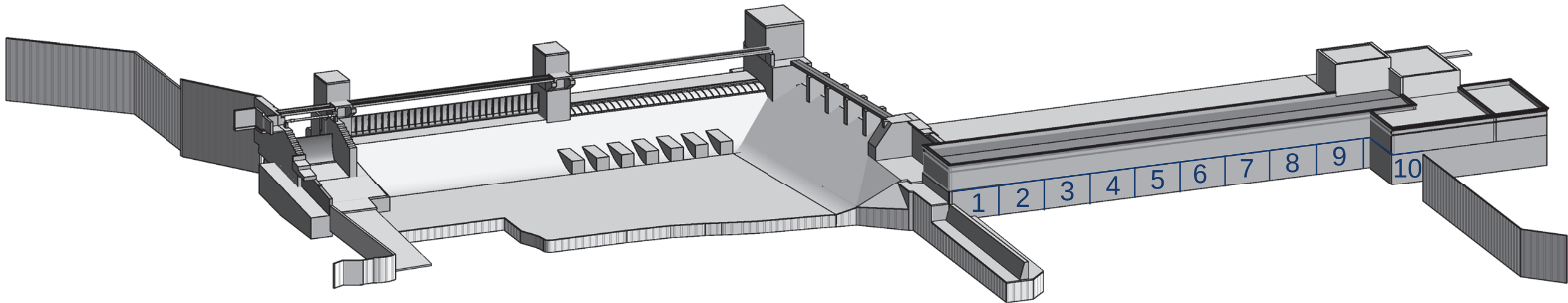
BRainerd PUBLIC UTILITIES
BRainerd, MINNESOTA

BRainerd HYDROELECTRIC PROJECT
BRainerd, MINNESOTA

SITE PLAN

BARR PROJECT No.	23/18-1016.02
CLIENT PROJECT No.	----
DWG No.	S-3
REV No.	

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1 ISOMETRIC

				I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE MINNESOTA.				CLIENT BID CONSTRUCTION								BARR		Project Office: BARR ENGINEERING CO. 4700 WEST 77TH STREET MINNEAPOLIS, MN 55435		Scale Date Drawn Checked Designed Approved		NONE 04/09/2015 SWO Checker Designer Approver		BRAINERD PUBLIC UTILITIES BRAINERD, MINNESOTA		PRELIMINARY DRAFT NOT FOR CONSTRUCTION BRAINERD HYDROELECTRIC PROJECT BRAINERD, MINNESOTA		BARR PROJECT No. 23/18-1016.02 CLIENT PROJECT No. ----																							
NO.				BY				CHK.				DATE				REVISION				DESCRIPTION				SIGNATURE		PRINTED NAME		DATE		REG. NO.		RELEASED TO/FOR		DATE RELEASED				Corporate Headquarters: Minneapolis, Minnesota Ph: 1-800-632-2277		Ph: 1-800-225-1966 Fax: (218) 262-3460 www.barr.com						ISOMETRIC		DWG No. S-2		REV No.	

Attachment 2 – Generation Capacity Memo



Memorandum

To: Scott Magnuson
From: Bill Forsmark, Tyler Fincher, Ryan Olds, Brigham Erickson
Subject: Brainerd Dam Bay 6 Generation Capacity Options Review
Date: January 6, 2023
Project: Brainerd Hydroelectric Project (23/18-1016.06)
Re: Generation Capacity Upgrade Review

Barr Engineering Co. (Barr) has evaluated the feasibility of increasing generation capacity at the Brainerd Hydroelectric Project by developing three options to reestablish generation capacity in Bay 6 of the existing facility. This evaluation is being completed in a phased approach. This memo summarizes the second phase, which is a high-level review of generation potential for three configuration options based on river hydrology and estimated value of generation, and gross estimates of costs based on published, comparative estimates from similar projects and vendor provided unit estimates.

Introduction

The Brainerd Hydroelectric Project's current configuration consists of five tandem horizontal Francis turbines directly connected to generators. The five turbines are located in five of the ten original turbine bays. The purpose of this study is to assess the potential for increasing the generating capacity of the facility. This phase is a high-level options study to assess three configurations that have the potential to utilize Bay 6 of the existing facility. The assessment includes estimates of revenue and costs and a commensurate estimate of return on investment (ROI).

In addition to this high-level capital economic evaluation, other more nuanced or less tangible factors should be considered, such as equipment reliability, anticipated down time, redundancy of equipment for operation and maintenance, and ease of (and cost of) controls automation.

Option #1 consists of installing a packaged turbine/generator unit designed to be placed in the existing flume. The packaged generator is mounted to the turbine and is completely submersible. This design would require a prefabricated draft tube assembly set into the existing modified draft tube opening. The potential additional capacity closely resembles the existing turbine unit capacity of approximately 500 kW of power. All existing units are assumed to be maintained and in operation for this option. The new unit would include the following new equipment:

- Submersible turbine/generator package
- Fabricated conical draft tube assembly
- Turbine seat
- Electrical Appurtenances

Option #2 consists of a new horizontal Francis-style turbine and a matched generator in Bay 6. The turbine and generator layout would be similar to the existing units. The horizontal configuration would allow the generator to be located in the existing powerhouse, similar to the existing units. Turbine discharge would be configured to use the existing draft tube opening. The existing units are assumed to be maintained and in operation for this option. The new unit would include the following new equipment:

- Runner
- Shaft
- Guide bearing
- Wicket gates
- Headcover
- Governor
- Stator
- Cooling system
- Housing
- Thrust bearing
- Rotor
- Generator unit
- Related appurtenances

Option #3 consists of a new vertical unit in Bay 6. This will require modification of the existing flume. The new generator and powerhouse structure would be located above the existing flume. This option provides the flexibility to consider expanded generation capacity by either retaining some of the existing units, or adding another new vertical unit. The new turbine and generator would be sized to provide enough capacity to phase out two of the existing units, and will be capable of replacing all generating units if a second vertical unit is installed in a second phase. This will provide the facility with the option of offsite control in later phases. This option would require major modifications to the existing turbine bay by enlarging the bay and possibly combining turbine bays six and seven. Option #3 would include the following new equipment:

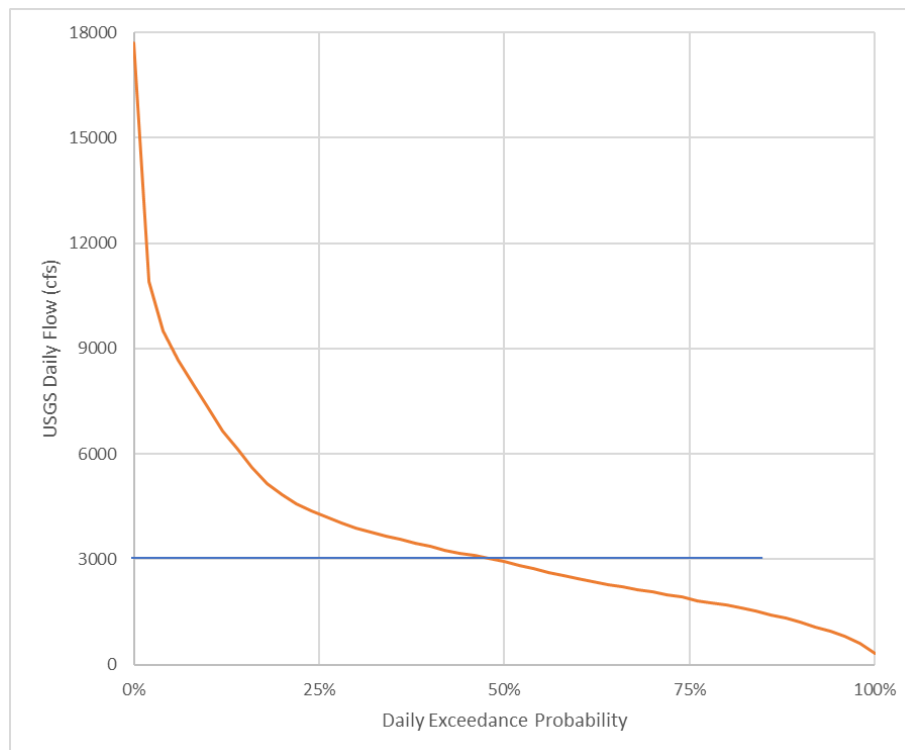
- Runner
- Shaft
- Guide bearing
- Wicket gates
- Headcover
- Governor
- Stator
- Cooling system
- Housing
- Thrust bearing
- Rotor
- Generator unit

- Powerhouse
- Flume and draft tube modifications
- Related appurtenances

Options Evaluation

Theoretical generation flow curves were developed using data from the last 35 years (1986-2022) for USGS Gaging Station 05242300. The data from 1986 to 2022 is shown in Figure 1. For reference, the 50% exceedance for this period of record is 2,930 cubic feet per second (cfs).

Figure 1 Flow Duration (April 1986 – July 2022)



The total energy generation for each option was calculated by summing the incremental generation for the associated discharge and duration increments and the associated head for each discharge increment. Flows below the minimum generation curve for each unit would not generate any energy. For convenience, the flow duration was broken down into 2% increments. Each increment was assigned an effective head based on headwater and tailwater associated with that flow band. The total annual power was computed by adding the incremental power for each 2% flow band. The analysis was made based on the following specific assumptions:

- A nominal minimum required head for operations of each turbine was assumed to be 14 feet; for flow conditions with head less than 14 feet, it was assumed no power would be generated.

- The existing unit operating efficiencies were assumed to be 65%. All new proposed units were assumed to have efficiencies of approximately 80%.

An economic analysis was developed using the above estimation of energy generation, rate information provided by BPU, budgetary cost estimate provided by turbine vendors, and high-level estimates of capital costs from previous projects. The analysis was made based on the following specific assumptions:

- The value of generation was based on an average rate for sale of power from 2021 (7.2 cents/kWh, from data provided by BPU)
- Maintenance costs for all new proposed units are assumed to be \$15,000 per year, based on operations costs from similar hydroelectric facilities
- Estimated 5% interest rate for project funding source from similar hydroelectric facilities
- Estimated line losses are included in the power generation estimate
- Cost avoidance to reflect revenue gained during downtime and rehabilitative maintenance of other turbines is not included in ROI computations.
- Option #3 cost estimate is based on the US Energy Information Administration's published reference data: "Cost and Performance Characteristics of New Generating Technologies, Annual Energy Outlook 2022".
- The opinion of probable costs was developed in accordance with AACE 18R-97 class 5, with an expected accuracy of -30% to +100%.
- Option 1 budgetary quote provided by Xylem for the following:
 - o Submersible turbine/generator package
 - o Fabricated conical draft tube assembly
 - o Turbine seat
- Option 2 budgetary quote for new turbine unit provided by Leffel for the following:
 - o Runner
 - o Shaft
 - o Guide bearing
 - o Wicket gates
 - o Headcover
 - o Governor
 - o Stator
- Construction cost estimates are included for each option and were developed using construction cost estimates for similar sized hydro turbine project costs, reference information detailed above, and vendor provided budgetary estimates.

A cost and revenue comparison of the existing condition and the three options is presented in Table 1. The existing condition is provided as a comparative baseline. Computations supporting this analysis and the associated estimate of return on investment and for potential power production based on the above assumptions, are included in the attachments section of this report.

Table 1 – Revenue, Cost and ROI Summary

	Present Condition	Option #1	Option #2	Option #3
Total Plant Generating Capacity (kW)	2,942.5	3443	3443	3,943
Estimated Annual Plant Generating Capacity (kWh/yr)¹	15,500,000 - 19,400,000	17,600,000 - 22,000,000	17,800,000 - 22,200,000	19,200,000 - 24,000,000
Incremental Added Revenue (Above Present Condition)	Base Case (\$0)	\$148,100 - \$185,200	\$161,600 - \$202,000	\$266,100 - \$332,600
Total Revenue²	\$1,120,000 - \$1,397,000	\$1,270,000 - \$1,580,000	\$1,280,000 - \$1,600,000	\$1,384,000 - \$1,730,800
Installed Cost Range	N/A	\$1,480,000 - \$2,230,000	\$3,150,000 - \$8,990,000	\$4,740,000 - \$13,500,000
ROI³	N/A	19-41 years	50+ years	49-50+ years

ROI ranges detailed above are defined using high-level revenue with a probable cost range of -0% and +50%. ROI was calculated using interest rate values and maintenance costs noted above. Installed cost estimate ranges calculated using the AACE 18R-97 class detailed above. The opinion of probable installed costs provided in this report is made on the basis of Barr's experience and qualifications and represents our best judgment as experienced and qualified professionals familiar with the project. The cost opinion is based on project-related information available to Barr at this time and includes a conceptual-level design of the project. The opinion of cost may change as further design is completed. In addition, since we have no control over the cost of labor, materials, equipment, services furnished by others, or market conditions, Barr cannot and does not guarantee that proposals, bids, or actual installed costs will not vary from the opinion of probable installed costs prepared by Barr.

1) Low-level revenue is based on 80% of nominal capacity to account for unit down time and possible low-flow periods that are outside of the average river flow. High level plant generating capacity assumes all units are running at 100% rated capacity using average river flow data detailed above.

2) Total revenue range is calculated using the generating capacity shown on above table and energy costs of 7.2 cents/kWh

3) ROI ranges are based on the maximum added revenue shown in table above and compared with the most probable installed cost range of -0% and +50%. ROI Ranges shown in Table 1 are for reference only, it is recommended that BPU conduct a ROI analysis based on final determinations of cost risk and other subjective factors.

Options Assessment

Based on the assumptions and evaluation described above and our knowledge of the project, all options are operationally feasible and will result in additional annual generation exceeding the existing configuration. The initial estimated rate of return on investment for Option 1 ranges between 19 to 40 years. Options 2 and 3 provide an estimated rate of return of greater than 49 years. All of the options described above provide the benefit of capturing additional generation at times when Units 1-5 are shut down for maintenance, providing potential cost avoidance that would be experienced by purchasing additional energy during these maintenance / downtime periods.

Option 1 provides perhaps the simplest technology and easiest retrofit for installation and provides the possibility for a shorter return on investment timeframe as compared to Options 2 and 3. The possible

shorter return on investment derives from expected lower construction cost. The packaged generator/turbine units are designed to be implemented into an existing substructure with limited modification. This option does not supply operational redundancy as it would be a different configuration and type when compared to existing units at BPU.

Option 2 is most closely aligned with the current equipment configuration and provides a similar return on investment timeframe as Option 3. It offers the benefit of additional operational redundancy, using similar configuration (parts and equipment) as the other existing units. The rate of return for this option is largely dependent on unit installation costs. Minor modifications may be required to the draft tube and substructure and may have higher labor costs requirements when compared to Option 1.

Option 3 is the most significant configuration change but is designed to be the first step to a phased approach of an overhaul to the existing BPU Hydroelectric Facility. This unit can be sized large enough to begin taking existing units offline. The second phase can be designed to include a smaller vertical turbine sized to replace the remaining existing units. This option better positions BPU's Hydroelectric Facility to be operated remotely in future phases. This can greatly reduce the amount of personnel required to maintain and operate the facility. It also offers the potential to greatly reduce the annual maintenance costs and will eliminate the dependency of the existing units in future phases. The vertical design maximizes the efficiency of the turbine technology and locates the controls and electrical equipment above the water line. Option 3 will require more significant modification to the existing structure and therefore the highest capital costs.

Our review also highlighted the importance of programmatic maintenance. To reduce un-planned outages, and prevent catastrophic failure and premature project life, major maintenance and overhaul of turbine generator units should occur every 25 years for each unit. The recommended major overhaul allows for a planned maintenance schedule that will increase the likelihood that a unit will operate at optimal conditions, minimize unplanned downtime, and extend the life of the equipment. It is recommended that each unit be inspected, and a condition assessment be performed to determine the extent of maintenance that is likely to be needed prior to initiating major overhauls.

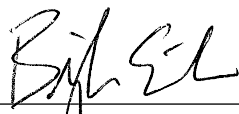
Barr is available to continue researching additional options at BPU's request. Should BPU proceed with further analysis of any of these options, Barr recommends the following tasks:

- Feasibility level engineering into chosen option
- 5%-10% design drawing package
- Structural inspection of draft tube
- Development of repair concept of superstructure or draft tube as needed

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Certifications

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.



