

City of Mora Kanabec County, Minnesota Meeting Agenda Public Utilities Commission

Monday, January 18, 2022

3:00 PM

Mora City Hall

- 1. Call to Order
- 2. Oath of Office
- 3. Roll Call
- **4.** Adopt Agenda (No item of business shall be considered unless it appears on the agenda for the meeting. Council members may add items to the agenda prior to adoption of the agenda.)
- 5. Consent Agenda (Those items listed under Consent Agenda are considered to be routine by the City Council and will be acted upon by one motion under this agenda item. There will be no separate discussion of these items, unless a Council Member so requests, in which event, the item will be removed from the consent agenda and considered immediately after the adoption of the consent agenda.)
  - a. Regular Meeting Minutes December 20, 2021
  - b. December 2021 Claims
- 6. Open Forum (Individuals may address the council about any item not contained on the regular agenda. There is a maximum offifteen (15) minutes set aside for open forum. A maximum of three (3) minutes is allotted per person. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff for future report.)

#### 7. Special Business

- a. 101 Villa Drive Sanitary Sewer
- 8. New Business

None

#### 9. Old Business

a. Utilities Service Provider Agreement

#### **10.** Communications

- a. Utility Billing Report- Quarterly
- b. Utility Billing Adjustments Report Quarterly
- c. Electric Vehicle Report- Quarterly
- d. Annual Sanitary Sewer Report
- e. Annual Power Outage Report

#### 11. Reports

- a. Public Utilities General Manager
- b. Public Works Director
- c. Commissioner Ardner
- d. Commissioner Heggernes
- e. Chair Baldwin

#### 12. Adjournment

Public Utilities Commission December 20, 2021

Pursuant to due call and notice thereof, Commissioner Ardner called to order the regular meeting of the Mora Public Utilities Commission at 3:00pm on Monday, December 20, 2021, in the city hall council chambers.

- Roll Call: Present: Commissioners Greg Ardner, Brett Baldwin, and Ryan Christianson Staff Present: Administrative Service Director Natasha Segelstrom, Public Works Director Joe Kohlgraf, and Accountant Sara King
- **3.** Adopt Agenda: MOTION made by Christianson, seconded by Baldwin, and unanimously carried by the PUC to approve the agenda as amended, removing item 7a, 2021 Budget Amendments.
- **4. Consent Agenda:** MOTION made by Baldwin, seconded by Christianson, and unanimously carried to approve the consent agenda as presented.
  - a. Regular Meeting Minutes November 16, 2021
  - b. Special Joint PUC/Council Meeting Minutes November 16, 2021
  - c. November 2021 Claims
  - d. Pay Request No. 1 Highline Construction, Inc.
- 5. Open Forum: Curt Robertson of 101 Villa Drive spoke to PUC regarding sewage backups at his residence, 101 Villa Drive. He stated his residence had sewage backups on April 10, 2008, which the city denied responsibility for the sewage that flooded his basement costing Robertson \$5,000 in damages and further explained he increased coverage to homeowners' insurance. The second occurrence on March 23, 2019, resulted in \$7,500 of damage, which the city declined responsibility and the third occurrence was on November 1, 2021 cost \$10,000 of damage. Kohlgraf stated a visual inspection had been conducted on October 29, 2021 and did not detect the problem.

Robertson had previously requested to be added to the PUC agenda to discuss the sewage issues, however, had been directed to address the commission during open forum by Crawford, former city administrator.

Robertson recapped communication that took place in 2019 with Kohlgraf and Robertson's request for the sewer maintenance policy. Robertson further explained the policy outlined problem areas with shallow slope, the goal had been to clean twice a year during the first year, and then annually. Robertson stated the policy was failing the residents and did not meet the standards of reasonableness because it happened twice in the last three years.

Robertson commended staff fast response and that staff had been trained, but questioned whether maintenance inspection records were public. He stated the issue brought forward was urgent and that the sewer line needed serious attention, as he believed the issue came from the city sewer line. Robertson believed residents should be reimbursed for the expenses incurred due to increased homeowner's insurance coverage and submitted claims. He further explained that current maintenance is not working and suggested more frequent inspections, replace / repair sewer line or install a grinder.

Ardner directed staff to investigate the matter, and also noted that all cases were documented. Ardner also directed staff to add the topic to the PUC agenda in January 2022, stating and that staff would investigate the surrounding area to see if other areas could have contributed. Kohlgraf stated the area had been checked three to four times each year and then flushed.

#### 6. Special Business:

a. On-Call Compensation Consideration: Kohlgraf presented compensation consideration for 125 additional on-call hours worked in the water/wastewater department throughout 2021 totaling 125 hours. Due to unexpected staffing shortages, the on-call hour schedule had been split amongst Kohlgraf and the Water/Wastewater Operator I employee and limited Kohlgraf's use of vacation hours. Kohlgraf requested compensation consideration for the 125 on-call hours worked in the water/wastewater department during the staff shortages at his regular hourly rate. MOTION made by Christianson, seconded by Baldwin, and unanimously approved by the PUC to approve 125 on-call hours worked in the water/wastewater department at his regular hourly rate.

#### 7. New Business

- a.
- b. 2022 Pay Plan/Organizational Chart: Segelstrom presented the 2022 Pay Plan/Organizational Chart noting the addition of the line worker position. MOTION made by Baldwin, seconded by Christianson and unanimously carried by the PUC to approve the 2022 Pay Plan/Organizational Chart.
- c. 2022 Budget, Capital Improvement Plan and Fee Schedule: Segelstrom explained significant changes were the 6% COLA increase and the removal of the \$190,000 transfer to the city to assist with the HRA. Significant changes in expenditures included 9% increase in health insurance, increase in workers compensation insurance, uniforms, meetings and training, electric fuel oil and landfill expenses. The addition of two line worker positions and powerplant/line supervisor, increase in electric engineering expenses and overhead and underground line maintenance and a decrease in electric professional services. Significant revenue changes included interest, dividends and penalties which continued to generate less revenue. Staff recommended utilizing funds from the electric, water and sewer funds to offset costs of increases to keep utility rate increases to zero.

Segelstrom explained the 2022 Capital Improvement Plan budgeted items included significant projects such as the electric feeder conversion, electric pole replacement, electric overhead tree maintenance, electric service truck replacement, water/wastewater treatment plan aeration blower, and main lift station pump addition.

Ardner asked the PUC with the upcoming capital improvements it was appropriate to have a zero percent rate increase. Further discussion took place amongst the commissioners and King highlighted the electrical rate study conducted from Dave Berg included the upcoming capital improvement expenses and did not recommend a rate increase.

There were no further questions on the fee schedule. MOTION made by Baldwin, seconded by Christianson, and unanimously carried to approve the 2022 Budget, CIP and Fee Schedule

- 8. Old Business: none
- 9. Communications: none
- 10. Reports:
  - a. Administrative Services Director: Nothing new to report.

- **b.** Public Works Director: Kohlgraf stated a new panel for the airport lift station would arrive the following day and additional items would be purchased for the main lift station pump addition. He explained the first phase of pole replacement complete on the country line and that the new Water/Wastewater II operator, Dylan Ramthun, was very willing to learn.
- **c.** Commissioner Baldwin: Asked if staff had followed up with the Robertson's residence. Kohlgraf explained that their house had the lowest elevation in the neighborhood and first on the street. Ardner questioned the blockage area and if had been the same for each of the backups.
- **d.** Commissioner Christianson: Nothing new to report.
- e. Chairperson Ardner: Nothing new to report.
- **11. Closed Session: Closed Session**: (this portion of the meeting was closed pursuant to MN State Statue§ 13D.03)

MOTION made by Christianson, seconded by Baldwin, and unanimously carried by the PUC at 3:37 pm to enter into closed session, pursuant to MN § 13D.03, to review labor negotiation proposals. The following persons were in attendance: Chair Ardner, Commissioners Baldwin and Christianson, Administrative Services Director Segelstrom, and Public Works Director Kohlgraf.

MOTION made by Christianson, seconded by Baldwin, and unanimously carried by the PUC to adjourn the closed session at 3:41 pm.

MOTION made by Baldwin, seconded by Christianson, and unanimously carried by the PUC to approve the labor agreement between the Mora Public Utilities Commission and Local 2889, AFSCME Council #65, as presented in the closed session.

