

**SHETEK AREA  
WATER  
&  
SEWER  
COMMISSION**

2500 28<sup>th</sup> Street, PO Box 57  
Slayton, MN 56172-0057

**MEMBERS:**

**Jamie Thomazin**  
30 South Shore Drive  
Slayton, MN 56172  
(507) 828-3516  
fishnshetek@hotmail.com

**Donna Kor**  
82 South Shore Drive  
Slayton, MN 56172  
(507) 760-0304  
shetekor@frontiernet.net

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50 South Shore Drive  
Slayton, MN 56172  
(507) 763-1568  
hoymejon@gmail.com

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76 Pleasant View Road  
Slayton, MN 56172  
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Humphreytj@gmail.com

**Valarie Kastner**  
58 Keeley Island Dr  
Slayton, MN 56172  
(712) 389-0644

**David Maguire**  
56 Keeley Island Dr  
Slayton, MN 56172  
(507) 430-2951  
david.maguire@unitedcapmn.org

**Greg Grant**  
PO Box 66  
Russell, MN 56169  
(507) 823-4746

**MAINTENANCE:**

**Dave Brown**  
(507) 760-0071

Website: <http://murray-countymn.com/shetek-area-water-sewer-district-information/>

**Shetek Area Water and Sewer  
Commission Agenda**

*Meeting Date:* November 14, 2022  
*Time:* 4:00 p.m.  
*Location:* Meeting Room B  
Murray County Gov. Bldg.  
Slayton, MN 56172

You may attend in person, listen to the meeting by calling 612-895-1948 (Conference ID: 942437403#), or view the meeting live via Teams. The Teams link can be found on the Murray County home page <https://murraycountymn.com/>.

**Agenda:**

- A. Call Meeting To Order
- B. Roll Call
- C. Identify any Conflicts of Interest
- D. Approval of Minutes
  - a. September 19, 2022 SAWS Meeting
- E. Treasurer's Report/Cash Flow
  - a. Approval of Invoices
  - b. Approval of Recurring Invoices
- F. Engineer's Report
- G. Other
  - a. 1643 201<sup>st</sup> Street- sewer connection
  - b. Huber Development- Subcommittee update
  - c. 2023 Meeting Dates
  - d. 2023 Farm Lease for Pond Ground
- H. Set Next Meeting Date
  - a. December 11, 2022 at 4:00 pm
- I. Adjourn

*Thank you for your time, interest, and participation.*

## **Regular Meeting of the Shetek Area Water and Sewer Commission September 19, 2022**

**Members present:** Donna Kor, Jon Hoyme, Trevor Humphrey, Dave Maguire, Greg Grant

**Others present:** Jean Christoffels, Sarah Soderholm, Dave Brown

**Others present via teleconference:** Lori Gunnink

Meeting called to order by Vice-Chair Donna Kor at 4:00 PM.

No conflicts of interest were identified.

### **Agenda:**

- **Motion (9/19/22a)** Moved by Jon Hoyme, seconded by Greg Grant to approve the agenda with additions. Motion carried unanimously.

### **Minutes:**

- **Motion (9/19/22b)** Moved by Trevor Humphrey, seconded by Dave Maguire to approve the minutes from the previous meeting. Motion carried unanimously.

### **Treasurers report:**

- **Motion (9/19/22c)** Moved by Greg Grant, seconded by Dave Maguire to approve payment of the invoices totaling \$15,334.64. Motion carried unanimously.
- **Motion (9/19/22d)** Moved by Trevor Humphrey, seconded by Dave Maguire to approve payment of the recurring invoices totaling \$12,926.17. Motion carried unanimously.

### **Engineers report:**

1. Dave Brown discussed the quote from Quality flow for the piping replacement for Lift Station #1.
  - **Motion (9/19/22e)** Moved by Trevor Humphrey, seconded by Greg Grant to approve the repair costs. Motion carried unanimously.
2. Dave mentioned the replacement pumps on hand for the lift stations and the upcoming inspection from the Minnesota Pollution Control Agency.
3. Lots of construction has been and is continuing to occur around the lakes.
4. Dave expressed concern over the missing siding on the generator building at Lift Station #3. The options were to replacement siding on the entire building or purchase replacement siding and paint it to match the existing building. The Board asked Dave to obtain a quote for painting costs
  - **Motion (9/19/22f)** Moved by Dave Maguire, seconded by Trevor Humphrey to approve the cost to purchase replacement siding to fill in missing areas. Motion carried unanimously.