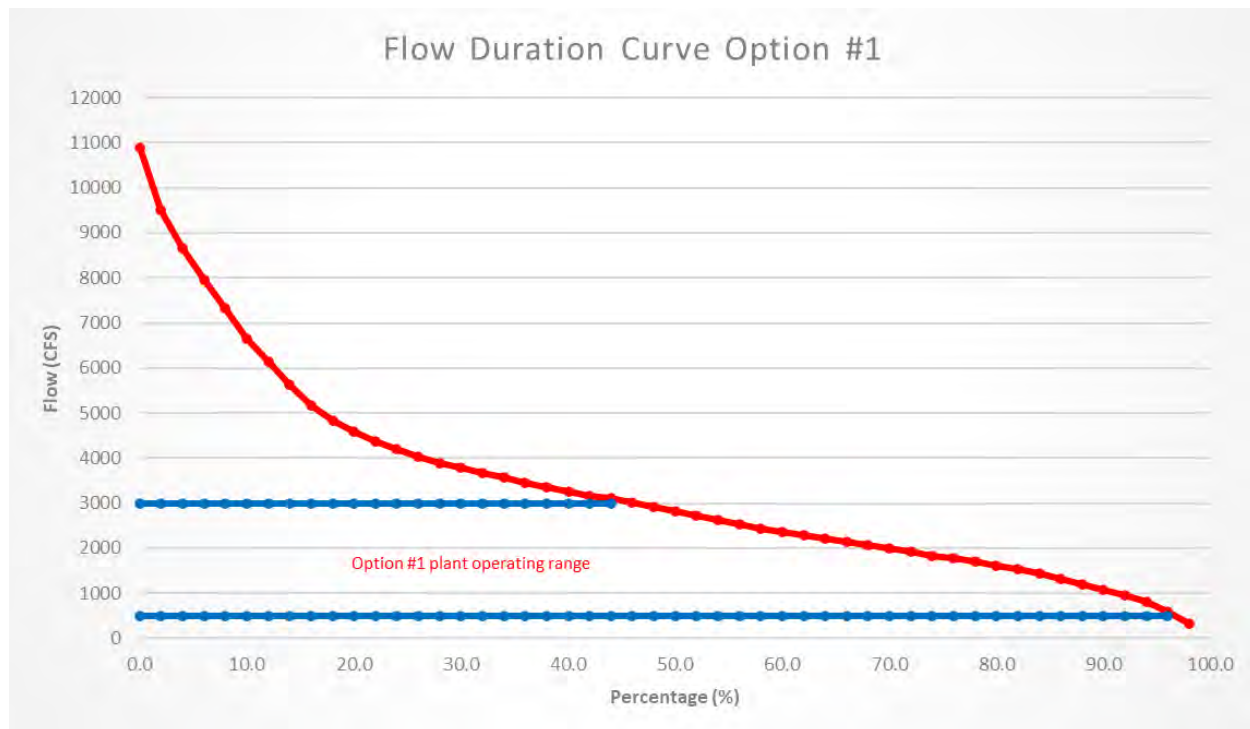
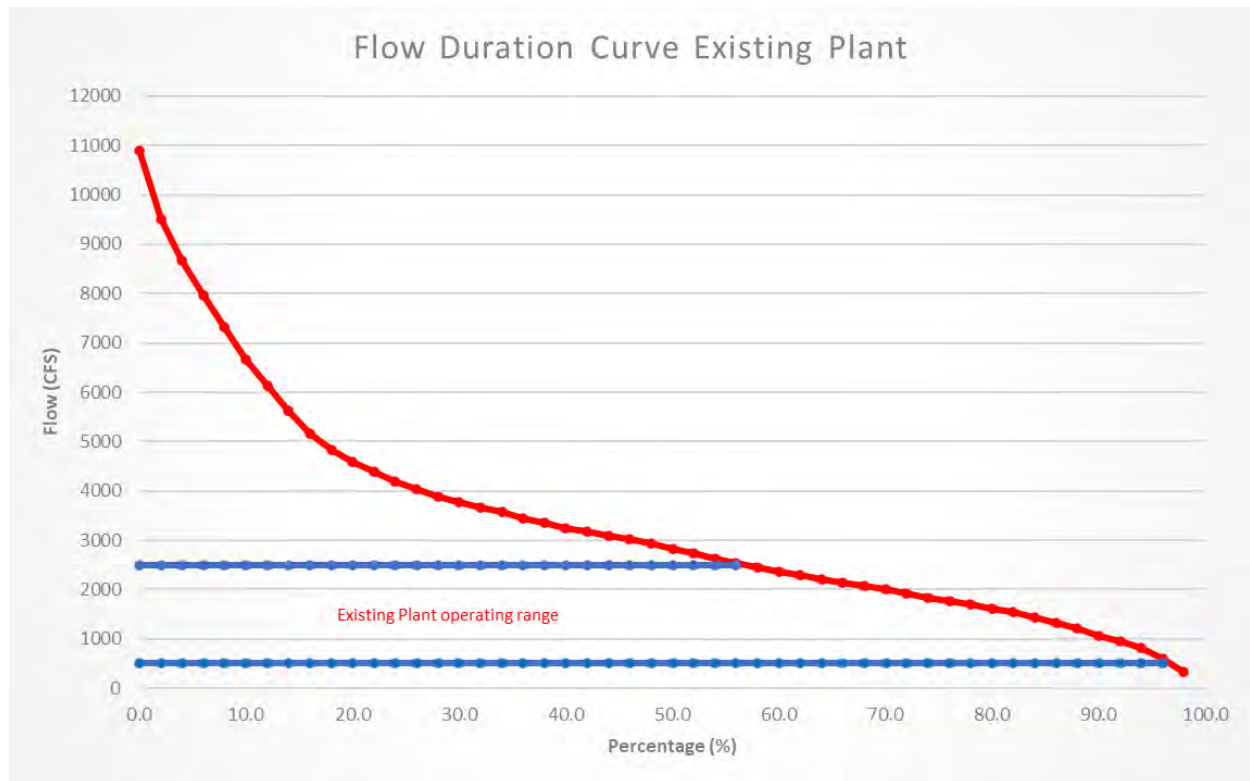
Brigham Erickson
PE #: 48213

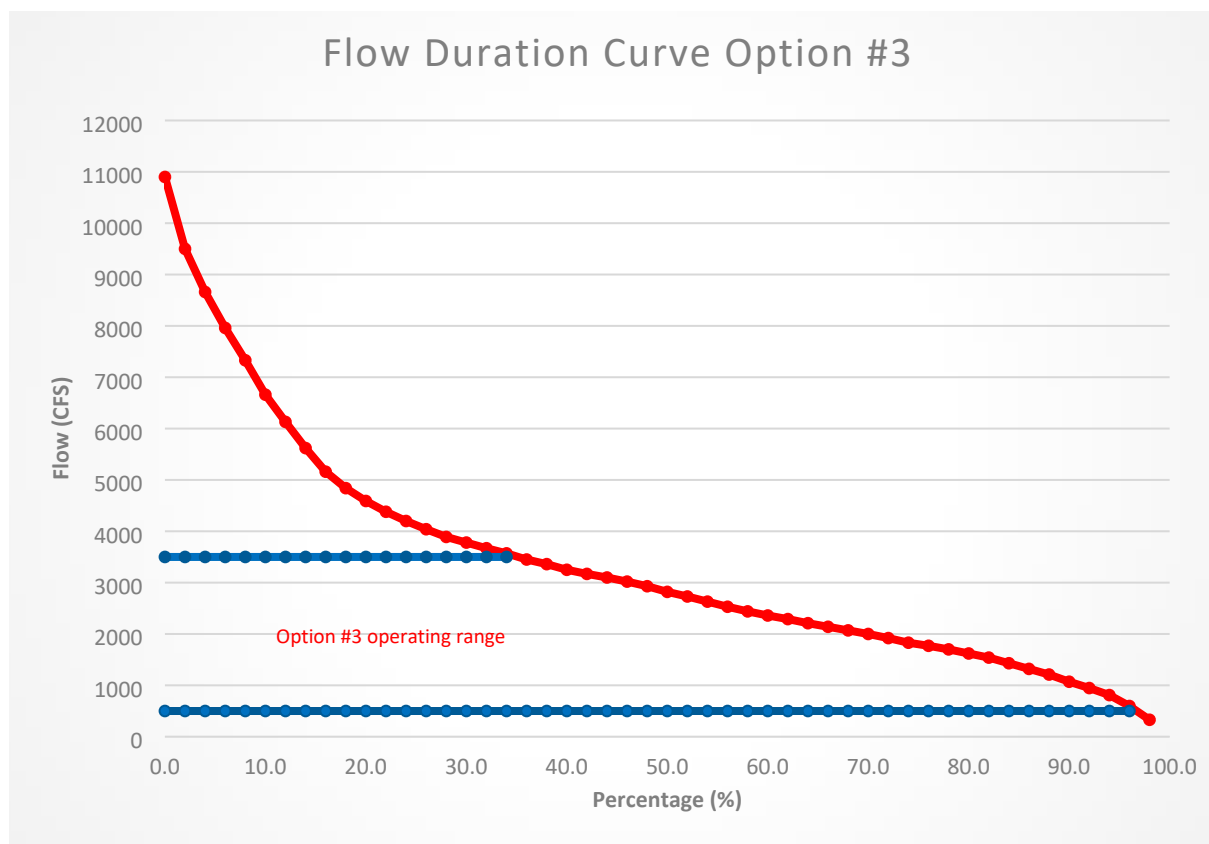
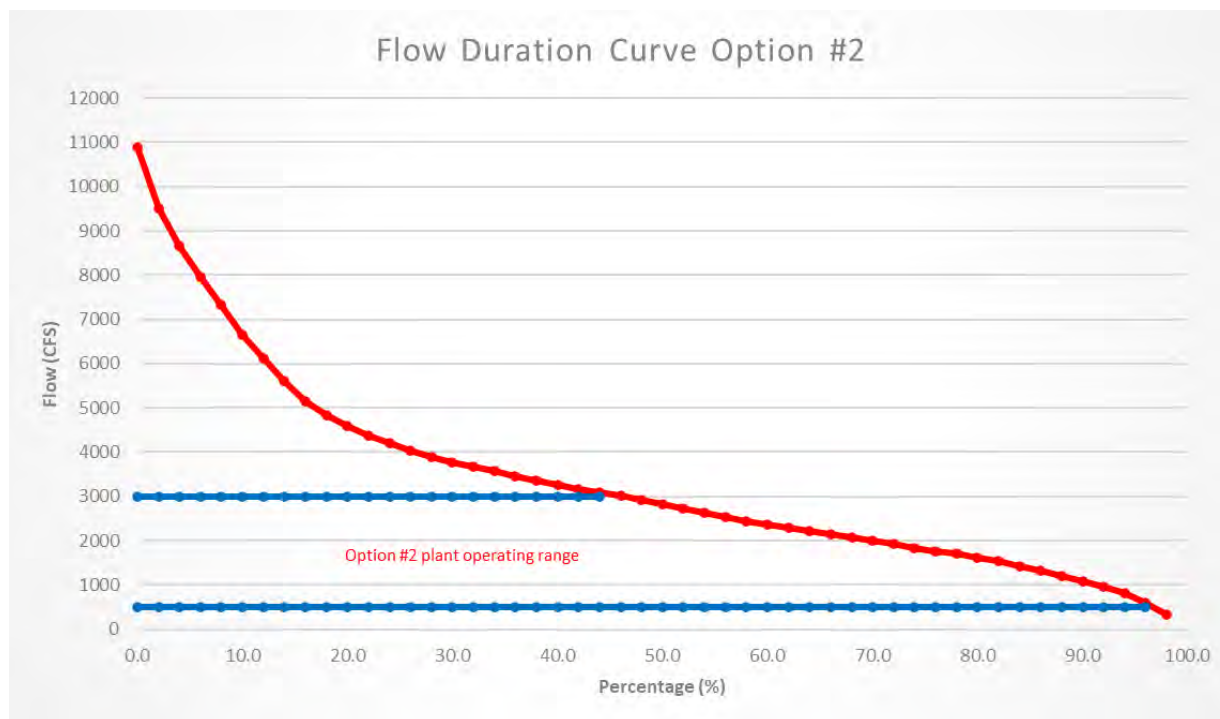
January 6, 2023

Date

Attachments

A. Flow Duration Curves





B. Return on Investment Computations

The following calculation was used to determine the ROI timeframe detailed in the tables below:

$$NPV = \sum_{t=0}^n \frac{R_t}{(1+i)^t}$$

Where:

R_t = Net cash inflow-outflows during a single period (t)

i = Discount rate

t = number of time periods (yrs)

Est. Cap Cost:	\$2,116,406.50			
Estimated Revenue:	\$185,162.83			
Estimated Annual Cost:	\$15,000.00			
i	5.0%			
Year	Revenue (NPV)	Unit Overhaul Costs	Rolling Total	
1	\$170,162.83		\$170,162.83	
2	\$162,059.84		\$332,222.67	
3	\$154,342.70		\$486,565.37	
4	\$146,993.05		\$633,558.42	
5	\$139,993.38		\$773,551.81	
6	\$133,327.03		\$906,878.84	
7	\$126,978.12		\$1,033,856.96	
8	\$120,931.55		\$1,154,788.51	
9	\$115,172.90		\$1,269,961.41	
10	\$109,688.48		\$1,379,649.89	
11	\$104,465.22		\$1,484,115.11	
12	\$99,490.68		\$1,583,605.79	
13	\$94,753.03		\$1,678,358.82	
14	\$90,240.98		\$1,768,599.80	
15	\$85,943.79		\$1,854,543.60	
16	\$81,851.23		\$1,936,394.83	
17	\$77,953.55		\$2,014,348.38	
18	\$74,241.48		\$2,088,589.86	
19	\$70,706.17		\$2,159,296.03	
20	\$67,339.21		\$2,226,635.24	
21	\$64,132.58		\$2,290,767.82	
22	\$61,078.65		\$2,351,846.47	
23	\$58,170.14		\$2,410,016.61	
24	\$55,400.14		\$2,465,416.75	
25	\$38,408.77	\$112,326	\$2,391,499.73	(Note 1)
26	\$50,249.56		\$2,441,749.28	
27	\$47,856.72		\$2,489,606.00	
28	\$45,577.83		\$2,535,183.83	
		ROI:	18.39	Years

ROI computations displayed above depicts Option #1 with nominal cost and high-level revenue at a 5% interest rate.

1) ROI calculations assumes that a major maintenance overhaul will be conducted on the new turbine units at a costs of 25% of original equipment cost.

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Est. Cap Cost:	\$3,174,609.75				
Estimated Revenue:	\$185,162.83				
Estimated Annual Cost:	\$15,000.00				
i	5.0%				
Year	Revenue (NPV)	Unit Overhaul Costs		Rolling Total	
1	\$170,162.83			\$170,162.83	
2	\$162,059.84			\$332,222.67	
3	\$154,342.70			\$486,565.37	
4	\$146,993.05			\$633,558.42	
5	\$139,993.38			\$773,551.81	
6	\$133,327.03			\$906,878.84	
7	\$126,978.12			\$1,033,856.96	
8	\$120,931.55			\$1,154,788.51	
9	\$115,172.90			\$1,269,961.41	
10	\$109,688.48			\$1,379,649.89	
11	\$104,465.22			\$1,484,115.11	
12	\$99,490.68			\$1,583,605.79	
13	\$94,753.03			\$1,678,358.82	
14	\$90,240.98			\$1,768,599.80	
15	\$85,943.79			\$1,854,543.60	
16	\$81,851.23			\$1,936,394.83	
17	\$77,953.55			\$2,014,348.38	
18	\$74,241.48			\$2,088,589.86	
19	\$70,706.17			\$2,159,296.03	
20	\$67,339.21			\$2,226,635.24	
21	\$64,132.58			\$2,290,767.82	
22	\$61,078.65			\$2,351,846.47	
23	\$58,170.14			\$2,410,016.61	
24	\$55,400.14			\$2,465,416.75	
25	\$38,408.77	\$112,326		\$2,391,499.73	(Note 1)
26	\$50,249.56			\$2,441,749.28	
27	\$47,856.72			\$2,489,606.00	
28	\$45,577.83			\$2,535,183.83	
29	\$43,407.46			\$2,578,591.29	
			ROI:	40.58	Years

ROI computations displayed above depicts Option #1 with +50% level cost and high-level revenue at a 5% interest rate.

1) ROI calculations assumes that a major maintenance overhaul will be conducted on the new turbine units at a costs of 25% of original equipment cost.

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Est. Cap Cost:		\$4,495,400.00			
Estimated Revenue:		\$202,046.63			
Estimated Annual Cost:		\$15,000.00			
i		5.0%			
Year	Revenue (NPV)	Unit Overhaul Costs		Rolling Total	
1	\$187,046.63			\$187,046.63	
2	\$178,139.65			\$365,186.29	
3	\$169,656.81			\$534,843.10	
4	\$161,577.92			\$696,421.01	
5	\$153,883.73			\$850,304.74	
6	\$146,555.93			\$996,860.67	
7	\$139,577.08			\$1,136,437.75	
8	\$132,930.55			\$1,269,368.30	
9	\$126,600.52			\$1,395,968.82	
10	\$120,571.93			\$1,516,540.75	
11	\$114,830.41			\$1,631,371.16	
12	\$109,362.29			\$1,740,733.45	
13	\$104,154.56			\$1,844,888.02	
14	\$99,194.82			\$1,944,082.84	
15	\$94,471.26			\$2,038,554.10	
16	\$89,972.63			\$2,128,526.73	
17	\$85,688.22			\$2,214,214.95	
18	\$81,607.83			\$2,295,822.78	
19	\$77,721.74			\$2,373,544.52	
20	\$74,020.70			\$2,447,565.22	
21	\$70,495.91			\$2,518,061.13	
22	\$67,138.96			\$2,585,200.09	
23	\$63,941.87			\$2,649,141.96	
24	\$60,897.02			\$2,710,038.97	
25	\$42,335.11	\$255,289		\$2,497,084.84	(Note 1)
26	\$55,235.39			\$2,552,320.23	
27	\$52,605.13			\$2,604,925.37	
28	\$50,100.13			\$2,655,025.49	
			ROI:	61.18	Years

ROI computations displayed above depicts Option #2 with nominal cost and high-level revenue at a 5% interest rate.

1) ROI calculations assumes that a major maintenance overhaul will be conducted on the new turbine units at a costs of 25% of original equipment cost.

