

CITY OF NASHWAUK
NASHWAUK PUBLIC UTILITIES COMMISSION

City of Nashwauk
301 Central Avenue
Nashwauk, MN 55769
p: 218-885-1210

TUESDAY, JULY 21, 2020

NPUC COMMISSION

E. Milton Latvala
Chair

Mike Anderson
Commissioner

Joe Klamm
Commissioner

Edward Bolf
Commissioner

Kevin Bodin
Commissioner

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. APPROVAL OF MINUTES**
 - a. Minutes of the June 16, 2020 NPUC meeting.
- 4. APPROVAL OF CLAIMS**
- 5. OLD BUSINESS**
 - a. East Itasca Joint Sewer Project Update
 1. Consider approval of the proposal from Northeast Technical Services for Collimated Beam Sampling at Nashwauk WWTP and Keewatin in the amount of \$1,182.50.
- 6. NEW BUSINESS**
 - a. None.
- 7. PUBLIC COMMENT.** Members of the public are welcome to address the Commission. Please provide your name, brief description of the subject matter, and keep comments to 5 minutes.
- 8. ADJOURN**

**City of Nashwauk
Nashwauk Public Utilities Commission
June 16, 2020**

Chairman Latvala called the meeting to order at 3:00 p.m. in the Council Chambers of City Hall.

Members present: Commissioner Bolf, Commissioner Bodin, Commissioner Anderson, Chairman Latvala. Commission Klamm attempted to connect to the meeting via Zoom but was unsuccessful.

Also present: Charlie Kautto, April Kurtock, Engineer Jamnick.

Adoption of Agenda

*Motion by Commissioner Anderson, seconded by Commissioner Bodin to adopt the agenda of the June 16, 2020 Nashwauk Public Utilities Commission Meeting.

Ayes: all present. Motion carried.

Approval of Minutes

*Motion by Commissioner Bodin, seconded by Chairman Latvala to approve the minutes of the April 19, 2020 Nashwauk Public Utilities Commission Meeting.

Ayes: all present. Motion carried.

Approval of Claims

*Motion by Commissioner Bolf, seconded by Commissioner Bodin to approve all claims signed and file the claims register as official record.

Ayes: all present. Motion carried.

Commissioner Bolf noted that one Minnesota Power bill had been expensed to electric, when it should be expensed to sewer, as the electric was used to power the lift station.

Old Business

East Itasca Joint Sewer Project Update

Engineer Jamnick said the Minnesota Pollution Control Agency had granted final approval of the facility plan for the construction and operation of a Class C wastewater treatment facility.

5-Year Capital Improvement Plan

Engineer Jamnick said the equalization basin project would be completed this year.

New Business

Fund Transfer

*Motion by Commissioner Bolf, seconded by Commissioner Bodin to approve the transfer of \$61,937.79 from Fund 175 to Fund 602 to cover the 2020 payment to the Minnesota Public Facilities Authority.

Ayes: all present. Motion carried.

South Pump House Repairs

*Motion by Commissioner Bodin, seconded by Commissioner Bolf to approve the quote from Iron Country Electric & Repair in the amount of \$3,154.37 to complete electrical repairs to the South Pump House.

Ayes: all present. Motion carried.

Garbage Rates

Commissioner Bolf expressed concern about the garbage revenue not covering expenses. He recommended increasing the costs of dumpster rental fees and all garbage rates.

*Motion by Commissioner Bolf, seconded by Commissioner Bodin to increase the 2-yard dumpster rental rate from \$50.00 to \$75.00 plus tax; and the 6-yard dumpster rental rate from \$100.00 to \$125.00 plus tax.

Ayes: all present. Motion carried.

*Motion by Commissioner Bolf, seconded by Commissioner Anderson to raise all residential and commercial garbage rates by \$1.00 per month effective immediately.

Ayes: all present. Motion carried.

Pole Replacement

Charlie Kautto noted that he was still struggling to get Centurylink to respond to a request to replace reject electrical poles.

Public Comment

None.

Adjourn

*Motion by Commissioner Anderson, seconded by Commissioner Bodin to adjourn at 3:30 p.m.

Ayes: all present. Motion carried.

Secretary



July 21, 2020

Mr. Preston Tripp
JPJ Engineering
425 Grant Street
Hibbing, Minnesota 55746

RE: **2020 Cost Estimate for Collimated Beam Sampling at Keewatin & Nashwauk WWTP, MN.**

Dear Preston:

Northeast Technical Services (NTS) is pleased to present the following proposal and cost estimate for the Collimated Beam Sampling on the effluent streams at Keewatin & Nashwauk WWTP. This scope of work is intended to address all the Request for Proposal (RFP) dated July 20, 2020.