**Other:**

1. The Board reviewed the draft NPDES permit renewal.
  - **Motion (9/19/22g)** Moved by Trevor Humphrey, seconded by Greg Grant to approve the NPDES permit for submission to the Minnesota Pollution Control Agency. Motion carried unanimously.
2. An update was given on the delinquent sewer bills. All have been paid.
3. The Board discussed the 2023 insurance renewal.
  - **Motion (9/19/22h)** Moved by Trevor Humphrey, seconded by Greg Grant to approve the renewal of property coverage as presented. Motion carried unanimously.
  - **Motion (9/19/22i)** Moved by Dave Maguire, seconded by Greg Grant to not waive the monetary limits agreement. Motion carried unanimously.
4. In Dominic Jones's absence, Jay Tackle discussed the Red Rock rural water expansion on the west side of the lake. They have about 200 signatures so far need 400.

**Next meeting:** October 10, 2022 at 4:00 pm

**Adjourn:**

- **Motion (9/19/22j)** Moved by Trevor Humphrey, seconded by Dave Maguire to adjourn. Motion carried unanimously.

Respectfully Submitted,

Jon Hoyme  
Shetek Area Water & Sewer Commission Secretary

**SAWS  
LEDGER BALANCE**

Date	CURRENT BALANCE						TOTAL
	# 392	# 393	# 394	# 396			
	OPERATIONS	PFA DEBT	COUNTY DEBT	PFA RESERVE	BALANCE		
January, 2022	493,790.20	1,263,435.50	-1,232,619.99	218,529.13	743,134.84		
February, 2022	510,151.98	1,291,395.65	-1,225,629.92	219,443.73	795,361.44		
March, 2022	559,184.66	1,312,611.58	-1,220,325.94	220,733.20	872,203.50		
April, 2022	551,782.31	1,337,973.35	-1,213,985.49	222,301.09	898,071.26		
May, 2022	569,191.06	1,633,451.32	-1,140,115.59	224,850.14	1,287,376.93		
June, 2022	530,309.22	1,660,142.47	-1,133,442.79	226,801.58	1,283,810.48		
July, 2022	500,110.51	1,155,548.12	-1,143,948.44	228,837.91	740,548.10		
August, 2022	514,177.60	1,180,523.75	-1,137,704.51	230,288.11	787,284.95		
September, 2022	515,173.98	1,198,737.30	-1,133,151.10	231,427.43	812,187.61		
October, 2022					0.00		
November, 2022					0.00		
December, 2022					0.00		

**Shetek Area Water and Sewer Commission**  
**2500 28th Street, PO Box 57**  
**Slayton, MN 56172**

**Expenses:**  
**October 14, 2022**

### *Recurring Invoices*

<b>Pay Date</b>	<b>Payee</b>	<b>For</b>	<b>Warrant #</b>	<b>Amount</b>
8/11/2022	First National Bank	8/2022 direct deposit fee	73252	\$15.00
9/1/2022	Brown Excavating	9/2022 operation & maintenance	168998	\$9,872.08
9/1/2022	Murray County Treasurer	8/2022 postage expense	169002	\$408.69
9/1/2022	Murray County Treasurer	8/2022 billing costs	169002	\$723.84
9/6/2022	Counties Providing Technologies	08/22 sewer billing	169027	\$159.00
9/7/2022	First National Bank	9/2022 direct deposit fee	73459	\$15.00
9/8/2022	AT&T Mobility II	7/26/22 - 8/25/22 service	169083	\$33.97
9/8/2022	Gopher State One Call Inc	8/31 Gopher State One Call	169087	\$44.55
9/8/2022	League of Minnesota Cities	2022-2023 Membership dues	169090	\$2,119.00
9/15/2022	Frontier Communications	8/05/22-9/4/22 phone service	169120	\$293.63
9/15/2022	Nobles Cooperative Electric	8/2022 electrical service	169121	\$1,106.08
9/20/2022	Counties Providing Technologies	9/22 sewer billing	169139	\$159.00
9/20/2022	Staples	8/10 security envelopes	169176	\$16.15
10/3/2022	Brown Excavating	10/2022 operation & maintenance	169221	\$9,872.08
10/3/2022	Murray County Treasurer	9/2022 postage expense	169228	\$341.39
10/3/2022	Murray County Treasurer	9/2022 billing costs	169228	\$723.84
10/7/2022	Gopher State One Call Inc	9/30 Gopher State One Call	169296	\$56.70
10/14/2022	AT&T Mobility II	8/26/22 - 9/25/22 service	169313	\$33.97
10/18/2022	Counties Providing Technologies	10/22 sewer billing	169340	\$159.00
10/20/2022	Frontier Communications	9/05/22-10/4/22 phone service	169407	\$291.55
10/20/2022	Henle Printing	9/27 service slips	169408	\$246.77
10/20/2022	Nobles Cooperative Electric	9/2022 electrical service	169414	\$1,103.17
		Sum of Recurring Invoices		\$27,794.46