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Est. Cap Cost:	\$6,743,100.00				
Estimated Revenue:	\$202,046.63				
Estimated Annual Cost:	\$15,000.00				
i	5.0%				
Year	Revenue (NPV)	Unit Overhaul Costs		Rolling Total	
1	\$187,046.63			\$187,046.63	
2	\$178,139.65			\$365,186.29	
3	\$169,656.81			\$534,843.10	
4	\$161,577.92			\$696,421.01	
5	\$153,883.73			\$850,304.74	
6	\$146,555.93			\$996,860.67	
7	\$139,577.08			\$1,136,437.75	
8	\$132,930.55			\$1,269,368.30	
9	\$126,600.52			\$1,395,968.82	
10	\$120,571.93			\$1,516,540.75	
11	\$114,830.41			\$1,631,371.16	
12	\$109,362.29			\$1,740,733.45	
13	\$104,154.56			\$1,844,888.02	
14	\$99,194.82			\$1,944,082.84	
15	\$94,471.26			\$2,038,554.10	
16	\$89,972.63			\$2,128,526.73	
17	\$85,688.22			\$2,214,214.95	
18	\$81,607.83			\$2,295,822.78	
19	\$77,721.74			\$2,373,544.52	
20	\$74,020.70			\$2,447,565.22	
21	\$70,495.91			\$2,518,061.13	
22	\$67,138.96			\$2,585,200.09	
23	\$63,941.87			\$2,649,141.96	
24	\$60,897.02			\$2,710,038.97	
25	\$42,335.11	\$255,289.25		\$2,497,084.84	(Note 1)
26	\$55,235.39			\$2,552,320.23	
27	\$52,605.13			\$2,604,925.37	
28	\$50,100.13			\$2,655,025.49	
29	\$47,714.41			\$2,702,739.90	
			ROI:	101.87	Years

ROI computations displayed above depicts Option #2 with +50% level cost and high-level revenue at a 5% interest rate.

1) ROI calculations assumes that a major maintenance overhaul will be conducted on the new turbine units at a costs of 25% of original equipment cost.

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Est. Cap Cost:	\$6,772,458.00			
Estimated Revenue:	\$332,633.13			
Estimated Annual Cost:	\$15,000.00			
i	5.0%			
Year	Revenue (NPV)	Unit Overhaul Costs	Rolling Total	
1	\$317,633.13		\$317,633.13	
2	\$302,507.74		\$620,140.87	
3	\$288,102.61		\$908,243.48	
4	\$274,383.44		\$1,182,626.92	
5	\$261,317.56		\$1,443,944.49	
6	\$248,873.87		\$1,692,818.35	
7	\$237,022.73		\$1,929,841.09	
8	\$225,735.94		\$2,155,577.02	
9	\$214,986.60		\$2,370,563.63	
10	\$204,749.15		\$2,575,312.77	
11	\$194,999.19		\$2,770,311.96	
12	\$185,713.51		\$2,956,025.47	
13	\$176,870.01		\$3,132,895.49	
14	\$168,447.63		\$3,301,343.12	
15	\$160,426.31		\$3,461,769.43	
16	\$152,786.97		\$3,614,556.40	
17	\$145,511.40		\$3,760,067.79	
18	\$138,582.28		\$3,898,650.08	
19	\$131,983.13		\$4,030,633.20	
20	\$125,698.22		\$4,156,331.42	
21	\$119,712.59		\$4,276,044.00	
22	\$114,011.99		\$4,390,055.99	
23	\$108,582.84		\$4,498,638.83	
24	\$103,412.23		\$4,602,051.07	
25	\$72,703.13	\$227,605	\$4,447,149.58	(Note 1)
26	\$93,797.94		\$4,540,947.53	
27	\$89,331.37		\$4,630,278.90	
28	\$85,077.50		\$4,715,356.40	
			ROI:	49.79
				Years

ROI computations displayed above depicts Option #3 with nominal cost and high-level revenue at a 5% interest rate.

1) ROI calculations assumes that a major maintenance overhaul will be conducted on the new turbine units at a costs of 25% of original equipment cost.

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Est. Cap Cost:		\$10,158,687.00			
Estimated Revenue:		\$332,633.13			
Estimated Annual Cost:		\$15,000.00			
i		5.0%			
Year	Revenue (NPV)	Unit Overhaul Costs		Rolling Total	
1	\$317,633.13			\$317,633.13	
2	\$302,507.74			\$620,140.87	
3	\$288,102.61			\$908,243.48	
4	\$274,383.44			\$1,182,626.92	
5	\$261,317.56			\$1,443,944.49	
6	\$248,873.87			\$1,692,818.35	
7	\$237,022.73			\$1,929,841.09	
8	\$225,735.94			\$2,155,577.02	
9	\$214,986.60			\$2,370,563.63	
10	\$204,749.15			\$2,575,312.77	
11	\$194,999.19			\$2,770,311.96	
12	\$185,713.51			\$2,956,025.47	
13	\$176,870.01			\$3,132,895.49	
14	\$168,447.63			\$3,301,343.12	
15	\$160,426.31			\$3,461,769.43	
16	\$152,786.97			\$3,614,556.40	
17	\$145,511.40			\$3,760,067.79	
18	\$138,582.28			\$3,898,650.08	
19	\$131,983.13			\$4,030,633.20	
20	\$125,698.22			\$4,156,331.42	
21	\$119,712.59			\$4,276,044.00	
22	\$114,011.99			\$4,390,055.99	
23	\$108,582.84			\$4,498,638.83	
24	\$103,412.23			\$4,602,051.07	
25	\$72,703.13	\$227,604.61		\$4,447,149.58	(Note 1)
26	\$93,797.94			\$4,540,947.53	
27	\$89,331.37			\$4,630,278.90	
28	\$85,077.50			\$4,715,356.40	
29	\$81,026.19			\$4,796,382.59	
			ROI:	85.89	Years

ROI computations displayed above depicts Option #3 with +50% level cost and high-level revenue at a 5% interest rate.

1) ROI calculations assumes that a major maintenance overhaul will be conducted on the new turbine units at a costs of 25% of original equipment cost.

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C. Power Generation Computations

The following calculation was used to compute overall power generation for each option shown in the detailed calculation sheet below:

$$P = \frac{(EFF) \times Q \times H \times (365 \times 24) \times (\% \text{ Increment})}{11.81}$$

Where:

P = Power (kWhr)

Eff= Efficiency of Turbine (Assumed to be 85%)

Q = Flowrate (CFS)

H = Head (Ft)

CHAPTER VII

PUBLIC UTILITIES

Section 700 – Sewer System

700.01

General Provisions. Subdivision 1. Purpose. This Section sets forth uniform requirements for discharges into the City's wastewater disposal system and enables the City to comply with all state and federal laws, including, but not limited to, Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403 and Minnesota Rules Part 7049.0890. This Section also establishes the determination and levying of charges of all users discharging thereto.

The objectives of this Section are:

- a) to prevent or control the introduction of pollutants into the wastewater disposal system which will interfere or are incompatible with the operation of the system or the use or disposal of the sludge; prevent the pass-through of pollutants through a POTWBPU's plant without adequate treatment; prevent interference with a POTWBPU's physical plant; collection system; physical, chemical, or biological processes; personnel; or disposal of residuals
- b) to establish the authority to determine and levy user charges that are necessary for the efficient, economic and safe operation of the City's wastewater disposal system for the protection of the health, safety and general welfare of the public; and
- c) to establish a system of regulation and charges which will provide effective operation of the City's wastewater disposal system in compliance with applicable standards and regulations of the Minnesota Pollution Control Agency and the United States Environmental Protection Agency.

700.03 Definitions. Subdivision 1. For the purpose of this Section, the following words, terms and abbreviations have the meaning given them.

Subd. 2. Act. The Clean Water Act (33 U.S.C. 1251 et seq., as amended).

Subd. 3. Biochemical Oxygen Demand (BOD) - (1) the quantity of oxygen used in the biochemical oxidation of organic matter in a specified time, at a specified temperature, and under specified conditions; (2) a standard test used in assessing wastewater strength.

Subd. 4. Brainerd Public Utilities Commission (BPUC) – the Public Utilities Commission of the City of Brainerd. Brainerd Public Utilities (BPU) is a department of the City of Brainerd.

Subd. 5. Capital Costs. All costs and expenses incurred in planning, designing, financing, and constructing wastewater collection, conveyance, and treatment works.

Subd. 6. City. City of Brainerd, Minnesota.

Subd. 7. Building Sewer. The extension from the building drain to the public sewer or other place of disposal, sometimes called the house connection or service connection.

Subd. 8. Chemical Oxygen Demand (COD). A measure of the oxygen equivalent of that portion of organic matter that is susceptible to oxidation by a strong chemical oxidant, using EPA approved laboratory procedures.

Subd. 9. Combined Sewer. A sewer intended to serve as a sanitary sewer and a storm sewer, or as an industrial sewer and a storm sewer.

Subd.10. Commercial. All users of the system classified as industrial users in the Standard Industrial Classification Manual, 1972, U.S. Office of Management and Budget, as amended and supplemented under Divisions A, B, D, E, and 1, but who are excluded from such definition for the purposes of this Section because they discharge primarily segregated domestic wastes, or wastes from sanitary conveniences; the classification shall not include such exempt users who are otherwise classified in this Section as domestic users, government users, or industrial users.

Subd. 11. Contract User. Any users who have a special contract or agreement with the City which allows discharge of wastes into the City's sewer system.

Subd. 12. Control Authority. Refers to ~~BPUC~~the BPU, which ~~who~~ is the governmental entity that has authority and responsibility to implement specific pretreatment standards for a specific industrial user.

A. ~~BPUC~~BPU is the control authority for purposes of preventing interference or pass-through and for implementing all local pretreatment prohibitions, limitations, or requirements, including limitations required by this chapter; and

B. for the purpose of regulating industrial users subject to the national categorical pretreatment standards, ~~BPUC~~BPU is the receiving POTW authority if ~~the receiving POTW authority~~ BPU has been delegated pretreatment authority under parts 7049.0800 to 7049.1020. If ~~BPUC~~BPU has not been delegated authority under parts 7049.0800 to 7049.1020, the agency is the control authority for the purpose of implementing national categorical pretreatment standards. ~~BPUC~~BPU remains the control authority for item A

Subd. 12. Construction. Any one or more of the following: preliminary planning to determine the feasibility of treatment works, engineering, architectural, legal, fiscal, or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures, or other necessary actions, erection, building, acquisition, alteration, remodeling, improvement, or extension of existing works, or the inspection or supervision of any of the foregoing items.

Subd.13. Debt Retirement Costs. The combined principal and interest payments necessary to pay bonded indebtedness.

Subd. 14. Domestic User. Those establishments of which its relaxed occupants, if any, are usually considered a domestic service and whose discharge consists solely of sanitary wastes.

Subd.15. Domestic Wastewater. Wastewater derived principally from a dwelling due to domestic activities. It may or may not contain groundwater, surface water, or storm water.

Subd.16. Flow. The quantity of sewage expressed in gallons or cubic feet per 24 hours.

Subd. 17. Garbage. Solid wastes resulting from the domestic and commercial preparation, cooling, and dispensing of food, and from the handling, storage or sale of meat, fish, fowl, fruit, vegetables, condemned food.

Subd.18. General Municipal User. Any user discharging sewage to the general municipal flow other than industrial users, municipalities, and other contract users. This category of user includes as dories, domestic users, commercial users, institutional users, governmental users, which are not contract users.

Subd.19. Government User. Those establishments who function is the administration and execution of government programs as well as the offices of executives, legislative bodies, and agencies which provide general support services for government.

Subd. 20. Grantee. Any municipality which has been awarded a grant for construction of a treatment works: in this instance, the City.

Subd. 21. Industrial Wastewater. The liquid waste resulting from the pros employed in industrial, manufacturing, trade or business establishments as distinct from domestic wastes. Any waste that is transported by a liquid waste hauler and disposed into public sewers is industrial waste. Any leachate or contaminated ground water disposed into public sewers is industrial waste.

Subd. 22. Infiltration. The water entering a sewer system, including sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.

Subd. 23. Infiltration /Inflow. The total quantity of water from both infiltration and inflow without distinguishing the source.

Subd. 24. Inflow. The water discharged into a sewer system, including service connections from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers anal combined sewers, catch basins, storm waters, surface runoff, street wash waters, or drainage: inflow does not include, and is distinguished from, infiltrations.

Subd. 25. Interceptor Sewer. A sewer whose primary purpose is to transport or convey wastewaters from collector sewers to a treatment facility.

Subd. 26. Interference. The inhibition or disruption of the (City's) wastewater disposal

system processes or operations which causes or significantly contributes to a violation of any requirement of the (City's) NPDES or State Disposal System Permit. ~~This~~ ~~teams~~ includes prevention of sewage sludge use or disposal by the City in accordance with published regulations providing guidelines under Section 405 of the Act (33 U.S.C. 1251 et seq.) or any regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air act, the Toxic Substances Control Act, or more stringent state criteria applicable to the method of disposal or use employed by the City. This includes a cause of a 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-BPU's plant into the environment.

Subd. 27. Institutional User. Those establishments engaged in activities of a noneconomic nature, frequently being the performance of services for the general public (health, education, social), and not classified as a governmental or commercial user in this Section.

Subd. 28. Leachate. Wastewater resulting from the percolation of rain water and/or internal liquids through the deposited material in a solid waste disposal facility.

Subd. 29. Liquid Waste Hauler. Any person who transports waste for the purpose of discharge into public sewers.

Subd. 30. Load. Quantities of sewer characteristics such as BOD, SS, and other constituents as expressed in milligrams per liter (mg/l) or pounds per 24 hours (lbs./24 hours).

Subd. 31. Local Charge. A treatment charge assessed by the City to liquid waste haulers based on waste volume and strength.

Subd. 32. Monitoring. The measurement, sometimes continuous, of water quality.

Subd. 33. National Pollution Discharge Elimination System Permit or NPDES Permit. The system for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into the navigable waters, the contiguous zone, and the oceans by the Administrator of the Environmental Protection Agency pursuant to Section 402 and 405 of the Federal Water Pollution Control Act Amendment 1972.

Subd. 34. Natural Outlet. Any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

Subd. 35. Noncontact Cooling Water. Water used for cooling purposes that does not contact raw materials, work pieces or a finished product. Noncontact cooling water discharged to public sewers is industrial waste.

Subd. 36. Operation and Maintenance Costs (O & M Costs). The expenses related to the costs of the operation, maintenance, replacement, and administration of the total treatment works or system.

Subd. 37. Pass-through. A discharge of sewered pollutants that flows from the City's treatment plant into the receiving stream in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the plant's NPDES/SDS permit, including an increase in the magnitude or duration of a violation.

Subd. 38. Person. Any individual, firm, company, association, society, corporation, municipal corporation, government unit, or group.

Subd. 39. pH. This shall mean the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10^{-7} .

Subd. 40. Pretreatment. The application of physical, chemical and biological processes to reduce the amount of pollutants in or alter the nature of the pollutant properties in a wastewater prior to discharging such wastewater into the publicly-owned wastewater treatment system.

Subd. 41. Pretreatment Solids. Any materials that are formed, concentrated, or removed by pretreatment performed by any person.

Subd. 42. Process Water. Any water used in the manufacturing, preparation production of goods, materials, or food. Process water is an industrial waste.

Subd. 43. Public Sewer. Any sewer owned or operated by a unit or agency of government.

Subd. 44. Replacement. Expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

Subd. 45. Sanitary Sewer. A sewer intended to carry only sanitary or sanitary and industrial waste waters from residences, commercial buildings, industrial plants, and institutions.

Subd. 46. Sanitary Wastes. The liquid and water-carried wastes discharged from sanitary plumbing facilities.

Subd. 47. Sewage or Wastewater. The water-carried waste products from residences, public buildings, institutions, industrial establishments, or other buildings including the excrementitious or other discharge from the bodies of human beings or animals, together with such ground water infiltration and storm and surface water as may be present

Subd. 48. Sewage Collection. Each, and all, of the common lateral sewers within a publicly-owned treatment system which are primarily installed to receive waste waters directly from facilities which convey waste water from individual structures or from private property, and which include service connection "Y" fittings designed for connection with those facilities. The facilities which convey waste water from individual structures, from private property to the public lateral sewer, or its equivalent, are specifically excluded from the definition, with the exception of pumping units, and pressurized lines, for individual structures or groups of structures when such units are cost effective and are owned and maintained by the grantee.

Subd. 49. Sewer. A pipe or conduit for carrying sewage, industrial waste, or other waste liquids.

Subd. 50. Sewer System or Sewerage System. Pipe lines or conduits, pumping stations, force mains, and all other devices and appliances appurtenant thereto, used for collecting or conducting sewage, industrial wastes, or other wastes to a point of ultimate disposal.

Subd. 51. Shall is mandatory, May is permissive.

Subd. 52. Significant Industrial User. Any industrial user of the City's Wastewater Treatment System whose flow (1) exceeds 25,000 gallons or more per average work day; (2) has exceeded five percent of the flow or load carried by the City's Wastewater Treatment System during any day in the past year; (3)

An industrial user that is subject to 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 4. has in its waste a toxic pollutant, in toxic amounts, as defined by standards issued and effective under Section 307 (a) of the Federal Water Pollution Control Act (Pub.L. 92500) or as defined by Minnesota statutes and rules; (4) The POTW-BPU may determine that an industrial user subject to national categorical pretreatment standards is a nonsignificant 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

(a)

prior to the control authority's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(b)

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

(c)

never discharges any untreated concentrated wastewater.

(5) has significant impact, either individually or in combination with other contributing industries, on the City's Wastewater Treatment System of the quality of its effluent; (5) has significant impact on the quality of sludge produced by the Wastewater Disposal System, or; (6) has a significant impact on air emission of the Wastewater Disposal System; (7) - is designated by the agency or the receiving POTW authority-BPU as significant on the basis that it has reasonable potential to impact the receiving POTW-BPU's plant, or violate required pretreatment standards; or

Subd. 54. Significant noncompliance. An industrial user is in significant noncompliance 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 during a six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement;
- 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~~ BPU determines has caused, alone or in combination with other discharges, interference or pass-through, including endangering the health of ~~POTW-BPU~~ 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 BPU'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 noncompliance; or
- H. any other violation or group of violations, which may include a violation of best management practices, that ~~the POTW authority~~ BPU determines will adversely affect the operation or implementation of the local pretreatment program.