**12. Adjournment:** MOTION made by Christianson, seconded by Baldwin, and unanimously carried to adjourn at 3:42 pm.

Chair		
Secretary		

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 000932 CC	OMPLETE MERCHANT SOLU	TIONS				
000932	COMPLETE MERCHANT	ELECTRIC FUN	ELECTRIC ADMINIST	Payment Processing E	CREDIT CARD PYMT PROCESSI	\$354.00
000932	COMPLETE MERCHANT	WATER FUND	WATER ADMINISTR	Payment Processing E	CREDIT CARD PYMT PROCESSI	\$177.00
000932	COMPLETE MERCHANT	SEWER FUND	SEWER ADMINISTR	Payment Processing E	CREDIT CARD PYMT PROCESSI	\$177.00
CHECK # 000932 CC	OMPLETE MERCHANT SOLU	TIONS				\$708.00
CHECK # 000933 M	ORA MUNICIPAL UTILITIES					
000933	MORA MUNICIPAL UTILI	ELECTRIC FUN	<b>GENERATION &amp; PO</b>	Storm Water	UTILITIES	\$18.35
000933	MORA MUNICIPAL UTILI	ELECTRIC FUN	<b>GENERATION &amp; PO</b>	Sewer	UTILITIES	\$21.27
000933	MORA MUNICIPAL UTILI	ELECTRIC FUN	<b>GENERATION &amp; PO</b>	Water	UTILITIES	\$75.55
000933	MORA MUNICIPAL UTILI	WATER FUND	WATER SUPPLY	Electricity	UTILITIES	\$848.25
000933	MORA MUNICIPAL UTILI		WATER SUPPLY	Storm Water	UTILITIES	\$23.12
000933	MORA MUNICIPAL UTILI		WATER TREATMENT	Electricity	UTILITIES	\$834.35
000933	MORA MUNICIPAL UTILI		WATER TREATMENT	Storm Water	UTILITIES	\$11.56
000933	MORA MUNICIPAL UTILI		WATER DISTRIBUTI	Storm Water	UTILITIES	\$12.91
000933	MORA MUNICIPAL UTILI		WATER DISTRIBUTI	Electricity	UTILITIES	\$41.75
000933	MORA MUNICIPAL UTILI		SEWER LIFT STATIO	•	UTILITIES	\$698.34
000933	MORA MUNICIPAL UTILI		SEWER LIFT STATIO		UTILITIES	\$11.56
000933	MORA MUNICIPAL UTILI		WASTEWATER TREA		UTILITIES	\$75.43
000933	MORA MUNICIPAL UTILI		WASTEWATER TREA	,	UTILITIES	\$3,223.77
000933	MORA MUNICIPAL UTILI	SEWER FUND	WASTEWATER TREA	Storm Water	UTILITIES	\$23.79
CHECK # 000933 M0	ORA MUNICIPAL UTILITIES					\$5,920.00
CHECK # 000934 Of	ILINE COLLECTIONS					
000934 CHECK # 000934 ON	ONLINE COLLECTIONS	ELECTRIC FUN	ELECTRIC ADMINIST	Cust UB/Collection	NEW UB CUSTOMER CREDIT C	\$51.60 \$51.60
CHECK # 000936 MI	N DEPT OF REVENUE					
000936	MN DEPT OF REVENUE	ELECTRIC FUN		Sales Tax Payable	SALES & USE TAX PYMT	\$23,796.00
000936	MN DEPT OF REVENUE	ELECTRIC FUN	<b>GENERATION &amp; PO</b>	Garbage Removal	SALES & USE TAX PYMT	\$6.00
000936	MN DEPT OF REVENUE		<b>GENERATION &amp; PO</b>	Repair/Maint - Bldg &	SALES & USE TAX PYMT	\$8.00
000936	MN DEPT OF REVENUE	ELECTRIC FUN	<b>GENERATION &amp; PO</b>	Landfill Gen Exp	SALES & USE TAX PYMT	\$1.00
000936	MN DEPT OF REVENUE	ELECTRIC FUN	ELECTRIC DISTRIBU	Maint of St. Lights & S	SALES & USE TAX PYMT	\$594.00
000936	MN DEPT OF REVENUE	ELECTRIC FUN	ELECTRIC DISTRIBU	Maint of Substation E	SALES & USE TAX PYMT	\$4.00
000936	MN DEPT OF REVENUE	ELECTRIC FUN	ELECTRIC DISTRIBU	Maint of Underground	SALES & USE TAX PYMT	\$1.00
000936	MN DEPT OF REVENUE	ELECTRIC FUN	ELECTRIC DISTRIBU	Truck Expense	SALES & USE TAX PYMT	\$48.00
000936	MN DEPT OF REVENUE	ELECTRIC FUN	ELECTRIC ADMINIST	Office Supplies	SALES & USE TAX PYMT	\$7.00
000936	MN DEPT OF REVENUE	ELECTRIC FUN	ELECTRIC ADMINIST	Small Tools & Equipm	SALES & USE TAX PYMT	\$411.00
000936	MN DEPT OF REVENUE	WATER FUND		Sales Tax Payable	SALES & USE TAX PYMT	\$993.00
CHECK # 000936 MI	N DEPT OF REVENUE					\$25,869.00
CHECK # 000938 PA	YLIANCE					
000938	PAYLIANCE	ELECTRIC FUN	ELECTRIC ADMINIST	Payment Processing E	E-CHECK PYMT PROCESSING F	\$47.50
000938	PAYLIANCE	WATER FUND	WATER ADMINISTR		E-CHECK PYMT PROCESSING F	\$23.75
000938	PAYLIANCE	SEWER FUND	SEWER ADMINISTR		E-CHECK PYMT PROCESSING F	\$23.75
CHECK # 000938 PA	YLIANCE					\$95.00
CHECK # 000939 SM	1MPA					
000939	SMMPA	ELECTRIC FUN		Accounts Payable	POWER PURCHASED	\$319,348.26
CHECK # 000939 SM	1MPA			-		\$319,348.26
CHECK # 000941 NE	IGHBORHOOD NATIONAL	BANK				
000941	NEIGHBORHOOD NATIO	ELECTRIC FUN	ELECTRIC ADMINIST	Payment Processing E	MONTHLY UB ACH FILE FEE	\$30.00
000941	NEIGHBORHOOD NATIO				MONTHLY BUSINESS ONLINE	\$10.00
000941	NEIGHBORHOOD NATIO	ELECTRIC FUN	ELECTRIC ADMINIST	Bad Debts/NSF Check	MONTHLY RETURNED CHECK	\$10.00

	CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK #	000941 NE	IGHBORHOOD NATIONAL		TROTING ROUTE REAL FRANCISCO STATES			\$50.00
CHECK #	000942 NE	IGHBORHOOD NATIONAL	BANK				
CHECK #	000942 000942 NE	NEIGHBORHOOD NATIO		ELECTRIC ADMINIST	Bad Debts/NSF Check	NSF CHARGE BACK FEE-HANSE	\$10.00 \$10.00
CHECK #	057572 BE	RGSTADT, GARY					
CHECK #	057572 057572 BE	BERGSTADT, GARY RGSTADT, GARY	ELECTRIC FUN	GENERATION & PO	Uniforms	WORK BOOTS	\$118.99 \$118.99
CHECK #	057578 CI	NTAS					
CHECK #	057578 057578 CI	CINTAS NTAS	ELECTRIC FUN	GENERATION & PO	Other Operating Suppl	MATS, MOPS	\$58.28 \$58.28
CHECK #	057582 FE	LGER, MATT					
CHECK #		FELGER, MATT LGER, MATT	ELECTRIC FUN	GENERATION & PO	Uniforms	CLOTHING	\$155.96 \$155.96
CHECK #	057584 HI	GHLINE CONSTRUCTION I	VC				
CHECK #	057584 057584 HI	HIGHLINE CONSTRUCTI GHLINE CONSTRUCTION II			Fixed Assets	POLE REPLACEMENT PROJECT	\$51,642.00 \$51,642.00
CHECK #	057588 MC	DRA AREA CHAMBER OF CC	MMERCE				
CHECK #	057588 057588 057588 057588 MC	Mora Area Chamber Mora Area Chamber Mora Area Chamber Dra Area Chamber of Co	WATER FUND SEWER FUND	ELECTRIC ADMINIST WATER ADMINISTR SEWER ADMINISTR	Advertising Advertising Advertising	2021 BANNER PROJECT-MMU 2021 BANNER PROJECT-MMU 2021 BANNER PROJECT-MMU	\$200.00 \$100.00 \$100.00 \$400.00
CHECK #	057589 MF	OWER TECHNOLOGIES, IN	IC.				
CHECK #	057589 057589 MF	MPOWER TECHNOLOGI		ELECTRIC DISTRIBU	Maint of GIS	NOV GIS CUSTOMER SUPPORT	\$562.50 \$562.50
CHECK #	057594 ST	ULC, JEREMY					
CHECK #		STULC, JEREMY ULC, JEREMY	ELECTRIC FUN	GENERATION & PO	Uniforms	GLASSES/BOOTS	\$262.63 \$262.63
CHECK #	057595 TC	TAL CONTROL SYSTEMS, I	NC.				
CHECK #	057595 057595 057595 057595 057595 TC	TOTAL CONTROL SYSTE TOTAL CONTROL SYSTE TOTAL CONTROL SYSTE TOTAL CONTROL SYSTE ITAL CONTROL SYSTEMS, I	Sewer Fund Sewer Fund Sewer Fund	WATER SUPPLY SEWER LIFT STATIO SEWER LIFT STATIO	Fixed Assets Repair/Maint - Bldg &	WELL #5 FLOW METER AIRPORT LIFT ST PANEL REPL WWTP MAIN LIFT ST PUMP FAIR AVE LIFT ST RPR	\$7,293.00 \$31,201.00 \$8,493.00 \$1,368.93 \$48,355.93
CHECK #	057615 SA	NCHEZ, JENNIFER					
CHECK #		SANCHEZ, JENNIFER NCHEZ, JENNIFER	ELECTRIC FUN		Undistributed Receipts	REFUND DEPOSIT-620 MCLEA	\$186.12 \$186.12
CHECK #	057616 SJ	ODIN, RYAN					
CHECK #		SJODIN, RYAN ODIN, RYAN	ELECTRIC FUN		Undistributed Receipts	REFUND OVERPYMT-606 JEWE	\$511.99 \$511.99
CHECK #	057618 VE	ST, PEGGY					
CHECK #	057618 057618 VE	VEST, PEGGY ST, PEGGY	ELECTRIC FUN		Undistributed Receipts	REFUND DEPOSIT-405 S WALN	\$86.52 \$86.52
CHECK #	ŧ 057620 WI	INGATE, BARBARA & ORSO	N				
	057620	WINGATE, BARBARA &	ELECTRIC FUN		Undistributed Receipts	REFUND OVERPYMT-601 W FO	\$166.39

	CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 0	57620 WI	NGATE, BARBARA & ORSO	N			and a second	\$166.39
CHECK # 0	57628 OX	YGEN SERVICE CO, INC					
ł	057628 057628 57628 OX	OXYGEN SERVICE CO, I OXYGEN SERVICE CO, I YGEN SERVICE CO, INC	ELECTRIC FUN SEWER FUND	GENERATION & PO WASTEWATER TREA	Miscellaneous Miscellaneous	5 YR CYLINDER LEASE-ACETYL 5 YR CYLINDER LEASE-ARGON	\$246.00 \$123.00 \$369.00
CHECK # 0	57632 US	BANK					
. 1	057632 057632 057632 057632 057632 US	US BANK US BANK US BANK US BANK BANK	WATER FUND WATER FUND SEWER FUND SEWER FUND	WATER ADMINISTR SEWER ADMINISTR	Bonds Payable Interest Expense Bonds Payable Interest Expense	BOND PAYMENTS-SERIES 2015 BOND PAYMENTS-SERIES 2015 BOND PAYMENTS-SERIES 2015 BOND PAYMENTS-SERIES 2015	\$21,842.00 \$2,134.64 \$17,658.00 \$1,766.90 \$43,401.54
CHECK # 0	57637 CA	RDMEMBER SERVICE					
	057637 057637 057637 57637 CA	CARDMEMBER SERVICE CARDMEMBER SERVICE CARDMEMBER SERVICE RDMEMBER SERVICE	ELECTRIC FUN ELECTRIC FUN WATER FUND		Accounts Payable Accounts Payable Accounts Payable	BERGSTADT XFRMR SCHOOL H FELGER XFRMR SCHOOL HOTE MATTSON TRNG REGISTRATIO	\$298.71 \$298.71 \$150.00 \$747.42
CHECK # 05	57638 CE	NTURYLINK					
CHECK # 05	057638 57638 CE	CENTURYLINK NTURYLINK	SEWER FUND		Accounts Payable	WWTP PHONE	\$123.98 \$123.98
CHECK # 0	57642 MN	I DEPT OF HEALTH-WATER	FEE				
	057642 57642 MN	MN DEPT OF HEALTH-W I DEPT OF HEALTH-WATER			Accounts Payable	WATER CONNECTION FEE - 4T	\$2,921.00 \$2,921.00
CHECK # 05	57653 LE/	AGUE OF MN CITIES INS T	ST WC				
(	057653 057653 057653 57653 LE/	LEAGUE OF MN CITIES I LEAGUE OF MN CITIES I LEAGUE OF MN CITIES I AGUE OF MN CITIES INS T	WATER FUND SEWER FUND		Prepaid Ins Prepaid Ins Prepaid Ins	2022 WORK COMP PREMIUM 2022 WORK COMP PREMIUM 2022 WORK COMP PREMIUM	\$10,946.58 \$3,295.27 \$4,898.13 \$19,139.98
CHECK # 05	57656 MN	PUBLIC FACILITIES AUTH	ORITY				
(	057656 057656 57656 MN	MN PUBLIC FACILITIES MN PUBLIC FACILITIES PUBLIC FACILITIES AUTH	WATER FUND SEWER FUND ORITY	WATER ADMINISTR SEWER ADMINISTR	Interest Expense Interest Expense	BOND PAYMENT-WATER PLAN BOND PAYMENT-SEWER PLAN	\$7,196.63 \$12,115.00 \$19,311.63
CHECK # 05	57657 NE	ONLINK LLC					
(	057657 057657 057657 57657 NE	NEONLINK LLC NEONLINK LLC NEONLINK LLC ONLINK LLC	ELECTRIC FUN WATER FUND SEWER FUND	ELECTRIC ADMINIST WATER ADMINISTR SEWER ADMINISTR	Payment Processing E Payment Processing E Payment Processing E	PYMT PROCESSING	\$133.60 \$66.80 \$66.80 \$267.20
CHECK # 05	57662 ACI	E HARDWARE					
	057662 057662 057662 057662 057662 057662 057662 057662 057662 057662	ACE HARDWARE ACE HARDWARE ACE HARDWARE ACE HARDWARE ACE HARDWARE ACE HARDWARE ACE HARDWARE ACE HARDWARE ACE HARDWARE ACE HARDWARE	ELECTRIC FUN ELECTRIC FUN ELECTRIC FUN ELECTRIC FUN WATER FUND WATER FUND WATER FUND SEWER FUND SEWER FUND		Accounts Payable Accounts Payable	SHELVING SUPPLIES OH FUSES-CO RD 6 SHELVING SUPPLIES DRILL BIT WELL #5 ELECTRICAL RPR SU ROOF DRAIN SUPPLIES WELLHOUSE #4 SECURITY LIG TOILET SLUDGE PUMP SUPPLIES PAPER TOWELS	\$16.99 \$26.57 \$29.93 \$19.99 \$18.73 \$38.99 \$2.89 \$175.00 \$19.90 \$7.98