At your request, NTS has included costs in accordance to the RFP, to more accurately estimate the costs. Also, timeliness and efficiency will be implemented whenever possible, with the assistance of Keewatin & Nashwauk personnel, if available. As is customary, NTS will not bill in excess of actual work performed or costs incurred. We will not exceed the purchase order amounts shown below unless JPJ Engineering requests a significant change in scope. Any out-of-scope work requests will be billed based on an agreed upon revised purchase order, or at 2020 rates on a "time & materials" basis. Through our business process systems, we will remain accountable for all charges to the budget, and will implement any reasonable cost-saving measures as appropriate.

Below is a breakdown of anticipated costs based on the above Scope of Services.

Service	Unit Cost	Units	Subtotal
Project Management, Coordination & Reporting	\$125/hour	2 Hours	\$ 250.00
Sampling and Travel	\$110/hour	5 Hours	\$ 550.00
Shipping Fees (Overnight FedEx)	\$287.50	Lump Sum	\$ 287.50
Mileage	.70/mile	100 Miles	\$ 70.00
Field Supplies	\$25	Lump Sum	\$ 25.00
Total			\$1,182.50

NTS can meet with your WWTP Operators on Monday morning, July 27th to obtain the required undisinfected effluent samples before their UV system from each plant.

NTS will not bill in excess of actual work performed or costs incurred; and therefore, may not bill for the full amount budgeted. We will not exceed the purchase order amount, unless a significant change in scope of work.



If this cost submittal is acceptable, please sign in the space provided below and return it to NTS as our authorization to proceed. By signing this proposal you are agreeing to the Standards Terms that are attached to this proposal.

If you have any questions or comments please feel free to call me at (218) 742-1028. NTS appreciates the opportunity to continue serving the JPJ Engineering, and look forward working with you on this project.

Sincerely,
Northeast Technical Services, Inc.

A handwritten signature in black ink, appearing to read 'Scott A. Seeley', written over a horizontal line.

Scott A. Seeley
NPDES Compliance Project Manager
MDH Certified Asbestos & Lead Inspector

Signatures

This cost estimate, presented by NTS, is hereby accepted and executed by a duly authorized signatory with the full authority to act for and in the name of the party to whom this document is addressed.

Signature _____

Printed Name _____

Title _____

Date _____



TERMS AND CONDITIONS

1. NTS Responsibilities

- 1.1. **Services:** NTS agrees to perform the services (the "Work") for Client in accordance with the Proposal which is a part of these terms and conditions.
- 1.2. **Standard of Care:** In performing the Work, NTS will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of NTS' profession practicing in the same locality.
- 1.3. **Licensing/Compliance with Laws:** NTS agrees to preserve the existence of all its licenses necessary to the operation of its business relating to the Work. NTS will comply in all material respects with all laws which are applicable to its activities under the Proposal.
- 1.4. **Independent Contractor:** In performing the Work under this Agreement, NTS will operate as, and have the status of an independent contractor and will not act as, or be an employee, representative or agent of the Client. NTS will select the means, methods, techniques, sequences, and procedures used in providing the Work.
- 1.5. **Indemnity:** NTS will defend, indemnify, and hold harmless the Client, its officers and employees, from and against all actions, claims, damages, and expenses actually suffered or incurred by the Client arising out of or relating to a breach of any warranty, representation or agreement made or undertaken by NTS in the Proposal or these terms and conditions.
- 1.6. **Limitations on Liability:** NTS SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES RELATING TO THE WORK WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE. THE LIABILITY OF NTS, IF ANY, RELATING TO THE WORK SHALL IN NO EVENT EXCEED THE PRICE PAID BY THE CLIENT TO NTS HEREUNDER.
- 1.7. **Confidentiality:** Confidential documents and information provided by the Client to NTS will be maintained in confidence except as required by law or as otherwise specified in a separate confidentiality agreement signed by NTS and the Client.
- 1.8. **Insurance:** NTS will maintain the following insurance policies and minimum limits: a) Workers' Compensation – statutory; b) General Liability- \$1,000,000 per occurrence; \$2,000,000 aggregate; c) Automobile liability - \$1,000,000 combined single limit; d) Professional liability - \$1,000,000 per occurrence; \$2,000,000 aggregate. Certificates showing proof of insurance will be provided to the Client upon request.