Subd. 53. Slug. Any discharge of water, warm or industrial waste which in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than 15 minutes more than five times the average 24 hour concentration, qualities, or flows during the normal operation.

Subd. 54. Storm Sewer (sometimes tamed "storm drain"). A sewer which carries storm and surface water and drainage but excludes sewage and industrial wastes, other than unpolluted cooling or process water.

Subd. 55. SuperintendentPublic Utilities Director. The SuperintendentPublic Utilities Director of the wastewater disposal system of this City or the person's duly authorized representative.

Subd. 56. Total Kjeldahl Nitrogen (TKN). A measure of total organic and ammonia nitrogen, using EPA approved laboratory procedures.

Subd. 57. Total Suspended Solids (TSS). The residue material from a wastewater sample after filtration, using EPA approved laboratory procedures.

Subd. 58. Treatment Works/Wastewater Disposal System. Any devices and systems for the storage, went, recycling, and reclamation of municipal sewage, domestic sewage, or liquid industrial wastes used to implement Section 201 of the Act, or necessary to recycle or reuse water at the most economical cost over the useful life of the works. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power, and other equipment and their appurtenances; extensions, improvements, remodeling, additions, and alteration hereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application; or any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

Subd. 59. User. Any person, firm, corporation, or other entity, whether municipal or otherwise, discharging sewage into the disposal system.

Subd. 60. Useful Life. Estimated period during which a treatment works will be operated.

Subd. 61. User Charge. A charge levied on users of a treatment works, or that portion of the ad valorem taxes paid by a user, for the user's proportionate share of the cost operation and maintenance (including replacement) of such works.

(Amended Ord. 837 – 1985, Ord. 1046 - 1998)

700.05 Use of Public Sewers. Subdivision 1. General Sewer Use Regulations. The public sewer of the City are governed by the provision of this Section.

Subd. 2. Discharge. It is unlawful to discharge to any natural outlet within the City Limits or City jurisdiction any sewage or other pollutant waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Section.

Subd. 3. Cesspools, Private Systems. It shall be unlawful to either construct, maintain, use or permit to be used any cesspool, privy, or privy vault on any part of any lot or parcel of land in the City abutting a public sanitary sewer with which a sewer connection may be made, if said structure on parcel of land is within 500 feet of said public sanitary sewer.

(Amended Ord. 1046 – 1998, Ord. 1115 – 2001)

Subd. 4. Water Service Terminated. Whenever any privy, privy vault, or cesspool is either erected, constructed or used, contrary to the provisions of this Section on any premises in the City, the water supply from the City waterworks, thereto, shall be terminated and shall remain cut off until the BPUC is satisfied that such violation of this Section has ceased and until the expense of turning off and turning on the water has been paid together with whatever fine for violation of this Section may be assessed.

Subd. 5. Compelling Connection. Whenever there is a public sewer in the public highways or grounds upon which abuts any part of any lot or parcel of land in the City within the distances prescribed in Section 700.05, Subd. 3, the owner or occupant of such parcel of land shall connect said premises with said public sewer by a sufficient sanitary sewer within 12 months (1 year) of the availability of the public sewer. Connection shall not be required within 12 months (1 year) if the owner or occupant can show evidence of a Certificate of Compliance that the existing private system satisfactorily passes a compliance inspection as set forth in Minnesota Rule Chapter 7080. Inspections are hereby required every three (3) years. In the event the existing private system is, at the time of initial or any subsequent inspection a failing system, or becomes an imminent threat to the public health or safety as defined by Minnesota Rule 7080, the BPUC shall serve upon such owner or occupant ten days' notice in writing specifying the time when such sewer connection or connections must be made and completed and if the said owner or occupant neglects to complete the same within the time specified, in addition to the penalties imposed for a violation of any provision of this Section, the BPUC may cause it to be done and shall either recover the whole amount of the expense thereof by an action against the owner, in the name of the City, before any court jurisdiction thereof, or assess the same against said premises pursuant to law.

(Amended Ord. 1046 – 1998, Ord. 1115 – 2001, Ord. 1197 – 2003)

Subd. 6. Preliminary Treatment. Where preliminary treatment facilities are required or provided for any wastes, they shall be maintained continuously in effective operation by the sewer user at its expense. Failure to do so shall void the right of sewerage system use and the BPUC reserves the right to discontinue service.

Subd. 7. Control Manholes. The BPUC may as a condition of providing sewer service require a control manhole built on the building sewer at owner's expense to facilitate observation, sampling, inspection, and measurement of wastes. Such manhole when required shall be accessible, safely located, and built in accordance with City standards for sewer manholes. The necessity of a control manhole will be based on sewage volume, whether it is a processing waste, or an industrial waste and whether the waste requires control within the operation to meet acceptable conditions for discharge to the sewage system.

Subd. 8. Special Agreements. Nothing within this Sewer Section shall be interpreted to require the service of sewage wastes at published sewer rates when such waste may impair the system or cause a higher than normal expense in operation of the sewerage system. Nor shall the Sewer Section be interpreted to prohibit the handling of deleterious wastes, requirements for pretreatment, or sewer service rates higher than published rate on an agreement basis. Such agreements may be approved by the BPUC after considering the problems in handling, the effect on the sewerage system and the cost of handling the waste. Special agreements are not allowed which would (1) cause the violation of the existing NPDES permit or State Disposal System

permit and (2) allow any user subject to National Categorical Pretreatment Standards to circumvent their requirements.

(Amended Ord. 837 – 1985, Ord. 1046 – 1998)

Subd. 9. Entry on Premises. Duly authorized City and BPUC employees bearing proper identification shall, at reasonable times, be permitted to enter upon properties served by sanitary sewers for the purpose of inspection, measurement, sampling and testing in connection with operation of the sewer system.

Subd. 10. Contractors' Responsibility. Contractors employed on City contracts, plumbers, and other persons engaged in construction or maintenance activity where there is connection to or danger of damage to the sewer system shall exercise particular care to protect the sewer system, and shall at all times protect, keep foreign materials out, and accomplish construction or connections, in a neat and workmanlike manner. Failure to do so shall be a violation of this Section and shall not stop the City from correcting the damage or removing the foreign material, if necessary on an overtime basis, and collecting the costs therefore. For other than immediate necessary repair or removal a five-day written notice shall be deemed adequate notice to the party to repair damage, correct faulty construction or remove material from the sewerage system.

Subd. 11. Storm Water Connections. Roof, ground water, or surface drain connections to the City's sanitary sewer system is prohibited.

Subd. 12. Entrance into Manholes. Entrance into sewer manholes or opening the same for any purpose whatever except by duly authorized City or BPUC employees or their agents is prohibited.

700.07 Prohibitions and Limitation. Subdivision 1. General Discharge Prohibitions. No user shall discharge or cause to be discharged, directly or indirectly, any of the substances described in this Subsection or that cause pass-through or interference into the wastewater disposal system or to any public sewer.

Subd. 2. Explosive Gases. Any liquids, solids or gases which by reason of their nature or quantity are, or may be sufficient either alone or by interaction with other substances to cause pass through or interference, fire or explosion or be injurious in any other way to the wastewater disposal system or to the operation of the system. At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system or at any point in the system, be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.

Subd. 3. Grease, Garbage, Etc. Solid or viscous substances which will or may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to, grease, garbage with particles greater than one half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood,

plastic, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.

Subd. 4. Hazardous Fluids. Any wastewater having a pH less than 5.0 or higher than 10.0 or having any other corrosive property capable to causing damage or hazard to structures, equipment, and personnel of the wastewater disposal system.

Subd. 5. Toxic Pollutants. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants or inhibit or disrupt any wastewater treatment process, constitutes a hazard to humans or animals, or create a toxic effect in the receiving waters of the wastewater disposal system. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Act.

Subd. 6. Noxious Fluids. Any noxious of malodorous liquids, gases, or solids which either singly or by interaction with other wastes are capable of creating a public nuisance or hazard to life or are sufficient to prevent entry into the sewer for their maintenance and repair.

Subd. 7. Dyes, Etc. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

Subd. 8. Other Violations. Any wastewater which creates conditions at or near the wastewater disposal system which violate any statute or any rule, regulation or section of any public agency or state or federal regulator body.

Subd. 9. Heated Wastewater. Any wastewater having a temperature greater than 150 degrees F. (65.6 degrees C.), or causing, individually or in combination with other wastewater, the influent at the wastewater treatment plant to have a temperature exceeding 104 degrees F. (40 degrees C.) or having heat in amounts which will inhibit biological activity in the Treatment Works resulting in interference.

(Amended Ord. 837 – 1985, Ord. 1046 – 1998)

Subd. 10. Slug Loads. Any slug load, which shall mean any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge of such volume or strength as to cause inhibition or disruption in the wastewater disposal system. In no case shall a slug load have a flow rate or contain concentrations or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentrations, quantities, or flow of the user during normal operation.

Subd. 11. Unpolluted Water. Any unpolluted water, including but not limited, to noncontact cooling water, unpolluted storm or groundwater.

Subd. 12. Excess Grease and Oil. Any wastewater containing fats, wax, grease, or oils of animal or vegetable origin whether emulsified or not, in excess of +150 mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees F. and 150 degrees F. (0 degrees C. and 65.6 degrees C.); and any wastewater containing oil and grease concentration of mineral origin of greater than +100 mg/l, whether emulsified or not.

Subd. 13. Inert Suspended Solids. Wastewater containing inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate) in such quantities that they would cause disruption with the wastewater disposal system.

Subd. 14. Other Prohibited Substances. No user shall discharge to any public sewer any discharge which causes interference, as defined, with the wastewater disposal system. Pollutants in the effluent from an industrial user shall not be considered to cause interference where the industrial user is in compliance with specific prohibitions or standards developed by Federal, State, or Local governments. Where the industrial user is in compliance with such specific prohibitions or standards and pollutants in the effluent from the industrial user's facility nevertheless are determined to have caused or significantly contributed to a violation of any requirement of the City's NPDES or State Disposal System Permit, and are likely to cause such a violation in the future, the BPUC must take appropriate action to develop and enforce specific effluent limits for that industrial user to ensure renewed and continued compliance with the City's NPDES or State Disposal System Permit.

Subd. 15. Strong Acid or Plating Solutions. Any water or wastes containing strong acid, iron pickling wastes, or concentrated plating solutions, whether neutralized or not.

Subd. 16. Phenols. Any water or wastes containing phenols or other taste or odor producing substances which constitute a nuisance or hazard to the structures, equipment, or personnel of the sewage works, or which interfere with the treatment required to meet the requirements of the State and Federal government and any other public agency with proper authority to regulate the discharge from the sewage treatment plan.

Subd. 17. Radioactive Wastes. Any radioactive wastes or isotopes of such half-life or concentration that they are in non-compliance with regulations issued by the appropriate authority having control over their use or which have caused or may cause damage or hazards to the treatment works or personnel operating it.

Subd. 18. Water Insoluble Oils. Any water insoluble oils, including but not limited to, fuel oil, nonbiodegradable cutting oil, lubricating oil, hydraulic oil, mineral oil and motor oil.

Subd. 19. Medical Wastes. Whole, ground or shredded glassware, needles and other sharps, plastic and textile objects from hospitals, physician and dentist offices, clinics, veterinary facilities, other health care facilities, mortuaries, blood banks, laboratories of any kind and food preparation facilities.

Subd. 20. Infectious Wastes. Wastes, other than domestic wastes, that are infectious except as provided for in an acceptable infectious waste management plan submitted to Minnesota Department of Health or Minnesota Pollution Control Agency pursuant to Minnesota Statute 116.75-116.83.

Subd. 21. Foam Producing. Any material containing foam or foam producing substances in sufficient quantities to cause a public nuisance, operational problems in public sewers or cause interference or pass-through.

Subd. 22. Pretreatment Solids. Any pretreatment solids from an industrial pretreatment system except as provided in Section 700.13.

Subd. 23. Outside of City Wastes. Any wastes generated outside the City Limits, unless prior approval has been obtained from the ~~Superintendent~~Public Utilities Director.

Subd. 24. Hazardous Wastes. Any hazardous wastes, as defined by Minnesota Statutes, Section 116.06 Subdivision 13 and Minnesota Rules Chapter 7045, unless prior approval has been obtained from the ~~Superintendent~~Public Utilities Director -and such discharge does not constitute a violation of Local, State or Federal law.

Subd. 25. Food Processing Wastes. Garbage, discarded material and grease from nondomestic sources which results from the handling, processing, storage, preparation, serving and consumption of food, when the effect of such disposal into public sewers is the avoidance of site solid waste disposal; provided, however, that this Section does not prohibit sink-fed garbage disposal units used for incidental food waste disposal.

Subd. 26. Oils. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass-through.

Subd. 27. Toxic Gases. Pollutants that result in the presence of toxic gases, vapors, or fumes within a POTW-BPU's plant in a quantity that may cause acute worker health and safety problems

700.09 Limitation on Wastewater Strength. Subdivision 1. National Categorical Pretreatment Standards. National categorical pretreatment standards promulgated by the U.S. Environmental Protection Agency (EPA) pursuant to the Act shall be met by all users which are subject to such standards in any instance where they are more stringent than the limitations in this Section.

Subd. 2. State Requirements. State requirement and limitations on discharges shall be met by all users which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations or those in this or any other applicable Section of this Code.

Subd. 3. City's Right of Revision. The City reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives stated in Subsection 700.01 of this Section.

Subd. 4. 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 herein, contained in the national categorical pretreatment standards, or contained in any state requirements.

Subd. 5. Supplemental Limitations. The ~~BPUC~~BPU may impose additional specific limitations on any wastewater that is to be discharged into the City's wastewater disposal system.

Subd. 6. Specific Local Discharge Limitations. No person, except as authorized pursuant to a compliance schedule in a permit, shall discharge or cause or allow to be discharged into public sewers any waste that causes the total facility discharge to exceed the following concentration limitations and mass loading limitations:

<u>Pollutant</u>	<u>Per Load Grab Sample mg/L</u>	<u>Month Avg. mg/L</u>	<u>Max for Any One Day – mg/L</u>	<u>Cumulative Mass Discharge lbs/Semi-annual</u>
Cadmium (Cd)	0.26	0.26	0.69	-
Chromium, Total (Cr)	1.71	1.71	2.77	-
Copper (Cu)	2.07	2.07	3.38	-
Cyanide, Total (Cn)	0.65	0.65	1.20	-
Lead (Pb)	0.40	0.40	0.69	-
Nickel (Ni)	1.00	1.00	1.75	50
Zinc (Zn)	1.49	1.49	2.61	-
<u>Industrial User</u>				
BOD	-	210	-	-
TSS	-	235	-	-
<u>Liquid Waste Haulers</u>				
BOD & TSS	10,000	-	-	-

Semi-annual mass loading periods will be from May 1 to October 31 and November 1 to April 30.

(Amended Ord. 837 – 1985, Ord. 1046 – 1998)

700.11 Accidental Discharges. Each user shall provide protection from accidental discharge or prohibition materials or other substances regulated by this Section. Where necessary, facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or users own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the SuperintendentPublic Utilities Director -for review and shall be approved by the SuperintendentPublic Utilities Director before construction of the facility. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this Section. Users shall notify the SuperintendentPublic Utilities Director immediately upon having a slug of accidental discharge of substances or wastewater in violation of this Section in order to enable counter measures to be taken by the SuperintendentPublic Utilities Director to minimize damage to the wastewater disposal system and the receiving water. 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 BPUC on account thereof under any state or federal law. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a slug or accidental discharge. Employers shall insure that all employees who may cause or discover such a discharge are advised of the emergency notification procedure.

700.13 Pretreatment Requirements. Subdivision 1. General Pretreatment Requirements. Users shall provide necessary wastewater treatment as required to comply with this Section and shall achieve compliance with all national categorical pretreatment standards within the time limitations as specified by the federal pretreatment regulations. Any facilities required to pretreat wastewater shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the SuperintendentPublic Utilities Director for review, and shall be acceptable to the SuperintendentPublic Utilities Director before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the SuperintendentPublic Utilities Director under the provisions of this Section. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the SuperintendentPublic Utilities Director prior to the user's initiation of the changes.

Subd. 2. Records. All records relating to compliance with pretreatment standards shall be made available by the SuperintendentPublic Utilities Director to Officials of the EPA or MPCA upon request.

Subd. 3. User Reports. Any user subject to a national categorical pretreatment standard, after the compliance date of such pretreatment standard, or, in the case of commencement of a new discharge to the wastewater disposal system, shall submit to the SuperintendentPublic Utilities Director during the months of June and December, unless required more frequently in the pretreatment standard or by the SuperintendentPublic Utilities Director, a report indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow reported in Subsection 700.15, Subdivision 2 or 700.21 of this Section. The SuperintendentPublic Utilities Director may agree to alter the months during which the above reports are to be submitted. Refer also to the self-monitoring reports required in Subsection 700.21.