CHECK	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
057662	ACE HARDWARE	SEWER FUND		Accounts Payable	PHONE CASE	\$12.99
057662	ACE HARDWARE	SEWER FUND		Accounts Payable	CALCULATOR	\$11.99
CHECK # 057662 A	CE HARDWARE					\$381.95
CHECK # 057665 A	RAMARK					
057665	ARAMARK	SEWER FUND		Accounts Payable	WWTP RUGS	\$98.51
CHECK # 057665 A	RAMARK					\$98.51
CHECK # 057666 A	UTO VALUE MORA					
057666	AUTO VALUE MORA	WATER FUND		Accounts Payable	BRAKE RPR PARTS	\$191.97
057666	AUTO VALUE MORA	SEWER FUND		Accounts Payable	WIPER & TRIM RPR PARTS	\$28.47
CHECK # 057666 A	UTO VALUE MORA					\$220.44
CHECK # 057667 B	ERGSTADT, GARY					
057667	BERGSTADT, GARY	ELECTRIC FUN		Accounts Payable	TRANSFORMER SCHOOL MEAL	\$175.27
CHECK # 057667 B				necounts r ayubic	HORSE ON TEN SONOOE PIERE	\$175.27
CHECK # 057669 C						<i>4</i> = <i>i</i> = <i>i</i>
057669	CINTAS	ELECTRIC FUN		Accounts Payable	MATS, MOPS	<b>*</b> C 4 00
CHECK # 057669 C		LLC/IIC I OII		Accounts Payable	PIATS, PIOPS	\$64.08 \$64.08
CHECK # 057670 C	ITY OF MORA - PETTY CASH	J				φo noo
057670	CITY OF MORA - PETTY	-		Anna unto Deventrio		
057670	CITY OF MORA - PETTY	ELECTRIC FUN ELECTRIC FUN		Accounts Payable Accounts Payable	REPLENISH PETTY CASH-COFF REPLENISH PETTY CASH-POST	\$7.38
*	ITY OF MORA - PETTY CASH			Accounts Payable	KLELLINISH FETT CASHFOST	\$9.90 \$17.28
CHECK # 057671 D	GR ENGINEERING					417,20
057671	DGR ENGINEERING	ELECTRIC FUN		Accounts Payable	ARC FLASH ASSESSMENT-SUBS	\$5,580.00
057671	DGR ENGINEERING	ELECTRIC FUN		Accounts Payable	ARC FLASH ASSESSMENT-POW	\$2,898.00
057671	DGR ENGINEERING	ELECTRIC FUN		Accounts Payable	ELECT SYSTEM STUDY	\$2,545.60
CHECK # 057671 D	GR ENGINEERING					\$11,023.60
CHECK # 057673 E/	AST CENTRAL ENERGY-ECE	SERV				
057673	EAST CENTRAL ENERGY	ELECTRIC FUN		Accounts Payable	DECEMBER DISPATCH	\$194.71
057673	EAST CENTRAL ENERGY	ELECTRIC FUN		Accounts Payable	NOV TOLL FREE CHARGES	\$1.46
057673	EAST CENTRAL ENERGY			Accounts Payable	DISC/RECONFOR AIRPORT LIF	\$1,073.76
CHECK # 057673 EA	AST CENTRAL ENERGY-ECE	SERV				\$1,269.93
CHECK # 057674 E/	AST CENTRAL ENERGY-ELEC	T				
057674	EAST CENTRAL ENERGY			Accounts Payable	ELECTRICITY	\$124.02
CHECK # 057674 E/	AST CENTRAL ENERGY-ELEC	CT				\$124.02
CHECK # 057678 FE	LGER, MATT					
057678	FELGER, MATT	ELECTRIC FUN		Accounts Payable	TRANSFORMER SCHOOL MEAL	\$158.90
CHECK # 057678 FE	ELGER, MATT					\$158.90
CHECK # 057679 FE	RGUSON WATERWORKS					
057679	FERGUSON WATERWOR	SEWER FUND		Accounts Payable	HRA SEWER PLUG TOPS-CHAR	\$33.10
CHECK # 057679 FE	RGUSON WATERWORKS					\$33.10
CHECK # 057680 FF	REEDOM MAILING SERVICE	S INC				
057680	FREEDOM MAILING SER	ELECTRIC FUN		Accounts Payable	BILL PROCESSING	\$468.58
057680	FREEDOM MAILING SER	ELECTRIC FUN		Accounts Payable	NEWSLETTER	\$15.86
057680	FREEDOM MAILING SER			Accounts Payable	NEWSLETTER	\$7.93
057680	FREEDOM MAILING SER			Accounts Payable	BILL PROCESSING	\$234.29
057680	FREEDOM MAILING SER	SEWER FUND		Accounts Payable	NEWSLETTER	\$7.93

	CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
	057680	FREEDOM MAILING SER	SEWER FUND	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	Accounts Payable	BILL PROCESSING	\$234.30
CHECK #	# 057680 FR	EEDOM MAILING SERVICE	5 INC				\$968.89
CHECK #	# 057682 GC	OPHER STATE ONE-CALL IN	с				
	057682	GOPHER STATE ONE-CA	ELECTRIC FUN		Accounts Payable	DEC LOCATES	\$10.12
	057682	GOPHER STATE ONE-CA	WATER FUND		Accounts Payable	DEC LOCATES	\$10.13
	057682	GOPHER STATE ONE-CA	SEWER FUND		Accounts Payable	DEC LOCATES	\$10.13
CHECK #	# 057682 GC	OPHER STATE ONE-CALL IN	с				\$30.38
CHECK #	# 057683 GF	EAT NORTHERN ENVIRON	MENTAL				
	057683	GREAT NORTHERN ENV	SEWER FUND		Accounts Payable	SCREENING BAGS	\$298.00
CHECK #	# 057683 GF	EAT NORTHERN ENVIRON	MENTAL				\$298.00
CHECK #	¢ 057684 HA	WKINS INC					
	057684	HAWKINS INC	WATER FUND		Accounts Payable	CHEMICALS	\$4,486.99
CHECK #	¢ 057684 HA	WKINS INC			,	-	\$4,486.99
CHECK #	¢ 057686 IR	BY TOOL & SAFETY					
or needed in	057686	IRBY TOOL & SAFETY	ELECTRIC FUN		Accounts Payable	OH WIRE HOLDERS	\$799.80
	057686	IRBY TOOL & SAFETY	ELECTRIC FUN		Accounts Payable	DISTR TOOLS	\$799.00 \$172.00
	057686	IRBY TOOL & SAFETY	ELECTRIC FUN		Accounts Payable	GROUNDING WIRE	\$172.00
CHECK #	+ 057686 IR	BY TOOL & SAFETY					\$1,151.03
CHECK #	± 057688 10	HNSONS HARDWARE & RE	ΝΤΑΙ				, , ,
GILGR	057688	JOHNSONS HARDWARE	ELECTRIC FUN		Accounts Payable	CONCRETE DRILL BIT	¢40.00
	057688	JOHNSONS HARDWARE	WATER FUND		Accounts Payable	WELL 5 ELECTRICAL SUPPLIES	\$49.99 \$11.99
	057688	JOHNSONS HARDWARE	WATER FUND		Accounts Payable	LOCATOR BATTERIES	\$17.99
	057688	JOHNSONS HARDWARE	SEWER FUND		Accounts Payable	COVID SAMPLE SUPPLIES	\$23.96
	057688	JOHNSONS HARDWARE	SEWER FUND		Accounts Payable	DISH SOAP, SIMPLE GREEN	\$24.97
CHECK #	¢ 057688 JO	HNSONS HARDWARE & RE	NTAL				\$128.90
CHECK #	057689 KA	NABEC PUBLICATIONS, INC	2				
	057689	KANABEC PUBLICATION	ELECTRIC FUN		Accounts Payable	BUSINESS CARDS-JOE	\$3.25
	057689	KANABEC PUBLICATION	ELECTRIC FUN		Accounts Payable	SANTA LETTERS	\$28.00
	057689	KANABEC PUBLICATION	ELECTRIC FUN		Accounts Payable	CITY OF MORA ENVELOPES	\$127.50
	057689	KANABEC PUBLICATION	WATER FUND		Accounts Payable	BUSINESS CARDS-JOE	\$1.63
	057689	KANABEC PUBLICATION			Accounts Payable	SANTA LETTERS	\$14.00
	057689 057689	KANABEC PUBLICATION			Accounts Payable	SANTA LETTERS	\$14.00
CHECK #		KANABEC PUBLICATION NABEC PUBLICATIONS, INC			Accounts Payable	BUSINESS CARDS-JOE	\$1.63 \$190.01
		-					\$120°01
CHECK #		/IK TRIP - GAS PURCHASES				2011 6 2011	/
	057690	KWIK TRIP - GAS PURC	ELECTRIC FUN		Accounts Payable	FUEL	\$432.93
	057690 057690	KWIK TRIP - GAS PURC KWIK TRIP - GAS PURC	WATER FUND		Accounts Payable Accounts Payable	FUEL FUEL	\$207.22
CHECK #		/IK TRIP - GAS PURCHASES			Accounts rayable	TULL	\$214.77 \$854.92
		I ENERGY RESOURCES COP					6 - m
	057693	MN ENERGY RESOURCE	ELECTRIC FUN		Accounts Payable	NATURAL GAS-GENERATION	\$451.92
	057693	MN ENERGY RESOURCE	ELECTRIC FUN		Accounts Payable	NATURAL GAS-BOILER	\$891.92
	057693	MN ENERGY RESOURCE	WATER FUND		Accounts Payable	NATURAL GAS	\$313.11
	057693	MN ENERGY RESOURCE	WATER FUND		Accounts Payable	NATURAL GAS	\$68.52
	057693	MN ENERGY RESOURCE	SEWER FUND		Accounts Payable	NATURAL GAS	\$487.40
CHECK #	057693 MN	I ENERGY RESOURCES COP	₹P			-	\$2,212.93