I declare under the penalties of law that this account, claim, or demand is just and correct and that has been paid per Resolution 2022-02-14d.

Approved by: \_\_\_\_\_  
SAWSC Treasurer



Marshall Office | 504 Fairgrounds Road | Suite 200 | Marshall, MN 56258-1688 | 507-537-7146  
800-657-3864 | Use your preferred relay service | [info.pca@state.mn.us](mailto:info.pca@state.mn.us) | Equal Opportunity Employer

September 28, 2022

Jamie Thomazin  
Chair, Shetek Area Water & Sewer District  
PO Box 57  
Slayton, MN 56172-0057

RE: Shetek Area Water & Sewer District Wastewater Treatment Facility  
NPDES/SDS Permit Number MN0070947  
Compliance Evaluation Inspection and Letter of Warning

Dear Chair Thomazin:

Enclosed is the Compliance Evaluation Inspection (CEI) Report and Letter of Warning (LOW) that resulted from an inspection of the Shetek Area Water & Sewer District Wastewater Treatment Facility (Facility) on September 22, 2022, by Brad Gillingham of the Minnesota Pollution Control Agency (MPCA).

The CEI consisted of a visual inspection of the Facility, and a discussion with David Brown, Wastewater Operator, and Sarah Soderholm, Environmental Technician. In addition, there was a review of the monthly Discharge Monitoring Reports and reports for the time-period from September 2019 through July 2022. Based on the results of the CEI, two alleged missed sample violations, and one alleged effluent violation of the terms and conditions set forth in the National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) permit were documented as alleged in the LOW. Please see the attached CEI Report and LOW for further detail.

Please be aware, this correspondence does not preclude the MPCA from taking further action in response to noncompliance identified.

If you have any questions, please contact me at 507-476-4255 or 800-657-3864 and by email at [brad.gillingham@state.mn.us](mailto:brad.gillingham@state.mn.us). Thank you for your attention to this matter.

Sincerely,

*Brad Gillingham*

This document has been electronically signed.

Brad Gillingham  
Environmental Specialist  
Municipal Division

BG:kb

Enclosure

cc: David Brown, Shetek Area Water & Sewer District Wastewater Treatment Facility (w/enclosure)  
Sarah Soderholm, Murray County (w/enclosure)  
Activity ID INS20220001 @ 148555

RECEIVED SEP 28 2022

**Water Quality Point Source Program  
Compliance Evaluation Inspection Report**

**Facility information:**

Facility name: Shetek Area Water & Sewer District Wastewater Treatment Facility  
 Permit number: MN0070947  
 Address: 2150 State Highway 30, Currie, Minnesota 56123  
 SIC code: 4952 - Sewerage Systems  
 Permit expiration date: June 30, 2023  
 Facility design flow: 0.241 million gallons per day (MGD) average wet-weather (AWW)  
 EPA facility type classification: EPA Minor (Minor: <1.0 MGD AWW Design; Major: >1.0 MGD AWW Design)  
 Type of flow: Domestic  
 Land application type: N/A

**Geographic information:**

MPCA region: Southwest  
 County: Murray  
 Basin: Des Moines River  
 Major watershed: Des Moines River - Headwaters  
 Receiving water: Des Moines River

**Those present during the inspection:**

David Brown, Wastewater Operator  
 Sarah Soderholm, Environmental Technician

**MPCA representatives:**

Brad Gillingham, Environmental Specialist

**Inspection information:**

Inspection date: September 22, 2022  
 Inspection category: Routine Inspection  
 Inspection type: Wastewater Compliance Evaluation Inspection