Subd. 4. Trap and Separator Installations. Oil, grease, sand, and flammable waste traps shall be installed for the proper discharge of wastewater containing excessive amounts of oil, grease, sand, or flammable liquids when required by the Minnesota Plumbing Code, Minnesota Rules Chapter 4715, or where the SuperintendentPublic Utilities Director determines such traps are necessary. All separators and traps shall be designed and installed to meet the minimum required specifications provided in Minnesota Rules 4715. Notwithstanding the provisions of Minnesota Rules 4715, the SuperintendentPublic Utilities Director may require traps and separators of sufficient size and capacity to meet the requirements of these rules. The distance between the inlet and outlet of the separator or trap must be sufficient to allow gravity separation of pretreatment solids. To prevent overloading, flow control baffles and any necessary inlet flow control fitting shall be provided. Each separator or trap shall be installed to be readily accessible for removal of cover, servicing, and maintenance. If installed substantially below grade, safe access shall be provided. Separators and traps shall be maintained in efficient operating condition by periodic removal of any accumulated pretreatment solids. Floating materials shall be removed when the accumulation is within two inches of the outlet. Settled solids shall be removed when the solids reach 75 percent of the trap or separator capacity.

Subd. 5. Sludge Generated. Sludges, floats, skimmings, and similar material, generated by an industrial or commercial pretreatment system shall not be placed into the City's wastewater

disposal system. Such sludges shall be contained, transported, and disposed of in accordance with all Federal, State, and Local regulations.

700.15 Wastewater Discharge Permits. Subdivision 1. Mandatory Permits. All industries proposing to connect or to commence a new discharge or having commenced a new discharge to the wastewater disposal system shall obtain a wastewater discharge permit before connecting to or discharging into the wastewater disposal system if the discharge would result in the industry being classified as a significant industrial user. No industrial user requiring a permit shall discharge into public sewers until the industrial user has been issued a permit. Issuance of an industrial discharge permit shall not relieve the industrial user from any obligation to obtain any hazardous waste license required by other authorities or to comply with any other Local, State, or Federal requirements regarding waste disposal.

Subd. 2. Permit Application. Users required to obtain a wastewater discharge permit shall complete and file with the SuperintendentPublic Utilities Director, an application in the form prescribed by the SuperintendentPublic Utilities Director, and accompanied by the applicable fee set by the BPUC. Proposed new users shall apply at least 180 days prior to connecting or discharging to the wastewater disposal system. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

- a) Name, address, location (if different from the address);
- b) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;
- ~~b)c~~c North American Industry Classification System (NAICS) code
- ~~e)d~~d Wastewater constituents and characteristics including but not limited to those governed by Subsection 700.07 and 700.09 as determined by a reliable analytical laboratory sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the act and contained in 40 CFR, Part 136, as amended;
- ~~d)e~~e Time and duration of discharge;
- ~~e)f~~f Average daily and 30 minute peak wastewater flow rates, including daily, monthly, and seasonal variations, if any;
- ~~f)g~~g Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, sewer connections, and appurtenances by the size, location, and elevation;
- ~~g)h~~h Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged, including sludges, floats, skimmings, etc.;
- ~~h)i~~i Where known, the nature and concentration of any pollutants in the discharge which are limited by the City, State, or National categorical pretreatment standards, and (for an existing discharge) a statement regarding whether or not the pretreatment standards are being met on a consistent basis, and if not, whether additional operation and maintenance and additional pretreatment is

required for the user to meet applicable pretreatment standards. If additional operation and maintenance and pretreatment will be required, a proposed schedule by which the changes will be completed shall be submitted. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standard. No increment shall exceed nine months in length, and progress reports concerning each increment shall be submitted within 14 days following each increment date;

~~h)j)~~ Each product produced by type, amount, and rate of production;

~~h)k)~~ Type and amount of raw materials processed (average and maximum per day);

~~h)l)~~ Number of full and part time employees, and hours of work; and

~~h)m)~~ Any other information as may be deemed by the ~~Superintendent~~Public Utilities Director to be necessary to evaluate the permit application.

Subd. 3. Issuance of Industrial Discharge Permit. Within 90 calendar days, after receipt of a completed permit application from an industrial user, the ~~Superintendent~~Public Utilities Director shall, upon a determination that the applicant is capable of compliance with permit conditions and these rules, issue an industrial discharge permit subject to applicable terms and conditions. Industrial discharge permit duration shall be established by the ~~Superintendent~~Public Utilities Director. Permits shall be issued in one of the following forms:

- a) A standard permit will be issued to an industrial user with a direct discharge connection to a public sewer;
- b) A liquid waste hauler permit will be issued to an industrial user who transports and discharges industrial waste to public sewers; and
- c) A special discharge permit will be issued to an industrial user who discharges leachate, groundwater or other waste to public sewers, for which a standard form is not applicable.

Subd. 4. Permit Conditions. Wastewater discharge permits shall be subject to all provisions of this Section and all other applicable regulations, user charges and fees established by the BPUC. Permits ~~may~~shall contain the following as applicable:

- a) Payment of annual permit fees.
- b) Payment of strength charge as required by the ~~BPUC's~~BPUC's strength charge system, Subsection 700.27.
- c) Payment of load charges as required for liquid waste haulers, Subsection 700.19.

- d) Limits on the average and maximum wastewater constituents and characteristics;
- e) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
- f) Requirements for installation and maintenance of inspection and sampling facilities;
- g) Requirements for installation, operation and maintenance of pretreatment facilities;
- h) Specifications for monitoring programs which may include sampling locations, frequency and method sampling, number, types and standards for tests and reporting schedule;
- i) Compliance schedules for the installation of technology required to meet required pretreatment standards and requirements;
- j) Requirements for submission and technical reports or discharge reports;
- k) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the ~~Superintendent~~Public Utilities Director, but in no case less than three years, and affording ~~Superintendent~~Public Utilities Director access thereto;
- l) Requirements for notification to and acceptance by the ~~Superintendent~~Public Utilities Director of any new introduction of wastewater constituents or of any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;
- m) Requirements for notification of slug or accidental discharges as provided in Subsection 700.11 of this Section, and reporting of permit violations;
- n) Requirements for disposal of sludges, floats, skimmers, and similar materials; and
- o) Other conditions as deemed appropriate by the ~~Superintendent~~Public Utilities Director to ensure compliance with this Section.

Subd. 5. Permit Duration. Permits shall be issued for a specified time period, not to exceed five years. The user shall apply for permit reissuance a minimum of 180 days prior to the expiration of the user's existing permit the terms and conditions of the permit may be subject to modification by the ~~Superintendent~~Public Utilities Director during the term of the permit as limitations or requirements as identified in Subsection 700.07 and 700.09 are modified or other just cause exists. The user shall be informed of any proposed changes in ~~his~~ the permit at least 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

Subd. 6. Permit Modifications. Within nine months of the promulgation of a national categorical pretreatment standard, the wastewater discharge permit of users subject to such standard shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a national categorical pretreatment standard, has not previously submitted an application for a wastewater discharge permit as required by Subsection 700.15, Subdivision 2, the user shall apply for a wastewater discharge permit within 180 days after the promulgation of the applicable national categorical pretreatment standard. In addition, the user with an existing wastewater discharge permit shall submit to the SuperintendentPublic Utilities Director within 180 days after the promulgation of an applicable national categorical pretreatment standard the information required by paragraph (h) of Subsection 700.15, Subdivision 2. If the information previously submitted in an application is still current and adequate, only a letter from the user certifying such is required.

Subd. 7. Permit Transfer. Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit 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 SuperintendentPublic Utilities Director. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit.

700.17 Confidential Information. Subdivision 1. Data Available to Public. Information and data on a user obtained from applications, permits, monitoring programs and inspections shall be available to the public or other government agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the SuperintendentPublic Utilities Director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

Subd. 2. Procedure. When requested by the person furnishing a report, and until such time as the information is determined not to be confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Section, the NPDES permit, State Disposal System permit and the pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the permit furnished the report. Wastewater constituents and characteristics will not be recognized as confidential information. Information accepted by the SuperintendentPublic Utilities Director as confidential, shall not be transmitted to any governmental agency or to the general public by the SuperintendentPublic Utilities Director until and unless a ten day notification is given to the user.

Subd. 3. State Law. Data referred to in this Subsection shall be stored and released by the City only in accordance with the provisions of State law regarding data privacy.

700.19 Special Programs and Requirements. Subdivision 1. Liquid Waste Hauler Requirements.

- a) Application. Any person seeking to transport and subsequently discharge industrial waste into the public sewers of the BPUC shall file a written application to discharge with the SuperintendentPublic Utilities Director. This application shall include information about the nature and source of the wastewater as defined in Subdivision 2 of Subsection 700.15. The application shall be made on a form established by the SuperintendentPublic

Utilities Director and shall be accompanied by a required application processing fee.

- b) Each application to discharge shall include a detailed analysis of the typical wastewater characteristics including priority pollutants, COD, TSS, TKN and pH. A form establishing the required sample analysis shall be obtained from the SuperintendentPublic Utilities Director. An estimate of discharge volume and frequency shall also be included.
- c) Approval or Denial. Upon receipt of a complete application for discharge, the SuperintendentPublic Utilities Director shall evaluate the application and issue an approval or denial. The SuperintendentPublic Utilities Director shall:
 - 1) Within 30 days, issue a written approval for discharges that will not exceed 6 months in duration; or
 - 2) within 90 days, issue an industrial discharge permit for discharges that will exceed 6 months in duration; or
 - 3) deny the request for discharging into the ~~BPUC~~BPUC's public sewers and state the reasons for denial.

The burden of proof for reasons of denial shall not rest on the SuperintendentPublic Utilities Director and the SuperintendentPublic Utilities Director reserves the right to be arbitrary in what would be the best interest of the BPUC.

- d) Conditions of Discharge. Any person who has obtained a written approval or permit shall discharge in accordance with the terms of that approval or permit, any other applicable provisions of these rules, applicable pretreatment standards under the act, and any other requirements set for by the SuperintendentPublic Utilities Director. The conditions of discharge will include designation of where discharge can occur, when discharge can occur and the rate of discharge.
- e) Monitoring and Reporting. Requirements for ongoing monitoring and reporting of the discharge characteristics shall be designated in the written approval or permit. In addition to these requirements, representative samples shall be collected from every load and turned over to the BPUC. A minimum of one sample per month will be randomly selected for analysis. It is the responsibility of the liquid waste hauler to arrange for and pay for the required sample analysis. Monthly self-monitoring reports shall be submitted indicating the sample analysis and the volume discharged.
- f) Right of Recession. The SuperintendentPublic Utilities Director may issue an order to deny discharge at any time after discharge has commenced if it is determined that the discharge is causing disruption to the ~~BPUC's~~BPUC's treatment plant operations. Such an order shall in effect cancel any previous approval or permit issued to the discharger.

- Persons subject to a load charge shall pay the full amount within 30 days after the billing date. Delinquency in regard to payment of load charges shall be grounds for denial of discharge.

Application processing fees, load charge rates and strength charges shall be established annually by the BPUC.

Subd. 2. Leachate and Contaminated Groundwater Discharge Requirements.

- The burden of proof for reasons of denial shall not rest on the ~~Superintendent~~Public Utilities Director and the ~~Superintendent~~Public Utilities Director reserves the right to be arbitrary in what would be the best interest of the BPUC.

- d) **Conditions of Discharge.** Any person who has obtained a written approval or permit shall discharge in accordance with the terms of that approval or permit.

any other applicable provisions of these rules, applicable pretreatment standards under the act, and any other requirements set forth by the ~~Superintendent~~Public Utilities Director. The conditions of discharge will include designation of where discharge can occur, when discharge can occur and the rate of discharge.

- e) Monitoring and Reporting. Requirements for ongoing monitoring and reporting of the discharge characteristics shall be designated in the written approval or permit. In addition to these requirements, representative samples shall be collected from every load and turned over to the ~~BPUC~~BPUC. A minimum of one sample per month will be randomly selected for analysis. It is the responsibility of the liquid waste hauler to arrange for and pay for the required sample analysis. Monthly self-monitoring reports shall be submitted indicating the sample analysis and the volume discharged.
- f) Right of Recession. The ~~Superintendent~~Public Utilities Director may issue an order to deny discharge at any time after discharge has commenced if it is determined that the discharge is causing disruption to the ~~BPUC's~~BPUC's treatment plant operations. Such an order shall in effect cancel any previous approval or permit issued to the discharger.
- g) Fees. In addition to applicable application and annual permit fees, liquid waste haulers shall pay load charges to the ~~BPUC~~BPUC. The method of determining load charges shall be established by the ~~Superintendent~~Public Utilities Director and shall be based on volume, strength, and appropriate administration costs for record keeping and monitoring of the discharger.

Persons subject to a load charge shall pay the full amount within 30 days after the billing date. Delinquency in regard to payment of load charges shall be grounds for denial of discharge.

Application processing fees and load charge rates and strength charges will be established annually by the BPUC.

Subd. 3. Septage Hauler Requirements.

- a) Application. Any person seeking to transport and subsequently discharge septage into the public sewers of the ~~BPUC~~BPUC shall file a written application to discharge with the ~~Superintendent~~Public Utilities Director. This application shall include information about the nature and source of the wastewater as defined in Subdivision 2 of Subsection 700.15. The application shall be made on a form established by the ~~Superintendent~~Public Utilities Director and shall be accompanied by a required application processing fee.
- b) Sample Requirements. Each application to discharge shall include a detailed analysis of the typical wastewater characteristics including priority pollutants, COD, TSS, TIQV and pH. A form establishing the required sample analysis shall be obtained from the ~~Superintendent~~Public Utilities Director. An estimate of discharge volume and frequency shall also be included.

- c) Approval or Denial. Upon receipt of a complete application for discharge, the ~~Superintendent~~Public Utilities Director shall evaluate the application and issue an approval or denial. The ~~Superintendent~~Public Utilities Director shall:

- 1) Within 30 days issue a written approval for discharges that will not exceed 6 months in duration; or
- 2) Within 90 days issue an industrial discharge permit for discharges that will exceed 6 months in duration; or
- 3) Deny the request for discharging into the ~~BPUC~~BPU public sewers and state the reasons for denial.

The burden of proof for reasons of denial shall not rest on the ~~Superintendent~~Public Utilities Director and the ~~Superintendent~~Public Utilities Director reserves the right to be arbitrary in what would be the best interest of the ~~BPUC~~BPU.

- d) Conditions of Discharge. Any person who has obtained a written approval or permit shall discharge in accordance with the terms of that approval or permit, any other applicable provisions of these rules, applicable pretreatment standards under the act, and any other requirements set forth by the ~~Superintendent~~Public Utilities Director. The conditions of discharge will include designation of where discharge can occur, when discharge can occur and the rate of discharge.
- e) Monitoring and Reporting. Requirements for ongoing monitoring and reporting of the discharge characteristics shall be designated in the written approval or permit. In addition to these requirements, representative samples shall be collected from every load and turned over to the ~~BPUC~~BPU. A minimum of one sample per monthly will be randomly selected for analysis. It is the responsibility of the liquid waste hauler to arrange for and pay for the required sample analysis. Monthly self-monitoring reports shall be submitted indicating the sample analysis and the volume discharged.
- f) Right of Recession. The ~~Superintendent~~Public Utilities Director may issue an order to deny discharge at any time after discharge has commenced if it is determined that the discharge is causing disruption to the ~~BPUC's~~BPU's treatment plant operations. Such an order shall in effect cancel any previous approval or permit issued to the discharger.
- g) Fees. In addition to applicable application and annual permit fees, liquid waste haulers shall pay load charges to the ~~BPUC~~BPU. The method of determining load charges shall be established by the ~~Superintendent~~Public Utilities Director and shall be based on volume, strength and appropriate administration costs for record keeping and monitoring of the discharger.

Persons subject to a load charge shall pay the full amount within 30 days after the billing date. Delinquency in regard to payment of load charges shall be

grounds for denial of discharge.

Application processing fees and load charge rates and strength charges will be established annually by the BPUC.

700.21 Industrial Wastewater Monitoring and Reporting. Subdivision 1. General Requirements. Permittees, and non-permitted industrial users specified by the SuperintendentPublic Utilities Director, shall monitor industrial waste discharges into public sewers. Such monitoring shall accurately characterize the discharge and shall be performed in accordance with all applicable provisions of these rules and any permit issued thereunder. Such monitoring information shall be submitted to the SuperintendentPublic Utilities Director in a self-monitoring report. At a minimum, a summary report shall be prepared quarterly and submitted to the SuperintendentPublic Utilities Director.

Subd. 2. Monitoring Point. Each permittee shall have an approved monitoring point provided at the permittee's expense. Liquid waste haulers and specific industrial users, may be exempted by permit from portions of this Section. An approved monitoring point shall meet the following criteria:

- a) The wastewater flow is visible and accessible for inspection and monitoring purposes;
- b) Adequate safeguards are in place to protect ~~BPUC-BPU~~ personnel ~~from~~ accident or injury;
- c) The wastewater flow has appropriate velocity and is well mixed to yield representative samples;
- d) The wastewater flow at the monitoring point conveys all of the permittee's industrial waste.
- e) the monitoring point is large enough or space is provided nearby to allow for monitoring equipment placement; and
- f) the total wastewater flow of the permitted facility, if exceeding 25,000 gallons per day, can be measured using an open channel or other acceptable measuring device.

All permittees shall have an approved monitoring point within 12 months of the effective date of this Section. Design plans for constructing a monitoring point shall be submitted to the SuperintendentPublic Utilities Director for approval 60 calendar days prior to any constructions necessary to meet the criteria specified in this Section. All new installations shall be in accordance with provisions of the Minnesota Plumbing Code.

Each permittee is responsible for all maintenance on the approved monitoring point, including routine cleaning.