CHECK # 057694 OFFICE DEPOT

	CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amoun
	057694	OFFICE DEPOT	ELECTRIC FUN		Accounts Payable	OFFICE SUPPLIES	\$16.6
	057694	OFFICE DEPOT	ELECTRIC FUN		Accounts Payable	OFFICE SUPPLIES	\$52.3
	057694	OFFICE DEPOT	WATER FUND		Accounts Payable	OFFICE SUPPLIES	\$23.0
	057694	OFFICE DEPOT	WATER FUND		Accounts Payable	OFFICE SUPPLIES	\$8.3
	057694	OFFICE DEPOT	SEWER FUND		Accounts Payable	OFFICE SUPPLIES	\$23.0
	057694	OFFICE DEPOT	SEWER FUND		Accounts Payable	OFFICE SUPPLIES	\$8.3
CHECK #	057694 OF	FICE DEPOT					\$131.7
Check #	057695 OV	VENS AUTO PARTS					
	057695	OWENS AUTO PARTS	SEWER FUND		Accounts Payable	PLOW OIL	\$47.79
CHECK #	057695 OV	VENS AUTO PARTS					\$47.7
CHECK #	057696 OX	YGEN SERVICE CO, INC					
	057696	OXYGEN SERVICE CO, I	ELECTRIC FUN		Accounts Payable	SUBST CYLINDER RENTAL	\$49.4
	057696	OXYGEN SERVICE CO, I	ELECTRIC FUN		Accounts Payable	OXYGEN CYLINDER RENTAL	\$28.5
	057696	OXYGEN SERVICE CO, I	ELECTRIC FUN		Accounts Payable	LFG NITROGEN CYLINDER REN	\$12.2
	057696	OXYGEN SERVICE CO, I	WATER FUND		Accounts Payable	CARB DIOX CYLINDER RENTAL	\$10.8
CHECK #	057696 OX	YGEN SERVICE CO, INC				-	\$101.0
CHECK #	057697 QL	JALITY DISPOSAL					
	057697	QUALITY DISPOSAL	ELECTRIC FUN		Accounts Payable	GARBAGE	\$75.0
	057697	QUALITY DISPOSAL	SEWER FUND		Accounts Payable	GARBAGE	\$163.8
CHECK #	057697 QL	JALITY DISPOSAL				-	\$238.8
CHECK #	057698 QL	JILL CORPORATION					
	057698	QUILL CORPORATION	WATER FUND		Accounts Payable	OFFICE SUPPLIES	\$27.5
	057698	QUILL CORPORATION	SEWER FUND		Accounts Payable	OFFICE SUPPLIES	\$27.4
CHECK #	057698 QL	JILL CORPORATION				-	\$54.9
CHECK #	057701 RM	IB ENVIRONMENTAL LABS	INC				
	057701	RMB ENVIRONMENTAL	WATER FUND		Accounts Payable	LAB TESTING	\$65.0
	057701	RMB ENVIRONMENTAL	SEWER FUND		Accounts Payable	LAB TESTING	\$95.0
	057701	RMB ENVIRONMENTAL	SEWER FUND		Accounts Payable	LAB TESTING	\$95.0
	057701	RMB ENVIRONMENTAL	SEWER FUND		Accounts Payable	LAB TESTING	\$155.0
	057701	RMB ENVIRONMENTAL	SEWER FUND		Accounts Payable	LAB TESTING	\$95.0
	057701	RMB ENVIRONMENTAL	SEWER FUND		Accounts Payable	LAB TESTING	\$113.0
CHECK #		1B ENVIRONMENTAL LABS			·····,···,		\$618.0
CHECK #	057703 SE	H					
	057703	SEH	WATER FUND		Accounts Payable	AWIA RISK & RESILIENCE ASS	\$146.1
CHECK #	057703 SE	Н					\$146.1
CHECK #	057706 ST	ULC, JEREMY					
	057706	STULC, JEREMY	ELECTRIC FUN		Accounts Payable	CLOTHING	\$113.1
CHECK #	057706 ST	ULC, JEREMY				-	\$113.1
CHECK #	057708 TC	TAL CONTROL SYSTEMS,	INC.				
	057708	TOTAL CONTROL SYSTE	SEWER FUND		Accounts Payable	OCT-DEC QUAMBA SLS MONTH	\$135.0
CHECK #	057708 TC	TAL CONTROL SYSTEMS,	INC.				\$135.0
CHECK #	057709 UN	ITED SYSTEMS & SOFTWA	RE INC				
	057709	UNITED SYSTEMS & SO	ELECTRIC FUN		Accounts Payable	ITRON RADIO, TABLET & SETU	\$2,692.3
	057709	UNITED SYSTEMS & SO	WATER FUND		Accounts Payable	ITRON RADIO, TABLET & SETU	\$2,692.3
	057709	UNITED SYSTEMS & SO	SEWER FUND		Accounts Payable	ITRON RADIO, TABLET & SETU	\$2,692.3
		ITED SYSTEMS & SOFTWA					

CHECK #	Search Name	Fund Descr	Dept Descr	Last Dim Descr	Comments	Amount
CHECK # 057710 UF	PPER CASE PRINTING INK					
057710 057710 057710 057710 057710 057710 CHECK # 057710 UF	UPPER CASE PRINTING UPPER CASE PRINTING UPPER CASE PRINTING UPPER CASE PRINTING UPPER CASE PRINTING UPPER CASE PRINTING INK	ELECTRIC FUN ELECTRIC FUN WATER FUND WATER FUND SEWER FUND SEWER FUND		Accounts Payable Accounts Payable Accounts Payable Accounts Payable Accounts Payable Accounts Payable	UB RETURN WINDOW ENVELO NEWSLETTER UB RETURN WINDOW ENVELO NEWSLETTER UB RETURN WINDOW ENVELO NEWSLETTER	\$386.40 \$118.86 \$193.20 \$59.42 \$193.20 \$59.42 \$1,010.50
057712 057712	KING ELECTRIC SUPPLY VIKING ELECTRIC SUPP VIKING ELECTRIC SUPP KING ELECTRIC SUPPLY	WATER FUND WATER FUND		Accounts Payable Accounts Payable	Wellhouse Lights Returne Wellhouse Lighting Suppli	-\$435.00 \$822.56 \$387.56

\$575,791.77



MORA MUNICIPAL UTILITIES

#### PUBLIC UTILITIES COMMISSION CHECK LIST

THE DECEMBER 2021/JANUARY 2022 CLAIMS HAVE BEEN APPROVED FOR PAYMENT BY:

CHAIRMAN

COMMISSION MEMBER

COMMISSION MEMBER

SECRETARY



# MEMORANDUM

Date	1/18/2022
То	Public Utilities Commission
From	Natasha Segelstrom, Administrative Services Director
	Joe Kohlgraf, Public Works Director
RE	101 Villa Drive Sewage Backup

#### BACKGROUND INFORMATION

The Public Utilities Commission directed staff to look further into the history of 101 Villa Drive sewage backups and surrounding area and report back to the Public Utilities Commission for further discussion. The owners of the residence had sewer backups on April 10,2008, March 23, 2019 and November 1, 2021.

#### SUMMARY

October 18, 2019 there had been a plugged line on Birch Street (north/south line) which ties into Villa Drive. The plugged line was in the city line and rags were present. The Villa (senior housing) had a rag catching manhole installed. This had been a bad spot, and there had been repairs to the main line.

On March 23, 2019, staff had been called to the property for a plugged line. The plug had been on the east/west line of Villa, west of Birch approximately 104 fee to a service tap. This was jetted clean that night and televised on April 4, 2019. There had been a root ball on the service tap for 7<sup>th</sup> Street Apartments and was cleaned with the bulldog root remover on June 6, 2019.

November 5, 2020 the line was cleaned with the bulldog and tree roots were present 100 feet from Birch Street. The line was flushed with 1,000 gallons of water on September 17, 2021 and on October 29, 2021.