**Facility components:**

- Collection system (gravity and/or pressure)
- Phosphorus Removal (chemical addition)
- Primary treatment - primary stabilization pond
- Pumping (Lift) Station
- Secondary Stabilization Pond

**Treatment plant operators:**

Name	Email	Phone	Class	Expiration
David Brown	<a href="mailto:dave_brown_98@hotmail.com">dave_brown_98@hotmail.com</a>	507-760-0071	D	05/01/2024

If any of the above Treatment plant operators, including their associated contact information are inaccurate, please submit those edits to Tracy Finch ([tracy.finch@state.mn.us](mailto:tracy.finch@state.mn.us)) and Andrea Ebner ([andrea.ebner@state.mn.us](mailto:andrea.ebner@state.mn.us)).

**Facility contacts:**

Name	Relationship	Phone	Email
Dave Brown	is 24-Hour emergency contact-Primary for is DMR recipient for	507-760-0071	<a href="mailto:dave_brown_98@hotmail.com">dave_brown_98@hotmail.com</a>
Heidi Winter	is Wastewater Billing Contact for is responsible official for owns	507-836-1152	<a href="mailto:hwinter@co.murray.mn.us">hwinter@co.murray.mn.us</a>
Jon Peterson	is contractor for		<a href="mailto:jon.peterson@bolton-menk.com">jon.peterson@bolton-menk.com</a>
Connie Wieneke	is DMR recipient for is Online Subscriber for	507-836-1167	<a href="mailto:cwieneke@co.murray.mn.us">cwieneke@co.murray.mn.us</a>
Sarah Soderholm	is Online Subscriber for is Wastewater permit contact for	507-836-1165	<a href="mailto:ssoderholm@co.murray.mn.us">ssoderholm@co.murray.mn.us</a>

If any of the above contacts are inaccurate, please submit the appropriate form to [NPDES.PCA@state.mn.us](mailto:NPDES.PCA@state.mn.us):

- To remove an Online Subscriber contact, please submit an [e-Services: Request to remove account holder authorization](#) (wq-wwprm7-100b)
- For all other contact updates, please submit a [Permit contact change form](#) (wq-wwprm7-72)



## Inspection Summary

A Compliance Evaluation Inspection (CEI) was conducted on September 22, 2022, by Brad Gillingham of the Minnesota Pollution Control Agency (MPCA) to determine the Shetek Area Water & Sewer District's (District) compliance status with the terms and conditions of its National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) Permit. The following is a summary of the findings and comments resulting from that inspection.

**Key:** A = Advisory C = Compliant NC = Non-Compliant NI = Not Inspected NA = Not Applicable

Compliance Status	Requirement and Notes:
	<b>Compliance Evaluation Inspection (CEI)</b>
	The CEI consisted of a visual inspection of the Facility and a discussion with David Brown, Wastewater Operator, and Sarah Soderholm, Murray County. In addition, there was a review of the monthly Discharge Monitoring Reports (DMRs) and reports for the time-period from September 2019 through July 2022.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Overall Physical Condition of the Plant</b>
<b>Comments:</b>	<ol style="list-style-type: none"> <li>Some of the plastic staff gauge covers on the telescoping valve stems are in poor condition. The District should replace these covers.</li> <li>The concrete in the District's primary influent splitter structure is continuing to deteriorate from the build-up of hydrogen sulfide gas. The District should budget for future repair or replacement of this structure.</li> </ol>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Adequate Operation &amp; Maintenance to Achieve Permit Compliance</b>
	<ul style="list-style-type: none"> <li>Certified Operator</li> <li>Maintenance schedule - daily, weekly, and monthly</li> </ul>
<b>Comments:</b>	<ol style="list-style-type: none"> <li>David Brown, Brown Excavation is the contracted Wastewater Operator.</li> <li>Maintenance of both the collection system and the Facility is excellent.</li> </ol>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Flow Data/Collection System/Inflow &amp; Infiltration (I&amp;I)</b>
	<ul style="list-style-type: none"> <li>Number of lift stations: Four</li> <li>Alarm System: Dialer System</li> <li>Inspection/cleaning program frequency: OK</li> <li>Flow Instrument Equipment Calibration: OK</li> </ul>
<b>Comments:</b>	<ol style="list-style-type: none"> <li>All four lift stations were inspected. There was very minimal/no odor detected at all four lift stations. The District has a schedule to upgrade the piping, floats, and lift station components in one lift station each year. Lift station 4 was recently completed.</li> <li>The collection system includes approximately 800 Environmental One (E-1) grinder lift stations. The District has developed a grinder lift station pump tracking system that allows the District to track pump repairs, and plan for future maintenance and service at each grinder lift station. The District is commended for developing this excellent method for tracking collection system components.</li> <li>The District monitors influent flow with a Magnetic Flow Meter. The meter was last calibrated on July 29, 2022.</li> <li>The District determines effluent flow by taking measurements of the secondary pond depth during discharge, and calculating flow based on the acreage of the secondary pond. Based on the 11.1-acre secondary pond size the City should be reporting .3015 million gallons (MG) for every inch discharged.</li> </ol>