Subd. 3. Representative Sampling. Representative samples shall be collected by permittees at an approved monitoring point. Sampling shall be conducted on a normal operating

day and in accordance with standard monitoring techniques described herein. The samples shall accurately characterize the discharge, taking into account batch discharges, daily production variations, downtime, cleanup, and other operating conditions. Each permittee shall accurately determine wastewater flow volumes during periods of sample collection. Flow proportional compositing may be required. Samples shall be collected in a well-mixed region of the wastewater. In order to avoid collecting nonrepresentative amounts of sediment or floating material, the intake of the sampling device shall be placed appropriately. When using an automatic sampler, the intake line velocity shall be sufficient to ensure representative sampling of suspended solids. The minimum intake velocity should be two feet per second the minimum automatic sampler intake line inside diameter shall be one-fourth inch. When, feasible, the automatic sampler intake shall be downstream of the primary flow device.

Subd. 4. Grab and Composite Samples. Samples shall be collected as specified in the permit or as determined by the SuperintendentPublic Utilities Director. Grab and/or composite samples may be required. A series of at least four grab samples is required when analyzing wastewater ~~for~~ pH, grease and oil, cyanide, volatile organics, total phenols, and sulfides. For other parameters, grab samples may be required when the wastewater flow is not continuous or when necessary to determine the instantaneous wastewater characteristics. Grab samples shall ~~can~~ be taken manually, ~~or automatically~~. Composite samples are formed by combining discrete samples collected either manually or by an automatic sampler. Each discrete sample shall have a minimum volume of at least 100 milliliters. Discrete samples can be composited using any of the following methods: (1) equal time intervals and equal volume samples; (2) equal time intervals and unequal volume samples; or (3) unequal time intervals and equal volume samples. Flow proportional composite sampling is the designated method for sample collection for industrial permit holders. Equal time/equal volume composition may only be utilized if the hourly waste flow volumes are nearly constant during the sampling period.

Subd. 5. Sample Handling Procedures. All samples shall be contained, preserved and held in accordance with Code of Federal Regulations, Part 136. The sample temperature shall be maintained at 4° Celsius, if necessary, from the time of collection until sample analysis is performed. When applicable, additional preservation shall be performed upon sample collection.

Subd. 6. Test Procedures for Analysis of Pollutants. All measurements, tests, and analysis of the characteristics of the industrial wastewaters 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. The permittee or the contracted monitoring service and/or commercial analytical laboratory shall document analytical procedures including, but not limited to, the quality control and, if applicable, chain of custody procedures conducted on each sample. The SuperintendentPublic Utilities Director may require that any sample analysis data submitted to fulfill requirements of these rules or any permit issued thereunder be obtained from a laboratory appropriately certified by the Minnesota Department of Health.

Subd. 7. Wastewater Flow Measuring. Wastewater volumes discharged by permittees to public sewers shall be accurately determined during sampling periods using metered water supply or wastewater flow measuring devices or both. Metered water supply may be used to determine reporting period discharge volumes if the SuperintendentPublic Utilities Director determine that operating day losses can be accounted for. Operating day losses include, but are not limited to, lawn sprinkling, loss to product, or evaporation. Water meters used for wastewater discharge volume determinations shall be maintained in good operating condition. The

SuperintendentPublic Utilities Director may require outside calibration of such meters. In the event that the SuperintendentPublic Utilities Director determines that operating day losses cannot be accounting for, or that the hourly water meter volumes do not correlate with the monitoring point hourly volumes, continuous flow measuring of industrial waste discharges to public sewers shall be required. All continuous flow measuring installations shall meet the following requirements:

- a) Primary flow devices including, but not limited to, weirs and flumes, shall be installed such that proper hydraulic conditions exist. Factors used to determine the type, size, and location of a primary flow device include:
 - 1) Flow rate and velocity;
 - 2) Pipe configuration and slope;
 - 3) Turbulence;
 - 4) Presence of nearby tributary flows;
 - 5) Solids concentration; and
 - 6) Other factors.

The primary flow device shall accommodate the maximum expected flow.
The primary flow device shall be properly leveled and sealed.

- b) The flow level sensing device shall be installed at a proper distance upstream of the primary flow device and in a location where excessive turbulence is not created.
- c) All continuous flow measuring installations shall include a continuous recording device.
- d) All continuous flow measuring installations shall be maintained in good operating condition. Records of all maintenance conducted on flow measuring installations shall be kept. Maintenance includes, but is not limited to, the removal of sediment from upstream and downstream of the primary device, and the calibration of the flow meter.

Subd. 8. Inspections: Access. The SuperintendentPublic Utilities Director shall inspect the facilities of any user to ascertain whether the purpose of this Section is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the SuperintendentPublic Utilities Director ready access at all reasonable ~~tunes-times~~ to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. The SuperintendentPublic Utilities Director, MPCA and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with any security guards so that upon presentation of suitable identification, the SuperintendentPublic Utilities Director, MPCA and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Subd. 9. Confidential Information. Information received from a user shall be treated as public unless requested by the user in accordance with Subsection 700.17, and in any event in accordance with applicable law.

Subd. 10. Self-Monitoring Reports. Permittees shall submit complete and accurate self-monitoring reports to the SuperintendentPublic Utilities Director at a frequency stated in the permit. Permittees shall use report forms provided by the SuperintendentPublic Utilities Director. Self-monitoring reports may require the permittee to disclose the following information for each reporting period:

- a) General facility data;
- b) Operational data;
- c) Source and volume of all water supplies;
- d) Volumes of water used or lost;
- e) Use and volume of wastewater discharged to public sewers;
- f) Analytical results from wastewater monitoring;
- g) Description of sampling and analytical methods; and
- h) Other information as is relevant to determining compliance with these rules.

The frequency of routine reporting shall be based on the reporting schedule included in the individual permit. The minimum reporting frequency shall be quarterly. Industrial waste discharges subject to a strength charge or a cumulative annual metal limit shall report monthly. Liquid waste haulers shall report monthly. Refer to Subsection 700.27 for additional sampling and reporting requirements.

The SuperintendentPublic Utilities Director may modify the above reporting schedule for any permittee based on the permittee's industrial waste characteristics or any other relevant consideration.

Permittees subject to categorical pretreatment standards shall submit self-monitoring reports and other required reports to the BPUC-BPU in accordance with the general pent regulations established under the act and any requirement of a categorical pretreatment standard.

Permittees shall submit complete self-monitoring reports to the SuperintendentPublic Utilities Director such that the SuperintendentPublic Utilities Director has received such reports on or before the 30th calendar day of the month following the end of each applicable reporting period.

700.23 Enforcement. Subdivision 1. Slug or Accidental Discharges. The SuperintendentPublic Utilities Director may suspend the wastewater treatment service of a user or a wastewater discharge permit or either of them, (after informal notice to the discharger) when such suspension is necessary in the opinion of the SuperintendentPublic Utilities Director, 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 wastewater disposal system, or would cause the city to violate any condition of its NPDES or State Disposal System Permit.

Subd. 2. Compliance. Any user notified of a suspension of the wastewater treatment service or the wastewater disposal permit shall immediately stop the discharge. In the event of a failure of the user to comply voluntarily with the suspension order, the SuperintendentPublic Utilities Director shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the wastewater disposal system or endangerment to any individuals. The SuperintendentPublic Utilities Director shall reinstate the Wastewater Discharge Permit and/or the wastewater treatment service upon proof of the elimination of the noncomplying 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 SuperintendentPublic Utilities Director within 15 days of the date of occurrence.

Subd. 3. Revocation of Permit. In accordance with the procedures of Subsection 700.23, the SuperintendentPublic Utilities Director may revoke the permit of any user which fails to factually report the wastewater constituents and characteristics of his 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 which is in violation of conditions of its permit, this Section, or applicable State and Federal regulations.

Subd. 4. Notification of Violation. Whenever the SuperintendentPublic Utilities Director finds that any person has violated or is violating this Section, a wastewater discharge permit, or any prohibition, limitation or requirement contained herein, the SuperintendentPublic Utilities Director may serve upon such a person a written notice stating the nature of the violation. Within 30 days of the date of the notice, unless a shorter time is necessary due to the nature of the violation, a plan for the satisfactory correction thereof shall be submitted to the BPUC-BPU by the user.

Subd. 5. Show Cause Hearing; Notice of Hearing. If the violation is not corrected by timely compliance, the SuperintendentPublic Utilities Director may order any user which causes or allows an unauthorized discharge to show cause before the BPUC 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 BPUC regarding the violation, the reason why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the BPUC 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 twenty days before the hearing. Service may be made on any agent or officer of a corporation.

Subd. 6. Hearing Officials. The BPUC may itself conduct the hearing and take the evidence, or may designate any of its members or employees of the BPUC to:

- a) issue in the name of the BPUC notices of hearings requesting the attendance and testimony of witnesses and the protection of evidence relevant to any matter involved in such hearings;
- b) take the evidence; and

- c) transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the BPUC for action thereon.

Subd. 7. Transcripts. At any hearing held pursuant to this Subsection, testimony taken must be under oath and recorded stenographically. 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 therefore.

Subd. 8. Issuance of Orders. After the BPUC has reviewed the evidence, it may issue an order to the user responsible for the discharge directed 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 be issued.

Subd. 9. Legal Action. If any person discharges sewage, industrial wastes or other -wastes into the City's wastewater disposal system contrary to the provisions of this Section, Federal or State pretreatment requirements or any order of the BPUC, the City may commence an action for appropriate legal or equitable relief.

Subd. 10. Annual Publication. A list of the users significantly violating applicable pretreatment requirements or national categorical pretreatment standards during the 12 previous months shall be annually published by the City in a local newspaper. The notification shall also summarize any enforcement actions taken against the user during the same 12 months. For the purposes of this provision, significant violations are those violations which remain uncorrected 45 days after notification of noncompliance, which are part of a pattern of noncompliance over a twelve month period, or which involve a failure to accurately report noncompliance.

Subd. 11. Requests for Interpretation of Ruling. Any interested party shall have the right to request in writing an interpretation or ruling on any matter covered by this Subsection and shall be entitled to a written reply from the City.

Subd. 12. Appeal to City Council. Any decision of the SuperintendentPublic Utilities Director in the enforcement of this Section may be appealed to the City Council by filing a written petition with the City Administrator within 30 days of the SuperintendentPublic Utilities Director's ruling. The petition shall specify in detail the matter or matters involved and every ground or basis on which objections are made. The petition shall show the names, addresses and telephone numbers of all objectors and their attorney at law or spokesman. The filing of a petition shall stay all proceedings unless the SuperintendentPublic Utilities Director shall file within 72 hours after the filing of a petition a certificate stating that a stay would cause peril to life or property of specifying other good reason.

Subd. 13. Hearing. The City Council shall decide the appeal within a reasonable time and notify the attorney or spokesman. The minutes of the Council shall constitute the official record of the petition, hearing, and decision. Any party desiring a transcript of the proceedings shall furnish a qualified court reporter at their own expense.

700.25 Civil Damages, False Information, Tampering, and Penalties. Subdivision 1. Civil Damages. Any user violating any of the provisions of this Section or who has a discharge which causes a deposit, obstruction, damage, or other impairment to the City's wastewater disposal system shall be

liable to the City for any expense, loss, or damage caused by the violation or discharge. The ~~Superintendent~~Public Utilities Director may add to the user's charges and fees the cost assessed for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs is a violation of this Section. BPUC shall have authority to seek injunctive relief for noncompliance with required pretreatment standards and requirements by industrial users. POTW-authorities-BPUC shall also have authority to seek or assess civil or criminal penalties of at least \$1,000 a day for each violation by industrial users of required pretreatment standards and requirements;

Subd. 2. Falsifying and Tampering. No person shall knowingly make a false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this Section or tamper or render inaccurate any monitoring device required under this Section.

Subd. 3. Penalties. Any person violating any of the provisions of this Section is guilty of a misdemeanor.

Subd. 4. Fines. The BPUC may also establish fines for any person violating the local limits established in Subsection 700.09. The BPUC shall annually review and establish the amount of the fines. Fines shall be considered punitive to encourage compliance and will not be based on actual damages. Fines shall be assessed for a violation upon the recommendation of the ~~Superintendent~~Public Utilities Director and confirmation by the BPUC.

700.27 Determination and Levying of User Charges. Subdivision 1. Charge Levied. For the purpose of providing funds to meet the costs of operating the City's sewer collection and conveyance system and wastewater treatment plant and the facilities connected therewith, and the payment of capital charges represented by bond, certificates of indebtedness, or otherwise, which may be issued to finance the cost of additional treatment facilities, and the payment of reasonable requirements for replacement and obsolescence thereof, there is hereby levied and assessed upon each lot, parcel of land, building, or premises having any connection with the City's public sewer system, or otherwise discharging sewage, industrial wastes, water, or other liquids directly or indirectly into the public sewer system of the City, a sewer rental charge as hereinafter provided.

Subd. 2. Basis of Charge. The sewer rental to be so charged against any property within the city of the general municipal user category shall be based upon the quantity of water used at each lot, parcel of land, building, or premises as the water is measured by the water meter or meters there in use. Industrial or other users which discharge flows with concentration in BOD, SS, or other components that affect the treatment process and costs shall be charged a sewer rental which appropriately covers such additional costs.

Subd. 3. Discharge of Non-City Water into System. In the event any lot, parcel of land, building, or premises discharging sanitary sewage, industrial wastes, water, or other liquids into the sanitary sewer system of the City either directly or indirectly, is supplied in whole or in part with water not obtained from the City, the owner or occupant of such property shall cause to be installed, necessary metering equipment as approved by the ~~Superintendent~~Public Utilities Director to measure the quantity of water pumped or used and the sewer rental charge shall be based on the quantity of water so measured. Whenever the owner, lessee, or occupant fails to install such metering equipment, or where it is not practicable to measure the water consumed on

any premises by a meter or meters, the ~~Superintendent~~Public Utilities Director shall cause to be determined in such manner and by such methods as may be practicable, considered conditions and attendant circumstances in each case, the estimated volume of water from private sources which discharge into the sanitary sewer system, and such estimate shall be used in lieu of the meter volume of water from private sources to determine the sewage rental charge thereon and therefore.

Subd. 4. Unit Costs. The BPUC shall annually determine and fix the unit costs for use of the sewer system on the basis of flow (including Infiltration/Inflow) BOD, SS and any other pollutant, taking into consideration the cost of treatment of such sewage, and may increase or decrease such unit cost as often and in such amounts as may reasonably be required to accomplish the purpose of this Section.

Subd. 5. Billings. The ~~Superintendent~~Public Utilities Director shall compute the amount due for sewer user charges and render a statement thereof, at periodic intervals, as directed by the BPUC to the owner or occupant of any premises using the facilities. All amounts due thereunder shall be payable at the office of the secretary of the BPUC of the City or other designated locations.

Subd. 6. Audits. The BPUC shall once each year provide an internal audit report that will address specific areas of concern including the need to generate sufficient revenue through user charges to cover total O & M costs, the necessity of maintaining a proportionate system of user charges pursuant to 40 CFR 35 935 13 (b) and the need to review the replacement account to determine its proper level of funding.

Subd. 7. Service Outside City: Charges and Control. Property outside the City Limits which is served by and uses the sanitary sewer system shall pay the same amount of sewer rental as prescribed in the above unit costs for ~~properly~~property inside the City Limits. Additional costs may be applied for providing such service to properties outside the City Limits if such extra costs are specifically related to serving those properties. Charges for sewer service to property outside the City Limits, which is served by a collection system maintained by another governmental subdivision shall be the subject of agreements between the City and such other governmental subdivision, such agreement to be approved by the BPUC and the City Council.

a) If another municipality, or User located within another municipality, contributes wastewater to the POTWBPU plant, the Public Utilities Director shall enter into an intermunicipal agreement with the contributing municipality.

b) Prior to entering into an agreement required by paragraph a, above, the Public Utilities Director shall request the following information from the contributing municipality:

(1) A description of the quality and volume of wastewater discharged to the POTW-BPU plant by the contributing municipality;

(2) An inventory of all Users located within the contributing municipality that are discharging to the POTWBPU's plant; and

(3) Such other information as the Public Utilities Director may deem necessary.

c) An intermunicipal agreement, as required by paragraph a, above, shall contain the following conditions:

(1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and Local Limits. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City of Brainerd's ordinance or Local Limits;

(2) A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;

(3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by ~~BPUC~~BPUBPU staff; and which of these activities will be conducted jointly by the contributing municipality and ~~POTW~~BPUBPU;

(4) A requirement for the contributing municipality to provide the Public Utilities Director with access to all information that the contributing municipality obtains as part of its pretreatment activities;

(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to ~~the~~ ~~POTW~~BPUBPU's system;

(6) Requirements for monitoring the contributing municipality's discharge;

(7) A provision ensuring ~~BPUC~~BPUBPU staff access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Public Utilities Director; and

(8) A provision specifying remedies available for breach of the terms of the intermunicipal agreement

Subd. 8. Water Bills: Sewer Service Charges. The amounts due to the ~~BPUC~~BPUBPU for sewer rental charge will be computed in accordance with the provisions of this Section and statements will be rendered at the same time and on the same bill with the City water statement. If a property supplies its own water, a bill will be rendered for sewer services only.

Subd. 9. Certification of Unpaid Charges. Nothing in this Section shall be held or construed as in any way stopping or interfering with the City's right to levy as taxes against any premises affected, any delinquent or past-due sewer rental charges. Each and every sewer rental charge levied by and pursuant to this Section is hereby made a lien upon the lot, land, or premises served, and all such charges which are on October 15 of each year past-due and delinquent, shall be certified to the County Auditor as taxes on the real estate in the manner

Subd. 10. Civil Action. Any charges levied by and pursuant to this Section, not paid and becoming delinquent may be recovered from the occupant of the premises served in a civil action by the City in any court of competent jurisdiction, if the City elects to do so.