The last backup reported on November 1, 2021 and the bulldog was used. There had been roots, rags and grease found 20 feet east of Birch Street.

#### **OPTIONS AND IMPACTS**

Discuss further and review requests presented to the PUC from 101 Villa Drive residents.

The city does not have the ability to control items that enter the sewer lines. There is no way of estimating build-up time for grease, rags or roots. A homeowner with a similar had a sewer ball check installed and this had been a remedy.

#### Memorandum

Attachments Letter to the PUC from 101 Villa Drive Maintenance Log History- Handout at meeting December 31, 2021

To: Public Utilities Commission

As discussed at the December 2021 planning meeting I stated I would send a summary of what I had presented.

We have had three sewer back-ups.

- 1. April 10, 2008. Damage repair was \$5,000. The city denied responsibility but did pay our deductible when presented to this commission at that time. After that incident we upped our homeowner's insurance to \$10,0000 for an additional cost to us. Prior to this it was a maximum of \$2,000.
- 2. March 23, 2019. Damage repair was \$7,500. Some types of rags were found in the line. The city denied any responsibility and I have a letter from Ms. Crawford refusing to pay our deductible of \$900. Because we had added the extra coverage, we saved the city a claim for this.
- 3. November 1, 2021. Damage about \$10, 815. Grease in line. Our deductible currently was \$750.

Facts regarding latest incident:

- The city reported they checked the line 10/29/21 and saw no blockage but was also surprised that it could happen that fast. It was noted it usually takes longer than that
- City employee reported that blockage this time was in an area that is not usually a problem.
- I did not really get an answer as to how long it takes to visually check the line but was told a visual inspection would notice a problem if one was in the making.

## Review of previous correspondence with the City or Mora

I reviewed an email from Mr. Kohlgraf from 2019. It was noted that this line on numerous inspections had nonbiodegradable rags in it. This tells me the problem is recurrent and builds up faster then would be caught by your scheduled inspections. There was a plan to televise the line at that time to possibly locate any obstructions as time allowed. I am not sure if that happened. I did ask if televising meant you can always look and see what is going on or only when you televise it. I did not receive an answer.

I reported that Greg Nikodym suggested I ask about a grinder as was done when the jail was built. I was told that is too expensive. I had three different plumbers report that this should not be happening and that there is a problem with the city line that needs to be addressed and corrected.

## Review of Sanitary Sewer System Maintenance Policy dated 6/16/2008.

I commented on your city policy statement provided to me when requested by Mr.Kohlgraf. In section 2, article 1.1 purpose, it is noted that these procedures are necessary to prevent sewer back-ups. The current plan is not working. In my opinion, there is a problem with the line configuration itself, the frequency of monitoring or very possibly both.

Under Section 2, article 1.2 states private property owners are responsible for their portion of the line, including keeping the line free of obstructions, such as debris, roots, and grease. This obviously has not been happening.

Under number 4 of article 1.2 problem area, accurately describes the line by our property based on history. It states the goal is to clean these lines twice a year the first year, once the second year and then follow the regular maintenance schedule after that. This frequency seems is inadequate based on history. Under number 5 of article 1.2 it states camera inspection will be available when there are suspected problems. That would certainly describe the lines affecting my backups.

Under section 2, article 1.5 there is a goal to replace sewer lines that are cracked and in need of repair. Maybe that does not describe the lines affecting the back-up but maybe there are other configuration reasons why these lines should be considered for replacement.

Section 2, article 1.6 states training is provided on a regular basis. While not requesting now I assume these records are available for review.

Section 2, Article 1.10 states records are kept of all inspections, maintenance, and emergency responses. We will be requesting some of these records.

## What we are requesting

1.Refunds of deductible from last two back-ups. \$900 in 2019 and \$750 for current one in 2021.

2. The City of Mora insurance to cover any future sewer back- up losses for replacement costs.

3. A modified plan for our areas lines that would include many more maintenance checks and visual inspections, with specific time frames.

4. If a stepped-up plan does not work and further backup is experienced, we would then assume that these selected lines need repair/re-configuration, a grinder or whatever else might be needed to put an end to this.

5. Willingness by the city to inspect the line right before we be out of town for a bit.

6. I would like a detailed written response to each of these requests and a copy of the maintenance policy if any changes are made to that.

As a side note, this of course potentially affects our home value and the ability to sell in a big way when that time comes.

Finally, what we want most is for the back-ups to stop. I have no doubt that each of you would consider this series of losses to be unacceptable if it affected your homes. I would like to think we could work together to make significant changes to prevent these back-ups

Please include us on the agenda for your January meeting

Respectfully,

Curt and Laurel Robertson

101 Villa Drive.



# MEMORANDUM

Date	1/18/2022
То	Public Utilities Commission
From	Natasha Segelstrom, Administrative Services Director
RE	Marketing Agreement Utility Services Partners Private Label, Inc. dba Service Line Warranties of
	America

#### SUMMARY

The Public Utilities Commission has a marketing agreement with Utility Services Partners Private Label, Inc. dba. Service Line Warranties of America. Approval is needed to accept the amended agreement with revised changes under Section III, Products.

The company offers discounted rates for property owners for external water service line plan, external sewer/septic line plan, interior plumbing and drainage plan and water heater plan.

Previous agreements, Service Line Warranties of America did not offer discounted rates to property owners for water heater plan.

#### **OPTIONS & IMPACTS**

Approve agreement which offers property owners the opportunity to have added services to the agreement.

#### RECOMMENDATIONS

Approve First Amendment of the marketing agreement which offers property owners a water heater plan.

Attachments Marketing Agreement First Amendment 2017 Original Marketing Agreement

#### FIRST AMENDMENT

THIS FIRST AMENDMENT ("First Amendment") to the MARKETING AGREEMENT dated May 1, 2017 (the "Agreement") is entered into by and between Utility Services Partners **Private Label, Inc. d/b/a Service Line Warranties of America**, and the **Mora Public Utilities Commission**. All capitalized terms used in this First Amendment not otherwise defined herein shall have the same meaning ascribed to them in the Agreement. This First Amendment shall be effective on the last signature date set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises as set forth herein and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties do hereby agree to amend the Agreement as follows:

1. Section III of Exhibit A shall be deleted in its entirety and replaced with the following:

III. Products. In exchange for the license conditions above, Company will offer the following discounted rates to Property Owners:

- a. External water service line plan (initially, \$5.25 per month)
- b. External sewer/septic line plan (initially, \$7.25 per month)
- c. Interior plumbing and drainage plan (initially, \$9.49 per month)
- d. Water heater plan (initially, \$7.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

Except as otherwise modified or amended by this First Amendment, all other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment.

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. MORA PUBLIC UTILITIES COMMISSION

By: \_\_\_\_

By: \_\_\_\_

Name: Lindy Crawford Natasha Segelstrom Title: Administrative Services Director

Date:

Title:

Name:

Date:

# **HomeServe/USPPL Partner Agreement**

This Contract Cover Sheet ensures that all contracts signed by HomeServe/USPPL have received input from affected business groups, have been reviewed by the Legal Department, and have been executed by a HomeServe/USPPL Board Member with the appropriate signing authority. The HomeServe/USPPL owner of the contract is responsible for circulating to the affected business group(s) the draft contract for comment and for obtaining sign off as indicated by the initials of the relevant business group(s) Board Member(s) or their designee(s). All contracts must be submitted to the Legal Department for review during the deal process. The Legal Department will then oversee and assist with the negotiation of the contract by either dealing with the counterparty directly or through the HomeServe/USPPL Owner. Once the terms of the contract are acceptable to the Owner and the business group(s), the contract must be presented to the Legal Department for final review and presentation to a HomeServe/USPPL Board Member for execution.

Name and Contact Information of Counterparty:	Mora Public Utilities Commission, MN
HomeServe Owner:	Ashley Shiwarski
Start/End Dates:	5/1/17 to 5/1/20 – 3 years
Is HomeServe Board Approval Necessary?	Yes No X

#### **Contract Terms**

The attached marketing agreement meets the required criteria for the pre-authorized USP/SLWA standard deals. No changes were made to the standard contract wording.

- 1,507 HHs
- SSL \$7.25
- WSL \$5.25
- IPD \$9.49
- Sewer coverage is from the main tap to inside the home
- Water coverage is from the meter and/or curb box to inside the home
- Standard in-home plumbing coverage
- Up to 6 mailings per year over a 3 year term
- Full branding and signature by City official

# Approvals: Date Business Development Business Development Final Execution\* Date

\*Contract execution can be initiated by one of the following corporate officers: Tom Rusin, CEO; Rich Gannon, CFO; John Kitzie, COO; Deb Dulsky, CSO

#### MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of [<u>MAG</u> 1, 20<u>17</u>] ("Effective Date"), by and between the Mora Public Utilities Commission ("Commission"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

#### **RECITALS:**

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the Commission ("Residential Property Owner"); and

WHEREAS, Commission desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "Product" and collectively, the "Products"); and

WHEREAS, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1.<u>Purpose.</u> Commission hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2.<u>Grant of License.</u> Commission hereby grants to Company a non-exclusive license ("License") to use Commission's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to Commission's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Commission agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

3.<u>Term.</u> The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the Commission may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4.<u>Indemnification</u>. Company hereby agrees to protect, indemnify, and hold the Commission, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5.<u>Notice.</u> Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: Commission:

ATTN: Joel Dhein Mora Public Utilities Commission 101 Lake St S Mora; MN 55051 Phone: (320) 225-4806

To: Company:

ATTN: Chief Sales Officer Utility Service Partners Private Label, Inc. 11 Grandview Circle, Suite 100 Canonsburg, PA 15317 Phone: (866) 974-4801

6. <u>Modifications or Amendments/Entire Agreement</u>. Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

7.Assignment. This Agreement and the License granted herein may not be assigned by Company

other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the Commission, such consent not to be unreasonably withheld.

8. <u>Counterparts/Electronic Delivery; No Third Party Beneficiary</u>. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

9. <u>Choice of Law/Attorney Fees.</u> The governing law shall be the laws of the State of Minnesota. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

10. <u>Incorporation of Recitals and Exhibits</u>. The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

MORA PUBLIC UTILITIES COMMISSION Name: JOEL DHEIN

GENERAL Title: MANAGER

# UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Tom Rusin Title: Chief Executive Officer

Name:

Title:

Exhibit A NLC Service Line Warranty Program Mora Public Utilities Commission Term Sheet April 21, 2017

I.Initial Term. Three years

II.License Conditions.

a. Commission logo on letterhead, advertising, billing, and marketing materials

b. Signature by Commission official

III.Products.

a. External sewer line warranty (initially, \$7.25 per month; \$82.00 annually)

b. External water line warranty (initially, \$5.25 per month; \$58.00 annually)

c. In-home plumbing warranty (initially, \$9.49 per month; \$108.99 annually)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the parties in writing.

IV.Scope of Coverage.

a. External sewer line warranty: Scope is from the main tap until line daylights inside home, which includes the service line under the concrete floor.

b. External water line warranty: Scope is from the meter and/or curb box until line daylights inside home, which includes the service line under the concrete floor. Coverage also includes thawing of frozen external water lines.

c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V.Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.

5

## Utility Billing Monthly Report Calendar Year 2021

		QTR 1			QTR 2			QTR 3			QTR 4	
	As of											
Description	1/31/2021	2/28/2021	3/31/2021	4/30/2021	5/31/2021	6/30/2021	7/31/2021	8/31/2021	9/30/2021	10/31/2021	11/30/2021	12/31/2021
Total Account Balances	\$ 705,463.87	\$ 838,680.11	\$ 638,754.31	\$ 727,051.37	\$ 524,737.07	\$ 830,801.45	\$ 773,498.12	\$ 875,394.16	\$ 829,150.07	\$ 802,379.90	\$ 754,860.16	\$ 718,903.20
Current Period	\$ 550,107.03	\$ 669,489.60	\$ 484,941.07	\$ 594,147.47	\$ 387,789.93	\$ 690,118.05	\$ 628,937.31	\$ 726,993.67	\$ 665,896.60	\$ 632,779.41	\$ 594,013.44	\$ 586,549.66
1 Period Overdue	\$ 29,860.88	\$ 37,597.29	\$ 31,120.64	\$ 18,432.55	\$ 30,218.69	\$ 24,473.90	\$ 25,044.75	\$ 22,860.76	\$ 33,365.29	\$ 32,833.91	\$ 22,690.02	\$ 24,098.39
2 Periods Overdue	\$ 8,883.94	\$ 16,142.17	\$ 8,959.81	\$ 10,881.69	\$ (381.13)	\$ 11,405.16	\$ 6,611.86	\$ 5,803.05	\$ 5,234.54	\$ 12,694.29	\$ 8,973.40	\$ 8,844.46
3 Periods Overdue	\$ 116,610.92	\$ 115,451.05	\$ 113,732.79	\$ 103,589.66	\$ 107,109.58	\$ 104,585.98	\$ 112,869.35	\$ 119,736.68	\$ 124,594.26	\$ 123,783.57	\$ 129,036.14	\$ 97,828.14
Total Penalty Balances on Accounts	\$ 8,647.92	\$ 10,826.67	\$ 6,257.44	\$ 6,504.45	\$ 7,606.26	\$ 8,447.95	\$ 10,694.29	\$ 13,571.98	\$ 16,646.77	\$ 17,419.99	\$ 18,480.32	\$ 5,100.02
Past Due/Disconnection Notices Mailed (customer 30 days or more past due and missed payment on arrangements) *	55	51	73	53	53	58	52	51	48	62	51	51
Utility Disconnects	2	0	4	2	6	8	10	3	3	0	5	0
Missed Payments on Payment Agreement	2	0	2	1	3	1	1	1	1	0	1	0
No Response to Past Due/Disc Notice/Door Tag	0	0	2	1	3	7	9	2	2	0	4	0

\* Does not include Quamba residents and water only accounts.

#### COMMENTS:

Credit balance for '3 Periods Overdue' is due to pre-payment on accounts, energy assistance, and a solar connection credits.

# Quarterly Utility Account Adjustments Report For Adjustments \$50.00 or higher

# October 1, 2021 – December 31, 2021

DATE	SERVICE	QTY	AMOUNT	NOTES
MM YYYY				
10/7/21	Penalties		-\$183.22	One time penalty removal request for a commercial customer to help them get caught up on bill. No prior waivers.
10/21/21	Sewer Residential	88,000	-\$660.00	Customer had a hot water heater leak totaling 99,000 gallons. Since that water did not enter the wastewater system, a credit of 88,000 gallons of sewer service was approved based on their average use. Customer fixed issue.
11/24/21	Penalties		-\$1520.42	Commercial customer had penalties removed, penalties shouldn't have been applied in the first place.

			STATION QUARTERLY U 2, 2021 - DECEMBER 31		
Start Date 8	Start Date & Time		Charge Duration (approx mins)	Energy (kWh)	Cost
10/6/2021	4:02 PM	(approx mins) 41	40	30.19	\$17.60
10/10/2021	3:57 PM	36	35	14.62	\$15.80
10/13/2021	5:11 AM	38	37	22.21	\$16.40
10/13/2021	5:55 AM	33	31	11.85	\$14.90
10/13/2021	5:09 PM	66	64	39.99	\$25.1
10/16/2021	10:42 AM	16	16	12.76	\$10.1
10/17/2021	2:01 PM	16	15	12.46	\$9.8
10/20/2021	11:48 AM	30	30	13.61	\$14.3
10/22/2021	4:33 PM	7	7	4.01	\$7.1
10/22/2021	5:17 PM	37	37	20.87	\$16.1
10/28/2021	4:27 PM	25	25	17.53	\$12.8
11/2/2021	7:13 PM	25	24	15.52	\$12.5
11/2/2021	8:48 PM	9	9	6.33	\$8.0
11/4/2021	4:43 PM	39	39	18.42	\$17.0
11/5/2021	4:49 AM	77	76	35.83	\$28.4
11/6/2021	1:28 PM	31	30	24.64	\$14.3
11/7/2021	12:20 PM	46	45	29.97	\$18.8
11/7/2021	8:02 PM	24	23	13.06	\$12.2
11/14/2021	12:34 PM	42	41	19.84	\$17.9
11/17/2021	4:58 PM	79	78	38.49	\$28.7
11/25/2021	9:54 PM	23	22	16.13	\$11.9
11/25/2021	10:37 PM	61	59	30.24	\$23.3
11/28/2021	6:16 PM	13	12	5.41	\$8.9
11/28/2021	6:33 PM	42	42	19.93	\$17.9
12/1/2021	6:11 AM	77	77	46.99	\$28.4
12/1/2021	11:34 AM	38	38	27.74	\$16.4
12/4/2021	10:45 AM	58	57	30.97	\$22.7
12/17/2021	4:14 PM	23	22	9.28	\$11.9
12/19/2021	2:19 PM	51	50	17.30	\$20.6
12/23/2021	6:04 PM	17	17	30.29	\$10.4
12/26/2021	12:58 PM	45	45	41.04	\$18.8
12/26/2021	5:49 PM	64	62	24.83	\$24.2
12/28/2021	5:23 PM	28	28	18.02	\$13.7
uarterly Total		20.9	20.6	720.4	\$546.9
		Hours	Hours	kWh	Customer Cos