Compliance Status	Requirement and Notes:
	5. The NPDES/SDS Permit indicates that the average wet weather (AWW) design flow is 241,000 gallons per day (gpd). The District reported 99,241 gpd during the August 2021-July 2022 review period.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Desktop Water Balance</b>
<b>Comments:</b>	A desktop water balance indicated that the District reported 338 gallons per acre per day (GPAD) unaccounted for (missing) during the review period. Current MPCA guidelines allow for a maximum seepage rate of 500 GPAD for stabilization ponds constructed after May 16, 1975.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Bypasses, Overflows, Releases Prohibited</b>
<b>Comments:</b>	The District reported a broken lateral sewer line to the Duty Officer (196441) on January 20, 2021. The release resulted from a break in a lateral line. The sewage leaked into the frozen ground and no visible water was reported.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A <input type="checkbox"/> NA	<b>Release Follow-Up:</b> <ul style="list-style-type: none"> <li>• Take all reasonable steps to immediately end release</li> <li>• Notify Duty Officer immediately</li> <li>• Recover as rapidly and thoroughly as possible</li> <li>• Release sampled and results submitted within 30 days</li> <li>• Nuisance conditions prohibited</li> </ul>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Sampling Methods/Lab Certification</b>
	<ul style="list-style-type: none"> <li>• Certified Laboratory- Minnesota Valley Testing Laboratory</li> <li>• Representative sampling (Sample type, location, timing)</li> <li>• Additional Sampling (If yes-reported on DMR and Sample Values)</li> </ul>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Field Parameter Analysis: pH Meter-</b>
	<ul style="list-style-type: none"> <li>• Instrument Manufacturer and Model- pH Tester 2</li> <li>• Calibration procedure and records</li> <li>• Minimum of 2-point calibration</li> <li>• Buffers current (e.g., not expired)</li> <li>• Calibrated each day of sample</li> </ul>
<b>Comments:</b>	A copy of the MPCA pH Meter calibration log was provided to the Operator during the inspection.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Field Parameter Analysis: Dissolved Oxygen (DO)</b>
	<ul style="list-style-type: none"> <li>• Instrument manufacturer and model- YSI DO-200</li> <li>• Calibration procedure and records</li> <li>• Calibration frequency</li> </ul>
<b>Comments:</b>	A copy of the MPCA DO Meter calibration log was provided to the Operator during the inspection.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Sample Preservation and Procedures</b>
	<ul style="list-style-type: none"> <li>• Sample Type (e.g. Comp. vs. Grab) compliant with Limits &amp; Monitoring</li> <li>• Holding Times (e.g. pH, TRC, D.O. within 15 minutes, etc.)</li> <li>• Thermal preservation adequate (<math>\leq 6^{\circ}</math>Celsius)</li> <li>• Composite Samples refrigerated during sample collection if applicable</li> <li>• Thermometers (Sample Fridge, etc. checked annually w/NIST)</li> </ul>
<b>Comments:</b>	Several laboratory sheets were spot checked during the inspection. All holding times and temperatures were met on those laboratory sheets.