Subd. 11. Deposit of Funds. The monies received from the rates and charges herein established shall be deposited in the sewage disposal fund of the ~~BPUC~~BPU and in accordance with any bond resolution or amendment directing their payment.

Subd. 12. Allocation of Costs. The cost to be recovered pursuant to this Section and the unit cost to be fixed by the BPUC shall be determined and allocated in each of the following categories:

- a) Category "A". Operation and Maintenance of City's Wastewater Collection, Conveyance, and Treatment Facilities. This category includes the cost of administration, operation, maintenance and replacement for the City's wastewater collection, conveyance, and treatment facilities, including sludge disposal costs, and including an amount for replacement costs of equipment and real property which shall be segregated in a separate fund. Replacement costs are expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed.
- b) Category "B". Industrial Pretreatment Charge. An industrial pretreatment charge is imposed upon all industrial units subject to national or local industrial pretreatment requirements. The industrial pretreatment charge shall be the amount necessary to recover administrative costs associated with permitting and monitoring the discharge of industrial wastewater into the City's wastewater disposal system. The BPUC may adopt charges and fees in this category which may include:
 - 1) Fees for reimbursement of costs of setting up and operating the City's pretreatment program;
 - 2) Fee for monitoring, inspections, and surveillance procedures;
 - 3) Fees for reviewing accidental discharge procedures and construction;
 - 4) Fees for reviewing permit applications;
 - 5) Fees for filing appeals;
 - 6) Other fees as the BPUC may deem necessary to carry out the requirements contained herein.
- c) Category "C". Connection Charge. A connection charge is imposed upon all users in an amount necessary to recover administrative and sewer billing costs. The connection charge shall be levied on each user on an equal basis

and shall be a charge imposed in addition to the Category 'A' and Category 'B' charges. Allocation of costs to be recovered by the connection charge shall be determined by the BPUC and may include those costs attributable to wastewater collection and treatment but not directly related to unit charges for flow, BOD, and SS.

Subd. 13. Industrial Users Charge. The Category "A" industrial user charges for administration, operation, maintenance, and replacement of the wastewater collection conveyance, and treatment facilities shall be determined as follows:

- a) Unit costs for flow, BOD, and SS shall be calculated by apportioning each category cost to flow, BOD, and SS, and then dividing each cost so apportioned by the total estimated flow, BOD, and SS to be received at the wastewater treatment plant in that year.
- b) Industrial user charges shall be the sum of the procedures obtained by multiplying the unit costs as determined above by the user's actual flow, BOD, and SS during the billing period. However, in no case shall the charge be less than that determined by applying the prevailing domestic flow rate charge to the user's actual flow. In addition to the charges provided for herein, the BPUC may impose a surcharge on any industrial user pursuant to the requirements herein before or based on some other pollutant loading factor which requires special treatment at the wastewater treatment plant.
- c) Industrial sewer service charges will include user charges and may also include the annual interest and principal costs necessary to retire any bonds issued to pay for construction with such debt retirement costs to be determined and allocated in same manner as described for annual operating costs herein before.

(Amended Ord. 837 – 1985, Ord. 1046 – 1998)

Subd. 14. Measurements of Strength and Volume. When required by the SuperintendentPublic Utilities Director, each industrial user shall install suitable measuring, sampling, and analyzing devices in compliance with the sewer use code, as required hereinbefore. The SuperintendentPublic Utilities Director shall not require installation of such devices where the industrial user has concentrations of BOD, and suspended solids no greater than the concentrations of such constituents in the general municipal flow and a satisfactory method and access exist for sampling and determining the total daily sewage flow. In such cases, the charges to those industrial users shall be based on the flow rate as determined and on BOD, and SS loads equal to the average load of the general municipal flow. Each industrial user required by the SuperintendentPublic Utilities Director to install and maintain sewerage monitoring facilities shall submit to the SuperintendentPublic Utilities Director a monthly report of daily flow, BOD, and SS, on a form approved by the SuperintendentPublic Utilities Director. This report shall be used for billing purposes and shall be submitted prior to the 15th day of the subsequent month. The SuperintendentPublic Utilities Director shall have the right to periodically or continuously inspect the monitoring facilities, to measure, sample, and analyze the user's flow and to analyze the samples obtained by the industrial user. In the event of any discrepancy between the flows or loads determined by the SuperintendentPublic Utilities Director and the industrial user, the values determined by the SuperintendentPublic Utilities Director

Director shall be used for billing purposes. All measurements, tests, and analysis of the characteristics of sewage concentration shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Waste Water", published by the American Public Health Association and shall be determined at the control manhole provided or upon suitable samples taken at said manhole. In the event that no special manhole is available, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. A 24-hour composite sample of the sewage shall be taken by the SuperintendentPublic Utilities Director at least once each year on those customers being assessed a surcharge for the purpose of verifying sample results.

Subd. 15. Charges for Non-Industrial Users. The Category "A" charge for general users for this Section shall be determined as follows: unit costs for flow, BOD, SS shall be calculated by apportioning the total annual cost of Category A to Flow, BOD, and SS. The general users charge shall be the sum of the products obtained by multiplying the unit costs as determined above by the flow, BOD, and SS loadings of 1000 gallons of domestic wastes. The charges to domestic users shall be the product of the unit cost obtained in accordance with paragraph one above and the quantity of water used by such user as measured by the City water meter on the premises. The charges to commercial users with BOD and SS concentrations equal to or less than domestic wastes shall be the product of the unit cost obtained in accordance with paragraph one above and the quantity of water used by such user as measured by the City water meter on the premises. The charges to institutional users with BOD and SS concentrations equal to or less than domestic wastes shall be the product of the unit cost obtained in accordance with paragraph one above and the quantity of water used by such user as measured by the City water meter on the premises. The charges to governmental users with BOD and SS concentrations equal to or less than domestic wastes shall be the product of the unit cost obtained as described above and the quantity of water used by such user as measured by the water meter on the premises. In the event a general municipal user is not supplied with City water or the water so used is not measured, the user charge shall be fixed and determined by the SuperintendentPublic Utilities Director in such methods as it may find just, equitable, and practicable. In the event sewer service is disconnected by the City during any quarter for any reason, the sewer service charge shall be reduced proportionately in the same manner that water service rates are reduced. If a substantial portion of the water utilized by any user is not discharged into the sewer system, the volume of such water shall be deducted in computing the sewer use charge provided a separate meter is installed to measure such volume. The user desiring to install such separate meter shall make application and payment for the meter to the SuperintendentPublic Utilities Director -and engage, at its own expense, a plumber to effect the necessary piping changes and install the couplings so the meter can be set. Non-industrial sewer service charges will include user charges and may also include the annual interest and principal cost necessary to retire any bonds issued to pay for construction with such debt retirement costs to be determined and allocated in the same manner described for annual operating costs hereinbefore.

(Amended Ord. 837 – 1985, Ord. 1046 – 1998)

Subd. 16. Control Structure. When required by the SuperintendentPublic Utilities Director -the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control structure, together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of wastes. The structures and equipment when required shall be constructed at the owner's expense in accordance with plans approved by the SuperintendentPublic Utilities Director -and shall be

maintained by the owner so as to be safe and accessible at all times. Refer to Subdivision 2 of 700.21 for specific requirements for a control structure (monitoring point).

Subd. 17. Measurement, Tests, Standard. All measurements, tests, and analyses of the characteristics of water and wastes to which reference is made in this Section shall be determined in accordance with 40 CFR 136 (Guidelines Establishing Test Procedures for Analysis of Pollutants): the latest edition of Standard Methods for the Examination of Water and Wastewater, and shall be determined at the control structure provided, or upon suitable samples taken at said control structure in the event that no special structure has been required, the control structure shall be construed to be the nearest downstream manhole in the public sewer from the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards of life, limb and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premises is appropriate, or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24hour composite of ail outfalls whereas pHs are determined from periodic grab samples.)

Subd. 18. Other Test. The SuperintendentPublic Utilities Director -may conduct such tests as are necessary to enforce this regulation, and employees of the BPUC-BPU 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 SuperintendentPublic Utilities Director -for the purposes of checking to determine if a previously found violation of this Section has been corrected, the cost of such tests shall be charged to the user or added to the user's sewer charges. In those cases where the SuperintendentPublic Utilities Director -determines that the nature or volume of a particular user's sewage required more frequent than normal testing, the SuperintendentPublic Utilities Director -may charge such user for the tests, after giving the user ten days written notice of its intention to do so, and the cost thereof shall be added to the user's sewer charge. In any case where industrial wastes are discharged to a public sewer, the SuperintendentPublic Utilities Director -may require the user at its own expense to test the discharge on a regular basis and to report the test results to the SuperintendentPublic Utilities Director -within a reasonable time. All such tests shall be as ordered by the SuperintendentPublic Utilities Director -and shall be conducted by qualified personnel in accordance with the standards set out in this Section. Refer to Subsection 700.21 for the specific requirements for sampling and testing for industries with discharge permits.

(Amended Ord. 1046 – 1998)



BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401

Business Office: 218.829.8726 ■ **Repair Service:** 218.829.2193

www.bpu.org

To: Brainerd Public Utilities Commission

From: Todd Wicklund *Tow*

Date: July 20, 2023

Re: Implementation of Large Interruptible Power Rate Class

My recommendation is the current Interruptible Medium and Large Industrial Rates be combined into a Large Interruptible Power Rate. The effective rate change would be September 1, 2023.

Current Interruptible Medium Industrial Rate

Applicable to demand metered customers who have a demand from 20 MW (20,000 kW) to 50 MW (50,000 kW). This interruptible demand service is subject to a 10 minute disconnect notice from MISO. Customers eligible for this rate will provide BPU with a Large Industrial Power Agreement with terms and conditions acceptable to BPU and to any other regulatory body requiring approval.

Monthly Service Charge:	\$500.00 per month
Distribution Demand Charge:	All kW per month @2.095 per kW
BPU Substation Recovery Charge:	All kWh per month @ \$0.001 per kWh
Power Supply and Transmission Service:	Actual incurred monthly pass-through costs

Power Supply and Transmission Service Costs are actual monthly costs incurred by BPU power provider American Electric Power Energy Partners (AEPEP) to supply necessary energy to BPU each month to meet electric needs of customers subject to this rate. These costs will be passed through from BPU to the subject customer monthly.

Current Interruptible Large Industrial Rate

Applicable to demand metered customers who have a demand 50 MW (50,000 kW) or greater). This interruptible demand service is subject to a 10 minute disconnect notice from MISO. Customers eligible for this rate will provide BPU with a Large Industrial Power Agreement with terms and conditions acceptable to BPU and to any other regulatory body requiring approval.

Monthly Service Charge:	\$1,000.00 per month
Monthly Capacity Charge:	\$26,250.00 per month
Distribution Demand Charge:	All kW per month @0.525 per kW
BPU Substation Recovery Charge:	All kWh per month @ \$0.001 per kWh
Power Supply and Transmission Service:	Actual incurred monthly pass-through costs

Power Supply and Transmission Service Costs are actual monthly costs incurred by BPU power provider American Electric Power Energy Partners (AEPEP) to supply necessary energy to BPU each month to meet electric needs of customers subject to this rate. These costs will be passed through from BPU to the subject customer monthly.

Proposed New Large Interruptible Power Rate

Applicable to demand metered customers who have a demand 5 MW (5,000 kW) or greater). This interruptible demand service is subject to a 10 minute disconnect notice from MISO. Customers eligible for this rate will provide BPU with a Large Industrial Power Agreement with terms and conditions acceptable to BPU and to any other regulatory body requiring approval.

Monthly Service Charge:	\$500.00 (5-24 MW) per month \$1,000.00 (25-49 MW) per month \$1,500.00 (50+ MW) per month
Distribution Demand Charge:	\$2.95 per kW
Distribution Substation Recovery Charge:	\$0.00075 per kWh
Distribution PILOT Charge:	\$0.00025 per kWh
Power Supply and Transmission Service:	Actual incurred monthly pass-through costs

Power Supply and Transmission Service Costs are actual monthly costs incurred by BPU power provider American Electric Power Energy Partners (AEPEP) to supply necessary energy to BPU each month to meet electric needs of customers subject to this rate. These costs will be passed through from BPU to the subject customer monthly.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Brainerd, Minnesota ("City"), the United Steel Workers, Local No. 9230 Unit 09 ("USW"); and International Brotherhood of Electrical Workers Local Union No. 31, ("IBEW"). The City, USW, and IBEW are referred to collectively as "the Parties," and each individually as a "Party."

WHEREAS, USW and the City entered into a Master Agreement, dated January 1, 2022 through December 31, 2024 ("USW CBA"), governing the general terms and conditions of employment for USW employees with the City; and

WHEREAS, IBEW and the City entered into a Master Agreement, dated January 1, 2022 through December 31, 2023 ("IBEW CBA"), governing the general terms and conditions of employment for IBEW employees with the City; and

WHEREAS, USW employees work at the Brainerd Hydro Dam; and

WHEREAS, USW has advised the City that several employees in the bargaining group covered by the USW CBA ("USW Employees") anticipate upcoming absences, including for medical purposes; and

WHEREAS, Certain City employees in the bargaining group covered by the IBEW CBA ("IBEW Employees") are able to perform duties at the Brainerd Hydro Dam on a temporary basis when one or more USW Employees is/are unable to do so; and

WHEREAS, the Parties are interested in allowing IBEW Employees to work on a temporary assignment at the Brainerd Hydro Dam to assist the City in meeting the maintenance and operational needs of the facility when a USW Employee is absent or otherwise unable to perform his or her job duties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this MOU, including the relinquishment of certain legal rights, the Parties hereby agree as follows:

1. **Temporary Assignment to Cover Absences.** The City may temporarily assign one or more IBEW Employees to perform work normally performed by USW Employees at the Brainerd Hydro Dam in the event one or more USW Employees are absent or otherwise unable to perform their assigned work. Assignments will be at the City's discretion and based on operational needs including employee qualifications and availability.

2. **Compensation for Temporary Assignment.** Any IBEW Employee temporarily assigned to assist with operational or maintenance needs at the Brainerd Hydro Dam will be compensated at their normal rate of pay as an IBEW Employee. If an IBEW Employee is assigned to cover an absence of a USW Employee, the IBEW Employee shall receive the Step 1 Hydro Operator rate of pay or their normal rate of pay as an IBEW Employee, whichever is greater.

Any IBEW Employee temporarily assigned at the Brainerd Hydro Dam will receive salary and benefits, including insurance benefits and leaves of absence, as provided in the IBEW CBA and as clarified herein. Time spent serving in the temporary assignment pursuant to this Memorandum of Understanding will be counted as years of service for purposes of calculating the IBEW Employee's salary, seniority, and other benefits of the IBEW CBA. Only a possible wage adjustment to the Step 1 Hydro Operator Wage from the USW CBA may apply to an IBEW Employee during their temporary assignment. IBEW employees are not subject to USW union membership and/or union dues during any such temporary assignment.

3. **Waiver of Right to File Grievance.** USW and IBEW hereby waive any right they may have to file a grievance, request a hearing, or pursue any other action against the City regarding the terms of this MOU, the assignment of any IBEW Employee to perform work normally performed by a USW Employee as allowed in this MOU, or any other matter arising out of or relating to this MOU, other than its enforcement.
4. **No Precedent or Past Practice.** Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the respective CBA between the Parties. No Party may submit this MOU in any proceeding as evidence of a precedent or practice.
5. **Effective Date and Duration.** Unless specifically renewed, in writing signed by the Parties, this MOU shall expire upon December 31, 2024.
6. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
7. **Choice of Law and Severability.** This MOU shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this MOU found to be invalid, illegal or unenforceable shall not render this MOU void or unenforceable. If any particular provision of this MOU shall be adjudicated to be invalid or unenforceable, the Parties specifically authorize the tribunal making such determination to sever and/or replace the invalid or unenforceable provision

of this MOU to allow this MOU and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law.

8. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties relating to the subject matter described in this document. No Party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of USW CBA or IBEW CBA. No changes to this MOU are valid unless they are in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have entered into this MOU on the dates shown below.

By signing below, each Party acknowledges that it has had an opportunity to review this MOU with a representative or legal counsel and that it understands and voluntarily agrees to be legally bound by all terms of the MOU.

CITY OF BRAINERD

Date: _____

City Administrator

**UNITED STEEL WORKERS,
LOCAL NO. 9230 UNIT 09**

Date: 7-18-23



Union Representative

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 31**

Date: 7-19-23



Union Representative



Electric Distribution Supervisor

Department/Division: Electric
Exempt

FLSA Status:

General Definition of Work

Performs difficult advanced technical and administrative work supervising the construction, operation, maintenance and repair of BPU's electrical distribution and hydro electrical generation systems and related work as required. Work is performed under general direction of BPU Superintendent the Operations Manager. Continuous supervision is exercised over personnel in the electric distribution and construction crews and the &-hydro electrical distribution -systems.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Administer/direct the construction, operation, and maintenance of the electric distribution, electric generation, metering, and substation facilities in accordance with established utility/regulatory laws and policies.
- Prioritize both capital and maintenance work in order to meet system needs and maintenance goals.
- Participate in the development and administration of capital and operating budgets and monitor effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Determine department safety requirements and implement necessary safety training programs. Conduct audits to ensure compliance to safety rules/procedures.
- Participate at a management level in organizational discussions/decisions on strategic planning, organizational benchmarks, core values/behaviors, process improvements, and other organization initiatives.
- Responsibilities include training, inspecting and assigning work, developing staff schedules, coaching and counseling, conducting performance evaluations, disciplining, and recommending hiring and terminating personnel.
- ~~Inspects and monitors the electrical & hydro systems and equipment to ascertain that it is in proper operation at all times; oversees the repair and maintenance of equipment and reports major repair needs to Superintendent; assists in troubleshooting electrical, mechanical, hydraulic and pneumatic systems.~~
- Oversees the maintenance records of electrical and hydro operations-distribution system and prepares periodic reports for submission to local, state and federal regulatory agencies, superiors or others as required.
- Confers with consultants and engineers; and federal and state agencies.
- Consults with vendors; orders equipment and parts.
- Participates in the work performed by electric crews and hydro personnel in emergency situations.
- Assists with voltage, power quality, and other customer complaints and/or problems.
- Attendance at continuing education events applicable to the position is strongly encouraged.
- Assists other Brainerd Public Utilities service crews as needed and in emergencies.
- Attends meetings, workshops and training seminars to keep abreast of industry changes.
- Performs other duties as assigned.