2. Client Responsibilities

- 2.1. **Access:** Client grants NTS and its subcontractors the right of entry to the site upon which the Work is to be performed and unimpeded use of the site for performance of the Work. If the Work requires entry to property not owned by Client, the Client will obtain access permits from the owner of the site.
- 2.2. **Information:** The Client agrees to provide NTS with all information, plans, changes in plans, and data of which the Client has knowledge, including, without limitation, known or suspected hazardous substances, that may affect or be required to perform the Work (the "Information"). If the Client has specific health and safety programs or policies these must be disclosed to NTS.
- 2.3. **Authorizations and Permits:** Unless otherwise agreed to in writing, the Client shall be required to secure and maintain all government authorizations, local approvals, licenses and operational permits which may be required by federal, state, or local authorities to perform the Work.
- 2.4. **Indemnity:** The Client will defend, indemnify and hold harmless NTS, its officers and employees, from and against all actions, claims, damages, and expenses arising out of or relating to (i) a breach of any warranty, representation or agreement made or undertaken by the Client in the Proposal or these terms and conditions, (ii) negligent acts and

omissions of the Client, any other party contracting with the Client on the same project as NTS or other persons for whom the Client is legally responsible and/or (iii) the Client's failure to provide the Information to NTS in a timely manner.

3. Compensation

- 3.1. **Payment:** The Client will pay NTS for the Work according to the Proposal. The Client agrees to notify NTS of billing disputes within fifteen days of the date of invoice. The Client agrees to pay all undisputed portions of NTS' invoice within thirty (30) days of the date of invoice. For undisputed balances not paid within said 30-day period, the Client agrees to pay interest on the unpaid balances beginning thirty (30) days after the date of invoice at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law. If NTS is involved in a legal action to collect compensation for the Work, the Client agrees to pay NTS' collection expenses, including, without limitation, reasonable attorney's fees.

4. General Provisions

- 4.1. **Entire Agreement:** These terms and conditions together with the Proposal constitutes the entire agreement between NTS and the Client with respect to the subject matter hereof. These terms and conditions may not be modified, supplemented or waived except in a writing signed by an authorized representative of NTS.
- 4.2. **Assignment:** Neither NTS nor the Client may assign the Proposal without the written approval of the other; provided, however, NTS may engage appropriately skilled subcontractors or affiliates of NTS to perform any part of the Work.
- 4.3. **Ownership of Reports:** NTS' reports, notes, calculations, and other written or electronic documents are only for the Client's use. The Client will not use or transfer reports to others for purposes for which they were not prepared without the prior written consent of NTS, which consent will not be unreasonably withheld.
- 4.4. **Governing Law and Jurisdiction:** These terms and conditions shall be deemed to have been made in the State of Minnesota and shall governed by and interpreted in accordance with the laws of the State of Minnesota. With respect to any dispute, controversy or claim arising out of or relating to these terms and conditions or the relationship between the parties, NTS and the Client agree and consent to jurisdiction of and exclusive venue in the United States District Court, District of Minnesota, Fourth Division or in the Minnesota State Court, Hennepin County, Fourth Judicial District.
- 4.5. **Waiver:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
- 4.6. **Third Party Beneficiary:** This Agreement is to be construed and understood solely as an Agreement between NTS and the Client and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that he/she is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between NTS and the Client, may be waived at any time by mutual agreement between NTS and the Client.

Wellhead Protection Plan Extension Request Form

PWS ID:	1310024	PWS Name:	City of Nashwauk
Extension Type for:	<input type="checkbox"/> First Generation Plan <input checked="" type="checkbox"/> Plan Amendment		

PWS Wellhead Protection Manager or Authorized Representative

Requester Name:	April Kurlock
Address:	301 Central Avenue
City, State, Zip:	Nashwauk, MN
Phone Number:	(218) 885-1210
Signature of Requester:	

Criteria for Granting an Extension

Listed below are criteria that we would use to grant an extension (check all that apply):

- A natural disaster (e.g., tornado, flood, or pandemic) which results in severe disruption of the capabilities of the public water supply to complete the wellhead protection plan (attach explanation).¹
- A loss of anticipated funding by a community that is greater than 20 percent of its annual operating budget (attach supporting documentation).¹
- An unexpected capital expense related to public safety that exceeds 10 percent of the amount budgeted during the plan development/amendment process (attach supporting documentation).¹
- A contaminant is suddenly detected in the source of drinking water at levels that exceed MCL or HRL levels.¹
- A wellhead protection plan is being developed/amended for existing wells and a new well(s) is added to the system that will be required to be incorporated into the plan.¹
- The public water supplier is developing/amending a surface water intake plan and wellhead protection plan at the same time.¹
- The need to consider significant changes to the delineation and vulnerability efforts due to the public water supply's well(s) status change to emergency and/or disconnection from the system that is being addressed under the existing plan.¹
- The need to consider significant changes to the criteria for wellhead protection area delineation, as described in Minnesota Rules, part 4720.5510, that were not identified at the first scoping meeting (attach supporting documentation).¹
- The need to consider issues due to a wellhead protection area lying in a new or different governmental jurisdiction from the initial wellhead protection area.²
- Inadequate resources at the Minnesota Department of Health to provide technical assistance to the public water supply system has resulted in delayed completion of the wellhead protection plan (attach explanation).¹

¹Applies to both first generation wellhead protection plans and wellhead protection plan amendments.