<b>Compliance Status</b>	<b>Requirement and Notes:</b>
<input checked="" type="checkbox"/> NC <input type="checkbox"/> C <input type="checkbox"/> A	<b>Discharge Monitoring Reports/Sample Values/Annual Reports</b> <ul style="list-style-type: none"> <li>• Reports (Required reports submitted on time)</li> <li>• Sample Values submitted on time</li> <li>• Discharge Monitoring Reports (DMRs) submitted on time</li> <li>• Lab Data matches DMR values</li> <li>• Frequency of sampling (No missed samples)</li> </ul>
<b>Comments:</b>	The District failed to sample two effluent parameters during the review period. The District will be issued Letter of Warning (LOW) for this alleged violation.
<input checked="" type="checkbox"/> NC <input type="checkbox"/> C <input type="checkbox"/> A	<b>Effluent Violations</b>
<b>Comments:</b>	The District reported one effluent violation during the review period. The District will be issued a LOW for this alleged violation.
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Record Keeping:</b>
<input type="checkbox"/> NC <input type="checkbox"/> C <input checked="" type="checkbox"/> A	<b>Permit Limit Violation Follow-Up</b> <p>The District is required by the Permit to submit a report with the DMR identifying the cause of any effluent limit exceedances, and the actions taken by the District to prevent future exceedances. This report can be made on the pond observations comments section.</p>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Record Keeping:</b> <p>Maintain records for at least three years and with following:</p> <ul style="list-style-type: none"> <li>• Place, date, time of sample/measurement</li> <li>• Date of analysis</li> <li>• Name of person performing sample/measurement, etc.</li> <li>• Analytical techniques, procedures, and methods used</li> <li>• Results of analysis</li> <li>• Chain of Custody Forms</li> </ul>
<b>Comments:</b>	A random inspection of Chain of Custody forms was completed during the inspection.
	<b>Stabilization Pond Operation</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	Bypass Structures-All structures capable of bypassing locked
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Pre-Discharge Samples</b> <ul style="list-style-type: none"> <li>• Samples taken as composites from all four sides</li> <li>• Samples taken less than 2 weeks prior to discharge (pH &amp; D.O. within 24 hrs.)</li> </ul>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Pond Observations-</b> Pond system inspected weekly, and records kept of Water Depth, Aquatic plant coverage, Floating mats & Ice coverage, Odors, Condition of dikes & presence of muskrats
<b>Comments:</b>	The District has purchased a pontoon to add Aluminum Sulfate when necessary to meet Total Phosphorous limits.
	<b>Lift Station Additives:</b>
<b>Comments:</b>	The District does not use any lift station additives. If the District starts to use any lift station additives the District should submit the Safety Data Sheet and maximum usage rate (lbs/day or gallons/day) to the MPCA email <a href="mailto:additives.pca@state.mn.us">additives.pca@state.mn.us</a> . The MPCA is requesting this information so that when permits are reissued the information is available for evaluation during reissuance.
<input type="checkbox"/> NC <input type="checkbox"/> C <input checked="" type="checkbox"/> NA	<b>Enforcement Actions over the Review Period</b>
<input type="checkbox"/> NC <input type="checkbox"/> C <input checked="" type="checkbox"/> NA	<b>Compliance Schedule Progress</b>

Compliance Status	Requirement and Notes:
<input type="checkbox"/> NC <input type="checkbox"/> C <input checked="" type="checkbox"/> NA	<b>Biosolids/Land Application Sites</b>
<input type="checkbox"/> NC <input type="checkbox"/> C <input checked="" type="checkbox"/> NA	<b>Pretreatment-Significant Industrial Users</b>
<input type="checkbox"/> NC <input type="checkbox"/> C <input checked="" type="checkbox"/> NA	<b>Chronic Toxicity Requirements</b>

## Letter of Warning

This is a Letter of Warning (LOW) issued by the Minnesota Pollution Control Agency (MPCA) to the Shetek Area Water & Sewer District Wastewater Treatment Facility (District) for two alleged missed sample violations, and one alleged effluent violation at the District's Wastewater Treatment Facility located in Murray County, Minnesota. The MPCA has sufficient information to allege that the District has violated the following provisions of federal regulations, state statutes, rules, or permit conditions:

**1. NPDES/SDS Permit Number MN0070947, Limits and Monitoring, SD 001 Effluent Waste Stream, Page 25**

Date	Parameter	Reported Value	Limit	Limit Type	Rpt. Value to Limit
May-20	Total Phosphorus	1.4 mg/L	1 mg/L	Cal/Mo/Ave	1.4

During the September 22, 2022, compliance evaluation inspection (CEI) and file review, the MPCA documented that the District reported one effluent limit violations with the conditions of the NPDES/SDS Permit during the review period (September 2019 through July 2022).