Knowledge, Skills and Abilities

- Thorough knowledge of the operating characteristics and maintenance requirements of the electric department including tools, materials, and equipment with the ability to detect flaws and to determine proper remedial measures.

- Thorough knowledge of the rules and regulations governing equipment operations and utility repair work performed in or on public roads and right-of-ways;

Electric Supervisor Job Description

Page 2

Knowledge, Skills and Abilities (Cont.)

- Thorough knowledge of the occupational hazards of the work and of necessary safety precautions to comply with BPU, NESC, and OSHA safety requirements;
- Leadership including problem solving and decision making;
- Ability to read, interpret, and implement documents such as BPU safety rules, operating and maintenance instructions, procedure manuals, and policies;
- Ability to write reports, business correspondence and procedure manuals;
- Ability to effectively present information and respond to questions from subordinates, supervisors, regulatory agencies, and customers;
- Developed mathematical skills;
- Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists;
- Ability to adapt to changes in procedures and workload and able to maintain composure when confronted with stressful situations;
- Ability to read and develop complex electrical distribution system plans and schematic diagrams;
- Ability to develop and interpret a variety of instructions and plans furnished in written, oral, and drawing form;
- Knowledgeable in electronics and computer technology and applications including Supervisory Control and Data Acquisition System (SCADA);
- Ability to understand and follow moderately complex oral and written instructions; ability to read meters and charts accurately and to maintain records of operations;
- Ability to assign and supervise the work of others;
- Ability to establish and maintain effective working relationships with employees, regulatory agency officials and the general public.

Education, Experience and Special Requirements

- High School Diploma or general education degree (GED).
- Graduate of electrical lineworker program at a vocational or technical college.
- The qualified candidate must have successfully completed a Lineman Apprenticeship Program or equivalent Lineman training courses.
- Must be a journeyman lineman or combination of experience and training to meet BPU requirements as determined by the BPU Superintendent Public Utilities Director.
- Must have a minimum of ten years experience as a lineworker; utility and supervisory experience preferred.
- Minnesota Class A commercial driver's license with air brake endorsement or the ability to obtain within six months of hire.

Physical Requirements

This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force, and exertion of up to 100 pounds of force rarely-not daily; work regularly requires standing, speaking or hearing, using hands to finger, handle or feel, climbing or balancing and reaching with hands and arms, frequently requires walking, stooping, kneeling, sitting, bending, crouching or crawling, pushing or pulling, lifting and repetitive motions and occasionally requires tasting or smelling; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions including extreme heat or cold, wet/humid conditions (non-weather), and risk of electrical shock, occasionally requires working near moving mechanical parts and working in high, precarious places; occasionally exposed to vibration, noise, fumes or airborne particles and rarely exposed to toxic or caustic chemicals; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic). The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective gear.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Last Revised: January 1, 2018 July 21, 2023



MAINTENANCE JOURNEYMAN ELECTRICIAN

Department/Division:
Non-Exempt

Electric

FLSA Status:

General Definition of Work

Performs skilled work in the construction, operation, maintenance and repair of the Utility's electrical and metering systems and equipment; performs related work as apparent or assigned. Work is performed under the general supervision of ~~an Electric Supervisor~~ the Operations Manager.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. The omission of specific statements of duties does not exclude employee from the position if the work is similar, related, or a logical assignment to the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- Inspect, maintain, dismantle, repair, test, alter, install and reassemble such electrical and electronic equipment as motors, generators and related auxiliary equipment, circuit breakers, control equipment, relays, signals, power and light circuits, programmable logic controllers and other digital control systems, SCADA, transformers, revenue meters, and other power equipment.
- Test and repair problems on high and low voltage electrical and electronic circuits and systems including substation and recloser inspections.
- Assist in the planning and layout of jobs including parts and equipment identification and ordering needed to complete the job.
- Prepare work permits and administer the Lock Out/Tag Out program, or similar systems, as it applies to the equipment under the control of the Maintenance Electrician.
- Operate bridge cranes, forklifts, scissor lifts, and other mobile equipment as required.
- Clean electrical equipment, electrical equipment areas, and shop areas, as required.
- Maintain generators and related auxiliaries; inspect and lubricate motors and controllers; conducts monthly generator inspections and testing.
- Preventative maintenance activities and equipment performance analysis using diagnostic technologies and portable test equipment.
- Participation in the on-call rotation is required; Responds to trouble and emergency calls and performs necessary maintenance. Willingness to accept call out/call back for outages and emergency repairs is essential. Call out/call back can be declined for good cause only.
- Read, interpret, modify, and implement technical information found in manufacturer's technical manuals, electrical drawings and blueprints, and operating and maintenance procedures.
- Participate in ongoing training to maintain and enhance skills required to perform all Maintenance Electrician duties and assist in the training of others.
- Establish/review metering and metering related equipment inventory; assists in ordering all meters and supplies.
- Determine type and size of meters and associated equipment for service installations.
- Assists with distribution load studies and power factor studies.
- Assists customers with voltage/high bill complaints; May assist electricians in special problems on customer premises.
- Prepares required records of installation, repair and maintenance of facilities; Generates reports as needed.
- Performs electrical construction and alteration of Utility electrical equipment and systems.
- Ability to interface with the public in a professional manner and to effectively communicate orally and in writing. Must be willing to accept overtime assignments.
- Utilizes appropriate leadership and human relationship skills in working with other employees and the public.
- Assists with locating and fault finding.

- Performs other duties when assigned or when necessary.

Knowledge, Skills and Abilities

- Must have substantial knowledge and aptitude in instrument control, maintenance, instrument transformer connections, testing, troubleshooting and addressing problems associated with the electrical system.
- Thorough knowledge of electric utility safety practices and specialized use of tools and meter test equipment.
- Thorough knowledge of all types of electrical construction materials and methods.
- Considerable knowledge of modern developments, current literature, and sources of information in the field of electrical construction and maintenance.
- Thorough understanding of metering theory, electrical distribution practices,
- Good working knowledge of personal computers including AMI software (Command Center) and building temperature control software/system.
- Ability to inspect and analyze malfunctions in electrical and mechanical equipment;
- Thorough knowledge of the hazards connected with electrical distribution system maintenance and the necessary safety precautions to comply with BPU, NESC, NEC, and OSHA safety requirements.
- Ability to read and interpret documents such as BPU safety rules, operating and maintenance instructions, procedure manuals, and policies.
- Ability to listen and speak effectively; follow oral and written instructions.
- Ability to establish and maintain effective working relationships with coworkers, supervisors, and customers.
- Demonstrates the ability to adopt to change in procedures and workload and able to maintain composure when confronted with stressful situations.
- Maintains skills and knowledge in the proper and safe techniques for performing job functions.

Education and Experience

Minimum Requirements:

1. High School Diploma or general education degree (GED);
2. Possess and maintain a MN Class D driver's license;
3. Licensed as a Class "A" Journeyman electrician to bid on this position.
4. ~~Must hold and maintain a valid Class "A" Master Electrician's license within 18 months of hire to remain in this classification.~~

Preferred:

1. Graduation from Technical/Community College training program with specialized training in the electrical trades.
2. Considerable experience involving a wide variety of residential, commercial, and industrial electric operations.
3. Training and/or experience in electric revenue metering to include installation, maintenance, retrofitting, programming, and repair of electric revenue meters.

Physical Requirements

This is heavy work requiring the exertion of up to 75 pounds of force occasionally, 50 pounds of force frequently, and/or up to 20 pounds of force constantly to move objects; work frequently speaking or hearing and using hands to finger, handle or feel and occasionally requires standing, walking, sitting, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, tasting or smelling, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to the risk of electrical shock and occasionally requires wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to extreme heat (non-weather) and exposure to vibration; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as the needs of the employer and requirements of the job change.



BRAINERD PUBLIC UTILITIES

8027 Highland Scenic Rd • P.O. Box 373 • Brainerd, Minnesota 56401

Business Office: 218.829.8726 ■ **Repair Service:** 218.829.2193

www.bpu.org

Brainerd Public Utilities Public Utilities Director Report July 25, 2023

May 2023 Financial Report

Will be available at August 29th board meeting.

Water Treatment Facility Asset Assessment Inventory

Had first walk-through of Water Treatment Facility with Bolton & Menk engineers to help them determine how to approach the task. The next site visit is scheduled for July 28th.

Lead Service Line (LSL) Assessment Application

Completed LSL inventory grant application with Minnesota Department of Health. Will be working with Bolton & Menk to complete assessment by deadline of October 16, 2024.

Rewrite of City Water System Ordinance

Ongoing meetings are being held between BPU and City staff regarding the drafting of a revised City Water System Ordinance. These discussions include ownership of service lines, and inspections to name a few. This project is of high importance.

Northeast Minnesota Municipal Power Agency (NEMMPA) Membership

The Commission voted several months ago to cease membership in NEMMPA, however, the actual written notification has not been sent to NEMMPA. My recommendation is to hold off sending the final resignation letter for a few weeks because new State law dealing with utilities such as BPU will need serve more of its electric load with renewable energy resources and the requirements are different for municipal utilities that are part of a power agency. There may be benefits for BPU to remain a member of NEMMPA in the future.

Joint Wastewater Management Board Meeting

The JWMB met to discuss current operating and capital needs of the wastewater treatment plant. There was a discussion of the various loadings and flows. The next meeting date has not been determined.

Solar Project Opportunity

Along with Trent Hawkinson and Commissioner Angland met with a group of landowners who own parcels of land near main substation who are interested in working with BPU in developing solar projects. We are in the process of assessing the merits of the project. A future meeting is being planned with landowners to discuss the various options available.

MMUA Summer Conference

Four BPU staff will be attending the MMUA Summer Conference in Duluth on August 21-23 (myself, Trent Hawkinson, Charlie Gammon, and Jason Engholm).

HR Director's BPU Report – see Attached Report

Department Activity Reports From:

- Operations Manager
- Wastewater Treatment Supervisor

Next Board Meeting – August 29, 2023

HR Director's Report to BPU Commission

July 20, 2023

Personnel:

A BPU Department employee is currently off from work for a non-work-related medical issue. The Finance Manager job has been posted and the application deadline is 4:30 pm on July 27th.

Hydro Dam Facility:

Both the United Steel Workers (USW) and IBEW Local No. 31 (Public Utility) Union representatives have agreed to extending the Memorandum of Understanding (MOU) allowing IBEW employees to temporarily perform work at the Hydro facility. The original MOU was set to expire on December 31, 2023; however, the negotiated MOU extension will now expire by one year to December 31, 2024. Please note this date is when the current USW Union contract expires. This extension was negotiated realizing three out of five Hydro Operators had retired by the end of June and that automation of the Hydro facility is in process. This extension will give us time to continue automation and also to determine future staffing needs. A copy of the signed MOU extension is attached. Staff requests that the Commission recommend approval of the MOU to the City Council.

Joint City Council/BPU Commission Meeting:

The City Council and BPU Commission will hold a joint meeting on July 31st. One of the topics for the meeting is reorganization of the BPU Department. At your June meeting, Public Utilities Director Wicklund provided his recommendations via a draft BPU Department Organizational Chart. We are planning to include that chart in the joint meeting agenda packet to allow for discussion and ultimately for Council consideration of the Department's reorganization.

2023 Classification and Compensation Study:

The HR Director and City Administrator have been reviewing and providing feedback to Flaherty & Hood regarding the draft Position Classification Evaluation Workbook and the draft Market Data Workbook. Staff will be asking Council to hold a Work Session on August 28th for Flaherty & Hood to present their findings and implementation recommendations.

Wellness Committee:

The Wellness Committee's July Lunch-n-Learn was held on July 20th at our new Lyman P White Park by taking a walk along the river (great for mental health) and also enjoying a BBQ lunch. This Lunch-n-Learn was very well attended with over 80 employees participating.

Also, please mark your calendars for the 2023 Employee Appreciation Event that will be held on September 6th at Lum Park. The City Council has approved allowing city facilities to close for two hours between 11:30 and 1:30 to allow employees to attend the event.

Innovation and Exceptional Service Awards:

Applications to nominate employees for our annual Innovation and Exceptional Service Awards have been distributed to Staff. The nomination deadline is 4:30 pm on Monday, August 7th. We are hoping that a BPU Commissioner would consider helping us review the nominations to select our 2023 award winners – the review date is tentatively set for August 9th. Please contact Kris if you are interested helping with the award selection process

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Brainerd, Minnesota ("City"), the United Steel Workers, Local No. 9230 Unit 09 ("USW"); and International Brotherhood of Electrical Workers Local Union No. 31, ("IBEW"). The City, USW, and IBEW are referred to collectively as "the Parties," and each individually as a "Party."

WHEREAS, USW and the City entered into a Master Agreement, dated January 1, 2022 through December 31, 2024 ("USW CBA"), governing the general terms and conditions of employment for USW employees with the City; and

WHEREAS, IBEW and the City entered into a Master Agreement, dated January 1, 2022 through December 31, 2023 ("IBEW CBA"), governing the general terms and conditions of employment for IBEW employees with the City; and

WHEREAS, USW employees work at the Brainerd Hydro Dam; and

WHEREAS, USW has advised the City that several employees in the bargaining group covered by the USW CBA ("USW Employees") anticipate upcoming absences, including for medical purposes; and

WHEREAS, Certain City employees in the bargaining group covered by the IBEW CBA ("IBEW Employees") are able to perform duties at the Brainerd Hydro Dam on a temporary basis when one or more USW Employees is/are unable to do so; and

WHEREAS, the Parties are interested in allowing IBEW Employees to work on a temporary assignment at the Brainerd Hydro Dam to assist the City in meeting the maintenance and operational needs of the facility when a USW Employee is absent or otherwise unable to perform his or her job duties.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and agreements contained in this MOU, including the relinquishment of certain legal rights, the Parties hereby agree as follows:

1. **Temporary Assignment to Cover Absences.** The City may temporarily assign one or more IBEW Employees to perform work normally performed by USW Employees at the Brainerd Hydro Dam in the event one or more USW Employees are absent or otherwise unable to perform their assigned work. Assignments will be at the City's discretion and based on operational needs including employee qualifications and availability.

2. **Compensation for Temporary Assignment.** Any IBEW Employee temporarily assigned to assist with operational or maintenance needs at the Brainerd Hydro Dam will be compensated at their normal rate of pay as an IBEW Employee. If an IBEW Employee is assigned to cover an absence of a USW Employee, the IBEW Employee shall receive the Step 1 Hydro Operator rate of pay or their normal rate of pay as an IBEW Employee, whichever is greater.

Any IBEW Employee temporarily assigned at the Brainerd Hydro Dam will receive salary and benefits, including insurance benefits and leaves of absence, as provided in the IBEW CBA and as clarified herein. Time spent serving in the temporary assignment pursuant to this Memorandum of Understanding will be counted as years of service for purposes of calculating the IBEW Employee's salary, seniority, and other benefits of the IBEW CBA. Only a possible wage adjustment to the Step 1 Hydro Operator Wage from the USW CBA may apply to an IBEW Employee during their temporary assignment. IBEW employees are not subject to USW union membership and/or union dues during any such temporary assignment.

3. **Waiver of Right to File Grievance.** USW and IBEW hereby waive any right they may have to file a grievance, request a hearing, or pursue any other action against the City regarding the terms of this MOU, the assignment of any IBEW Employee to perform work normally performed by a USW Employee as allowed in this MOU, or any other matter arising out of or relating to this MOU, other than its enforcement.
4. **No Precedent or Past Practice.** Nothing in this MOU shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the respective CBA between the Parties. No Party may submit this MOU in any proceeding as evidence of a precedent or practice.
5. **Effective Date and Duration.** Unless specifically renewed, in writing signed by the Parties, this MOU shall expire upon December 31, 2024.
6. **Equal Drafting.** In the event any Party asserts that a provision in this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.
7. **Choice of Law and Severability.** This MOU shall be construed and interpreted in accordance with the laws of the State of Minnesota. Any term or condition of this MOU found to be invalid, illegal or unenforceable shall not render this MOU void or unenforceable. If any particular provision of this MOU shall be adjudicated to be invalid or unenforceable, the Parties specifically authorize the tribunal making such determination to sever and/or replace the invalid or unenforceable provision

of this MOU to allow this MOU and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law.

8. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties relating to the subject matter described in this document. No Party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the terms of USW CBA or IBEW CBA. No changes to this MOU are valid unless they are in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have entered into this MOU on the dates shown below.

By signing below, each Party acknowledges that it has had an opportunity to review this MOU with a representative or legal counsel and that it understands and voluntarily agrees to be legally bound by all terms of the MOU.

CITY OF BRAINERD

Date: _____

City Administrator

**UNITED STEEL WORKERS,
LOCAL NO. 9230 UNIT 09**

Date: 7-18-23



Union Representative

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 31**

Date: 7-19-23



Union Representative