²Applies to only wellhead protection plan amendments.

List all unique numbers of wells that this extension applies to:

241017 (Well # 3)					
228819 (Well # 4)					

Explanation: The SWP Planner was out on medical leave for 5 months in 2019 without progress being made on Part 2 plan completion.



WHP Plan Extension Work Plan

STEP	PROJECTED COMPLETION DATE (MONTH/YEAR)
PART I	
*Letter From MDH Initiating Plan Development	
Send Notice of Plan Development to Local Units of Government (LUGs)	
Appoint WHP Manager	
Appoint WHP Team	
Scoping 1 Meeting Held (MDH led)	
*MDH Scoping 1 Decision (Letter)	
Prepare Aquifer Test Plan and Submit to MDH	
*MDH Approval of Aquifer Test Plan	
Delineate Wellhead Protection Area (WHPA)	
Delineate Drinking Water Supply Management Area (DWSMA)	
Conduct Vulnerability Assessment	
Submit Part I Plan: WHPA, DWSMA, and Vulnerability Assessment to MDH	
*MDH Approval of WHPA, DWSMA, and Vulnerability Assessment	
Submit Part I Plan: WHPA, DWSMA, and Vulnerability Assessment to LUGs	
Hold Public Informational/LUGs Meeting	
PART II	
Scoping 2 Meeting Held (MDH led)	October 30, 2019
*MDH Scoping 2 Decision (Letter)	December 10, 2019
Inventory Potential Contaminant Sources (PCSI)	2020
Prepare Management Portion of Plan ¹ (Part II Plan)	2020/spring 2021
Submit Draft Part II Plan and PCSI Data to MDH for Review	April 2021
PCSI Endorsement by MDH	May 2021
Submit Draft Part II Plan to LUGs	May 2021
Consider Comments Received by LUGs ²	July 2021
Hold Public Hearing	July 2021
Submit Final Part II Plan to MDH	August 2021
*MDH Review	October 2021
*MDH Approval	November 2021
Provide Notice to LUGs About Plan Approval	December 2021
Begin Plan Implementation	January 2022

¹ Prepare response to impact of changes on PWS well; issues, problems and opportunities; WHP goals; objectives and plan of action; evaluation program; alternate water supply; contingency strategy.

² Incorporate response to comments in plan.

* These steps are completed by MDH.

Highlighted text denotes deliverables, milestones, and submittal dates for the PWS.

Name of Person Completing This Form <i>April Kurtock</i>	Date <i>7/13/2020</i>
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Implementation strategies that Nashwauk will continue to implement from their existing plan:

- The City of Nashwauk will continue to measure the static water level at the city wells on an annual basis.
- Assist MDH staff in completing the Inner Wellhead Management Inventory for the public water supply wells.
- Follow all setback requirements for new potential contaminant sources within the IWMZ.
- Implement the WHP Measures and Findings in the IWMZ Inventory and Sanitary Survey Reports.
- Contact your MDH Planner if changes to the locations or construction of potential contaminant sources are proposed in the IWMZ.
- Collaborate with the MDH Source Water Protection Unit in the identification of new high-capacity wells that are proposed for construction within the DWSMA or within one mile of the DWSMA. The WHP Manager will alert the MDH Source Water Protection Unit upon learning about the pending construction or use of a high capacity well in this area. Potential impacts will be evaluated by MDH.
- If the high capacity well is going to impact the City's wells or the DWSMA boundaries the wellhead protection manager will contact the well owner and provide them a map of the DWSMA and discuss the possible impact the high capacity well might have on the City of Nashwauk's drinking water supply.
- In the event a Class V well is identified, the wellhead manager will work cooperatively with MDH to determine the status of the shallow disposal system and what reporting steps may be needed to register the Class V well with EPA. EPA reporting forms are available at: www.epa.gov/safewater/uic/7520s.html). In addition, information will be provided to the landowner on technical services available thru MNTAP to assess management and / or disposal alternatives.
- The wellhead protection team/manager will continually attempt to locate potential contaminant sources in the DWSMA. This will be accomplished through direct contact with landowners and through visual observation as the WHP team travels through the DWSMA.
- In the event that the mine re opens, reworks its tailings or dewateres the pit, the hydrology will likely change. This would also require a new study detailing the changes to the city capture area be conducted. Any work in the area of the Larue and Hawkins pits should be monitored by the city. The city will contact the DNR Minerals Division for a full assessment of the work to take place. The city will request that a MDH hydrologist examine the potential impacts of this work to the city capture zones.
- The WHP managers will make an annual written report to the governing authority regarding progress in implementing the wellhead protection management objectives of this Plan.