10% to ZEF
\$492.21 to be paid
to MMU

KLOCKA L2 EV STATION QUARTERLY USAGE REPORT OCTOBER 1, 2021 - DECEMBER 31, 2021									
Start Date &	Energy (kWh)	Cost							
11/9/2021	2:36 PM	0.5	0.5	3.35	\$0.94				
Quarterly Total		0.5 Hours	0.5 Hours	3.4 kWh	\$0.94 Cost				

10% to ZEF
\$0.85 to be paid to
MMU

## MORA MUNICIPAL UTILITIES SANITARY SEWER RESPONSE REPORT 2021

No.	Date	Time	Address	City sewer back-up	Home Sewage Back-up	Manholes Clear
1	Thursday, January 14, 2021	3:20 PM	847 Howe Ave	yes	No	No
2	Sat, January 23, 2021	3:28 PM	307 Walnut	Yes	Yes	No
3	Fri, March 12, 2021	8:30 AM	600 Watkins	No	yes	yes
4	Sun, March 28, 2021	8:50 AM	348 Watkins	No	yes	yes
5	Thu, May 13, 2021	9:10 AM	812 Woodland	No	yes	yes
6	Fri, May 14, 2021	8:35 AM	424 McLean	No	Yes	Yes
7	Sat, June 05, 2021	9:04 AM	424 Mclean	No	Yes	Yes
8	Wed, August 11, 2021	2:15 PM	507 Morrison	No	Yes	Yes
9	Sat, September 04, 2021	7:45 AM	307 McLean St.	No	Yes	Yes
10	Fri, October 15, 2021	7:00 AM	513 Grove St.N	No	Yes	Yes

11	Fri, October 15, 2021	8:10 AM	307 Park St. S	No	Yes	yes
12	Mon, November 01, 2021	10:20pm	101 Villa Drive	γes	yes	no
13						
14						
15						
16						
17						
18						

#### Comments

Checking issue with manhole and found it to be backed up. Jetted clear. No one affected at this time.

Owner said there was sewage in basement. Checked downstream manhole and found line plugged. Jetted line clear. Advised owner to call city hall Monday morning. Heavy solids caused plug in line.

Home owner left email with City Hall the night before. Staff checked lines. All were clear. Advised homeowner to have service line cleaned.

Staff checked up and down stream manholes, all flowing. Advised owners to have the service line cleaned.

Manholes clear. Tv'ed mainline, found roots and paper in homeowners service line after it was cleaned. Staff jetted and flushed to help remove paper and roots from service line after it was cleaned by contractor.

Manholes clear. Service line plugged cause water to back up when showering and doing laundry. Advised cleaning service line.

Manholes clear. Service line plugged. Suggested clearing line. Work for cleaning done through lake and pines. Sivice line was televised and found broken, scheduled for repair.

Staff checked up and down stream manholes, all flowing. Advised owners to have the service line cleaned. Cleaner was onsite, went further down service line to finish job.

Staff checked up and down stream manholes, all flowing. Issue was interior plumbing. Advised cleaning to homeowner.

Staff checked up and down stream manholes, all flowing. Suggested cleaning service line. \*\*back-up caused by roots in service line per owner after cleaning\*\* Checked up and down stream manholes, along with side street manholes, all clear and flowing. Advised owner to clean service line. Water backed into home while using water and drained away slowly.

Checked up stream, line was full. Jetted line, found heavy grease and light roots. Plug location different from where there has been issues in past. Jetted (cleaned) line from manhole to manhole in that area. Lines returned to normal flow. Line jetted 1 year ago, flushed 3 times this year with normal flow.



# Reliability Indicies Report

01/05/2022

Date Range

01/26/2021 - 11/25/2021

SAIDI:	#Error	Cust Outage Mins / Customers Served	Active:		Total Active Customers	Total Customer Out:	127
SAIFI:	œ	Cust Outages / Customers Served	Outages:	23	Total Number of Outages	Total Reported Minutes:	3,110
CAIDI:	24.48	Avg Minutes / Customer Out				Total Customer Minutes Out:	20,686

Outage Time	Restored	Circuit	Address	Town	Outage Code	Duration (Mins)	Cust 's out	Cust Minutes
1/26/2021 6:17:00 AM	1/26/2021 7:43:00 AM		400 CARDINAL ST	Mora	Unknown -r-	86	1	86
1/29/2021 2:56:00 PM	1/29/2021 4:15:00 PM		110 OSLIN ROAD BULK PLANT	Mora	Scheduled -r-	79	1	79
4/18/2021 5:44:00 AM	4/18/2021 8:09:00 AM		STREET LIGHT HOURS- MMU & CITY	Mora	Equipment -r-	145	1	145
5/16/2021 6:28:00 PM	5/16/2021 9:54:00 PM		1654 210TH AVE	Mora	Equipment -r-	206	1	206
5/21/2021 4:51:00 AM	5/21/2021 6:07:00 AM		1845 205TH AVE	Mora	Animal -r-	76	1	76
6/1/2021 6:33:00 PM	6/1/2021 10:20:00 PM		704 FAIR OAKS DR	Mora	Equipment -r-	227	1	227
6/7/2021 1:45:00 PM	6/7/2021 2:41:00 PM		537 3RD ST	Mora	Equipment -r-	56	1	56
6/9/2021 5:52:00 PM	6/9/2021 8:01:00 PM		2188 HARBOR ST	Mora	Equipment -r-	129	54	6,966
6/11/2021 6:01:00 PM	6/11/2021 8:08:00 PM		1845 205TH AVE	Mora	Unknown -r-	127	1	127
6/13/2021 1:34:00 PM	6/13/2021 2:51:00 PM		413 PARK ST S	Mora	Power Supplier -r-	77	1	77
6/27/2021 4:40:00 PM	6/27/2021 7:14:00 PM		100 PINE ST S	Mora	Equipment -r-	154	1	154
7/16/2021 10:45:00 PM	7/16/2021 11:58:00 PM		1845 205TH AVE	Mora	Equipment -r-	73	1	73
7/26/2021 8:49:00 PM	7/27/2021 12:02:00 AM		231 PARK ST N	Mora	Equipment -r-	193	22	4,246
7/27/2021 7:21:00 PM	7/27/2021 8:24:00 PM		237 UNION ST S	Mora	Unknown -r-	63	1	63
8/3/2021 7:18:00 PM	8/3/2021 8:13:00 PM		537 3RD ST	Mora	Equipment -r-	55	1	55
8/27/2021 4:56:00 AM	8/27/2021 6:17:00 AM		406 WATKINS ST	Mora	Tree -r-	81	11	891
8/29/2021 3:02:00 PM	8/29/2021 5:04:00 PM		412 FOREST AVE W	Mora	Tree -r-	122	1	122
8/30/2021 11:11:00 AM	8/30/2021 8:07:00 PM		1773 200TH AVE #2	Mora	Cable Fault	536	10	5,360
9/30/2021 4:39:00 PM	9/30/2021 5:22:00 PM		770 HWY 65 N	Mora	Unknown -r-	43	1	43
10/31/2021 10:51:00 AM	10/31/2021 3:33:00 PM		1684 220TH AVE	Mora	Vehicle Accident -r-	282	1	282



# Reliability Indicies Report

Date Range 01/26/2021 - 11/25/2021

11/5/2021 3:41:36 PM	11/5/2021 5:15:00 PM	1933 205TH AVE	Mora	Vehicle Accident -r-	93	10	934
11/11/2021 3:46:00 PM	11/11/2021 6:01:00 PM	615 FAIR AVE W	Mora	Human Error -r-	135	2	270
11/25/2021 11:54:00 AM	11/25/2021 1:05:00 PM	607 RIVERSIDE ST	Mora	Equipment -r-	71	2	142

\*Report does not account for every outage in 2021 due to when MMU acquired software.



Date Range

01/26/2021 - 11/25/2021