**2. NPDES/SDS Permit Number MN0070947, Limits and Monitoring, SD 001 Effluent Waste Stream, Page 25**

During the September 22, 2022, CEI and file review, the MPCA documented that the District failed to monitor and report two parameters with the conditions of the NPDES/SDS Permit during the review period (September 2019 through July 2022).

Date	Station	Parameter	Station Description
May-20	SD 001	Total Dissolved Solids	Effluent Waste Stream
May-21	SD 001	Total Dissolved Solids	Effluent Waste Stream

On September 22, 2022, the alleged violations were discussed with the District during the inspection. No further correspondence is required from the District.

Please note that the LOW and the District's response will remain on record at the MPCA, and the response does not preclude the MPCA from taking further action with respect to the violations listed in the LOW.

September 28, 2022

*Date signed*

**STATE OF MINNESOTA  
POLLUTION CONTROL AGENCY**

*Brad Gillingham*

*This document has been electronically signed.*

Brad Gillingham  
Environmental Specialist  
Municipal Division

Comments and questions should be addressed to:

Brad Gillingham, Environmental Specialist

Minnesota Pollution Control Agency

504 Fairgrounds Road, Suite 200

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# **Shetek Area Water and Sewer District 2023 Meeting Schedule**

January 9, 2023

February 13, 2023

March 13, 2023

April 10, 2023

May 8, 2023

June 12, 2023

July 10, 2023

August 14, 2023

September 11, 2023

October 9, 2023

November 13, 2023

December 11, 2023

**FARM LEASE**  
**Cash Rent, Installments, Security Interest Clause**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 202~~21~~, by and between the Shetek Area Water and Sewer District, a body politic incorporated under the laws of the State of Minnesota (the "District"), party of the first part, Lessor, and Francis Gervais of the Township of Murray, County of Murray, and State of Minnesota, party of the second part, Lessee.

WITNESSETH, that the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Demise, Lease, and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of Murray, and State of Minnesota, viz.:

27.1 tillable acres in the Southeast Quarter (SE ¼), Section Fifteen (15),  
Township One Hundred Seven (107) North, Range Forty (40) West,  
Murray Township, Murray County, Minnesota

containing 27.1 acres be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than 27.1 acres each year during the continuance of this Lease.

TO HAVE AND TO HOLD, the above rented unto the said second party, his heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of this Lease beginning the 1<sup>st</sup> day of January, 202~~32~~ and ending the 31<sup>st</sup> day of December, 202~~32~~.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of Four Thousand Seven Hundred Forty-Two and 50/100 (\$4,742.50), payable at 2500 – 28<sup>th</sup> Street, Slayton, Minnesota 56172, in two (2) installments with interest at the rate of -0- percent on each installment after due, to wit:

\$2,371.25 on or before May 1, 202~~32~~ \$2,371.25 on or before October 1, 202~~32~~

AND IT IS FURTHER AGREED, by and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this Lease. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this Lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten (10) days notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at 2159 State Highway 30, Currie, Minnesota 56123, which is hereby declared by said second party to be his usual post-office address.

And the said second party also covenants and agrees to and with the said first party not to assign this Lease or underlet the above rented premises, or any part thereof, without first obtaining the written consent of the said first party and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, its heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone expected. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all Russian Thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or its agents shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said demised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this Lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this Lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this Lease, any at any time thereafter, said first party shall have in addition to the rights and remedies granted hereby, all rights and remedies of secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorneys' fees and legal expenses of said first party.

Words used in this instrument in the masculine gender include the feminine and neuter, the singular number includes the plural and the plural the singular.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands the day and year hereinbefore written.

SHETEK AREA WATER AND SEWER DISTRICT

\_\_\_\_\_  
Its Board Chairman

\_\_\_\_\_  
FRANCIS GERVAIS, Lessee

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF MURRAY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202~~21~~, before me, a Notary Public within and for said County and State, personally appeared Jamie Thomazin, Board Chair, of the Shetek Area Water and Sewer District, a body politic incorporated under the laws of the State of Minnesota, (the "District"), Lessor, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said entity.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF MURRAY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202~~21~~, before me, a Notary Public within and for said County and State, personally appeared Francis Gervais, Lessee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC