

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY UTILITIES AUTHORITY

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma
AMENDED AGENDA**

April 11, 2023

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of March 14, 2023
- b. Discussion and Consideration for Possible Action on Amended Industrial Water Purchase Agreement with Rural Water District 5 (C-2023-23)
- c. Discussion and Consideration for Possible Action on Amended Water Purchase Agreement with Rural Water District 5 (C-2023-25)

2. Consider Items Removed from Consent

3. Information Items

- a. Solid Waste Collection Monthly Report - March 2023
- b. Solid Waste Disposal Monthly Report - March 2023
- c. Utility Billing Monthly Report - March 2023
- d. Waste Water Treatment Plant Monthly Report - March 2023
- e. Water/Sewer Line Maintenance Monthly Report -March 2023
- f. Water Treatment Plant Monthly Report - March 2023

4. Administration

- a. Consideration and Possible Action Granting the Mayor and Staff Authority to Sign Consent Order in Case No. 23-096

5. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 6:35 p.m. on the 6th day of April, 2023. An amended agenda was posted at the place of such meeting at 4:00 p.m. on the 10th day of April, 2023.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Cynthia Price, City Clerk
Re: Consider Approval of Regular Meeting Minutes of March 14, 2023

Council Information / Action Requested

Approval of Regular Meeting Minutes of March 14, 2023

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Durant City Utilities Authority Minutes 03142023 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 8th day of November, 2022 and that an agenda of said meeting was posted at the place of such meeting at 2:20 p.m. on the 10th day of March, 2023.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY UTILITIES AUTHORITY
March 14, 2023 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma**

CALL TO ORDER

Acting Chairman Danny Sherrer called the meeting to order at 6:47 p.m.

ROLL CALL

Present:

Trustee Steve Brittingham
Trustee Humphrey Miller
Trustee Curtis Morris
Acting Chairman Danny Sherrer
City Attorney Tom Marcum
City Manager Lisa Taylor
City Clerk Cynthia J. Price

Absent:

None

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of February 14, 2023

Motion To: Approve Consent Item as Presented

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

2. Consider Items Removed from Consent

Motion To: Approve Consent Item as Presented

Motion By:

Seconded By:

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None

3. Information Items

- a. Solid Waste Collection Monthly Report - February 2023
- b. Solid Waste Disposal Monthly Report - February 2023
- c. Utility Billing Monthly Report - February 2023
- d. Waste Water Treatment Plant Monthly Reports - February 2023
- e. Water/Sewer Line Maintenance Department Monthly Report - February 2023
- f. Water Treatment Plant Monthly Reports - February 2023

4. Administration

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Steve Brittingham

Seconded By: Humphrey Miller

Ayes: Brittingham, Miller, Morris, Sherrer

Nays: None

Abstain: None



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Tom Marcum, City Attorney
Re: Discussion and Consideration for Possible Action on Amended Industrial Water Purchase Agreement with Rural Water District 5 (C-2023-23)

Council Information / Action Requested

Possible Action on Amended Industrial Water Purchase Agreement with Rural Water District 5 (C-2023-23)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2023-23 Amended Industrial Water Purchase Agreement UNSIGNED

AMENDED INDUSTRIAL WATER PURCHASE AGREEMENT

This Amended Industrial Water Purchase Agreement ("Agreement") for the sale and purchase of industrial water is entered into as of the ____ day of _____, 2021, by and among The Durant City Utilities Authority, an Oklahoma Public Trust, located at 300 West Evergreen, Durant, OK 74701, hereinafter referred to as the "Seller", and Rural Water and Sewer District No. 5, Bryan County, Oklahoma, 22404 State Road 78 South, Durant, OK 74701, hereinafter referred to as "Purchaser", and shall replace and supersede the Industrial Water Purchase Agreement of June 14, 2016, and any amendments thereto.

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of 82 O.S. 1324.1 et.seq., for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the State Director of Rural Utilities Services and to accomplish this purpose, the Purchaser will require a supply of treater water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the State Director of Rural Utilities Services, and

Now, therefore in consideration of the foregoing and the mutual agreements hereinafter set forth.

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this Agreement or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Oklahoma, Department of Environmental Quality in such quantity as may be required by the Purchaser not to exceed 1,000,000 average gallons per day.

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Deleted: Such limit shall include all obligations of Seller including those set forth in any other contract or agreement between the parties including but not limited to a Water Purchase Contract.

2. (Point of Delivery and Pressure) That water will be furnished at typical static pressure range of 38 pounds per square inch to 55 pounds per square inch and a low dynamic pressure of 25 pounds per square inch, at a minimum flow rate of 750 gallons per minute, from no more than two agreed upon points of delivery (master meter locations) which would be located at the takeover point as determined by Purchaser (also known as the "TOP") at the Site in Bryan County, State of Oklahoma. Emergency failures of pressure of supply due to main supply line breaks, power failure, flood, fire, and use of water to fight the fire, earthquake, or other catastrophe shall excuse the Seller from this provision for time as may be necessary to restore service. Seller may deliver water to Purchaser through two separate

water lines (the "Water Lines"); provided, however, if both Water Lines are used, the requirements of this Section A.2. and Section A.1. above (i) with respect to the quantity and flow rate shall be met in the aggregate from both Water Lines, and (ii) with respect to water pressure shall be met independently by each of the Water Lines.

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3. 3.(Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery at the Site, the necessary metering equipment, including, but not limited to, a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 12 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read between the 10th and 20th day of each month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings. Purchaser shall have the right to review and approve the metering equipment and locations.

4. 4. (Billing Procedure) To furnish the Purchaser at the above address not later than the last workday of each month, with an itemized statement of the amount and cost of water furnished to the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Industrial Water Rate Class) To establish an industrial user rate structure for industrial customers located within the corporate city limits. The Purchaser agrees to establish and maintain an industrial user water classification and corresponding rate structure which is equal to the most current industrial water rate structure adopted by Seller. For reference, Resolution 2015-38 establishes the relevant industrial water rate structure adopted by Seller and in effect on the date of this Agreement as set forth on Exhibit A attached hereto.

The following conditions must apply in order to qualify for the industrial water rate:

- a. The industrial customer is located in an industrial zone within the corporate city limits of Durant and is engaged in manufacturing or processing.
- b. Industrial water usage must exceed one (1) million gallons per month. If usage is one (1) million gallons or more per month, all water usage will be charged at a 20% discount off the current regular commercial water rate approved by Seller. If usage is less than one (1) million gallons per month, the customer will be charged the current regular commercial water rate approved by Seller.

2. (Purchaser Rates and Payment Date) To pay the Seller, not later than the fifteenth

(15th) day of each month, for water delivered in accordance with the following schedule of rates:

Purchaser agrees to pay **\$2.35** per thousand gallons per month.

3. (Tax Covenants) Purchaser acknowledges that Seller has advised Purchaser that the requirement of the Internal Revue Code of 1986 and regulations adopted there under (collectively, the "Code") applicable to obligations issued and to be issued by Seller to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and maintain compliance with such Code requirements, Purchaser makes the following covenants:

a. Purchaser will not sell any water purchased under this Agreement in any manner that could cause such sale to result in any facility of Seller being deemed to be used for a private business use under the Code.

b. Purchaser will not resell any water under this Agreement, whether directly or as a part of a sale of water from Purchaser's water system, to a wholesale purchaser for resale by such purchaser (i.e.) Purchaser will only sell water purchased under this Agreement to its industrial customers for ultimate consumption or use).

c. Purchaser will not enter into any arrangement for water purchased under this Agreement and resold to Purchaser's retail industrial customers that conveys priority rights or other preferential benefits or that would obligate any retail industrial customer to make payments that are not contingent on the amount of water purchased by such customer as take or pay or take and pay contracts.

In the event such Code requirements or interpretations thereof, change after the date hereof, any or all of the foregoing may be modified by agreement of the parties.

Upon Seller request Purchaser shall confirm to Seller that it has not sold any water purchased under this Agreement other than in compliance with the foregoing.

4. (Additional Tax Covenants) Purchaser represents and confirms that it is a rural water district duly organized and established under the provisions of 82 O.S. §1324.1 et.seq. and covenants that it will continue to be such a rural water district for the term of this Agreement. Purchaser further represents and confirms that it is exempt and will remain exempt from federal income taxation for the term of this Agreement and, by virtue of such exemptions, has not and will not file Federal income tax returns or paid and will not pay any Federal income tax for the term of this Agreement.

5. (Remedies and Indemnification for Breach of Tax Covenants) Purchaser and Seller agree that:

a. The provisions of Section B.3. and B.4. constitute material terms and

conditions of this Agreement.

C. It is further agreed among the Seller and the Purchaser as follows:

1. (Term of Agreement) That this Agreement shall extend for a term of ~~twenty-five~~ (25) years from the date of this Agreement.

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2. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser in accordance with Section A. 1. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of a shortage of water, or the supply of water available to the Seller is otherwise diminished, the supply of water to the Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to the Seller's consumers is reduced or diminished.

3. (Modification of Agreement) That the provisions of this Agreement pertaining to the schedule of rates to be charged by the Purchaser for water delivered to industrial consumers are subject to modification in accordance with rate changes approved by Seller. Likewise, the schedule of rates to be paid by the Purchaser to the Seller shall be modified to reflect any rate changes approved by Seller proportionally. Other provisions of this agreement may be modified or altered by written agreement of the Seller and Purchaser.

4. (Regulatory Agencies) That this Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

5. (Infrastructure Improvements in Conjunction with Commercial Metals Company Steel Rebar Manufacturing Facility) That Rural Water and Sewer District No. 5 has actual jurisdiction over a portion of the project construction related to infrastructure improvements necessary to facilitate an economic development project in which Commercial Metals Company has committed to construction and operation of a steel rebar manufacturing facility within the City limits of Durant, Oklahoma.

6. (Fee Collection for Sanitary Sewer Billing Service) A meter will be installed and read monthly by City of Durant staff to measure the sanitary sewer discharge of Commercial Metals Company into The Durant City Utilities Authority sanitary sewer collection system, therefore Rural Water and Sewer District No. 5 will not be responsible for sending billing statements to Commercial Metals Company for sanitary sewer service and a collection fee will not be applicable.

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In Witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

EXHIBIT A
TO INDUSTRIAL WATER PURCHASE AGREEMENT

Industrial Water Rate Inside City Limits:

	Regular Rate
First 2,000 gallons	\$14.95
Next 1,000 gallons	\$3.60
Next 1,000 gallons	\$3.80
Next 1,000 gallons	\$3.90
All over 5,000 gallons (rage per 1,000 gallons)	\$3.80

Note - 20% Discount Rate available only if 1,000,000 gallons of water are purchased per month



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Tom Marcum, City Attorney
Re: Discussion and Consideration for Possible Action on Amended Water Purchase Agreement with Rural Water District 5 (C-2023-25)

Council Information / Action Requested

Possible Action on Amended Water Purchase Agreement with Rural Water District 5 (C-2023-25)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2023-25 Amended Water Purchase Contract UNSIGNED

AMENDED WATER PURCHASE CONTRACT

The contract for the sale and purchase of water is entered into as of the ____ day of _____, 2021 between The Durant City Utilities Authority, an Oklahoma Public Trust, located at 300 West Evergreen, Durant, OK 74701, hereinafter referred to as the "Seller" and Rural Water and Sewer District No. 5, Bryan County, Oklahoma, 22404 State Road 78 South, Durant, OK 74701, hereinafter referred to as the "Purchaser". This Amended Water Purchase Contract replaces and supersedes that certain Water Purchase Contract dated July 9, 2002, between the Seller and Purchaser and any amendments, additions or modifications thereto;

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of 82 O.S. §1324.1, et. seq., for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Now, therefore in consideration of the foregoing and the mutual agreements hereinafter set forth.

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Oklahoma, Department of Environmental Quality in such quantity as may be required by the Purchaser not to exceed 2,000,000 average gallons per day.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant average pressure calculated at a minimum of forty (40) pounds per square inch from the most easily accessible point of supply which would be located in Bryan County, State of Oklahoma. If greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be born by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and use of water to fight the fire, earthquake, or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to

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Deleted: Such limit shall include all obligations of Seller including those set forth in any other contract or agreement between the parties including but not limited to an Industrial Water Purchase Agreement

restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 12 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read between the ~~1st~~ and ~~20th~~ day of each month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

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4. (Billing Procedure) To furnish the Purchaser at the above address no later than the ~~tenth~~ (10th) day of each month, with an itemized statement of the amount and cost of water furnished to the Purchaser during the preceding month.

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Commented [KP1]: Tom, this is a different date than in the Industrial Contract. The District would prefer the bills to come at the same time, although it doesn't have a preference as to whether it's the 10th day of the month or the last day of the month.

B: The Purchaser Agrees:

5. (Rates and Payment Date) To pay the Seller, not later than the fifteenth (15th) day of each month, for water delivered in accordance with the following schedule of rates:

Purchaser agrees to pay \$2.52 per thousand gallons for the first seven (7) million gallons per month; after 7 million gallons the rate is \$2.38 per thousand gallons, or pay to Seller the sum of ~~\$250,000.00~~ annually, whichever is greater.

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6. (Tax Covenants) Purchase acknowledges that Seller has advised Purchaser that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the "Code") applicable to obligations issued and to be issued by Seller to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and maintain compliance with such Code requirements, Purchaser makes the following covenants:

a. Purchaser will not sell any water purchased under this Contract in any manner that could cause such sale to result in any facility of Seller being deemed to be used for a private business use under the Code.

b. Purchaser shall not be prohibited from reselling any water purchased under

this Contract, whether directly or as a part of a sale of water from Purchaser's water system, to a wholesale purchaser for resale by such wholesale purchaser provided that Purchaser may charge a wholesale purchaser not more than ten percent (10%) above ~~the cost to Purchaser to provide the wholesale water~~. Purchaser will be deemed to be reselling water to a wholesale purchaser under the terms set forth herein if Purchaser took delivery of any water from Seller on the day of sale to the wholesale purchaser or on the day immediately preceding the delivery to wholesale purchaser regardless of the source of the water actually delivered to wholesale purchaser.

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c. Purchaser will not enter into any arrangements for water purchased under this Contract and resold to Purchaser's retail customers except for arrangements for water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or a specifically negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates; and

d. Purchaser will not enter into any arrangement for water purchased under this Contract and resold to Purchaser's retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customer to make payments that are not contingent on the amount of water purchased by such customer such as take or payor take and pay contracts.

In the event such Code requirements, or interpretations thereof, change after the date hereof, any or all of the foregoing may be modified, by notice in writing from seller to Purchaser based on the advice of counsel, to reflect such changes.

Purchaser shall confirm to Seller at least annually by December 31 that it has not sold any water purchased under this Contract other than in compliance with the foregoing. Nothing contained in this Section shall affect the ability of Purchaser to sell water to any customers under any conditions if and to the extent such sales are made solely from resources other than water purchased under this Contract.

7. (Additional Tax Covenants) Purchaser represents and confirms that it is a rural water district duly organized and established under the provisions of 82 O.S. 1324.1 et seq. and covenants that it will continue to be such a rural water district for the term of this Contract. Purchaser further represents and confirms that it is exempt and will remain exempt from federal income taxation for the term of this Contract and, by virtue of such exemption, has not and will not file Federal income tax returns or paid and will not pay any Federal income tax for the term of this Contract.

8. (Remedies and Indemnification for Breach of Tax Covenants) Purchaser and Seller agree that (a) the provisions of Section 8.2. and 8.3. constitute material terms and conditions of this Contract; (b) Seller has the right to terminate this Contract by giving thirty (30) days' written notice to Purchaser in the event Seller determines, in good faith, that Purchaser has breached either Section 8.2. or 8.3. and (c) because of the importance to Seller of preserving the tax-exempt treatment of the interest on its obligations, determinations by Seller, in good faith as to Purchaser's compliance with the provisions of Sections 8.2. and 8.3. Shall be conclusive. Notwithstanding the foregoing, Purchaser agrees to indemnify and hold harmless Seller for all costs incurred by Seller, including reasonable fees of counsel and other professions, with respect to any action required to be taken by seller to prevent, defend or settle any threatened, preliminary or final action or investigation by the Internal Revenue Service questioning or attacking the tax-exempt status under the Code of the interest on obligations issued by Seller arising from any violation by Purchaser of either Section 8.2. or 8.3., except to the extent such violation result from any sale or resale approved in writing by Seller in its sole discretion. Any provisions contained herein which provide for indemnification shall not apply to the United States in the event that it or one of its agencies becomes a successor in interest to the Purchaser. The Section shall survive the expiration or earlier termination of this Contract.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of forty-five (45) years from the date of execution of this contract and thereafter shall be automatically extended for a term that is sufficient to cover the term of any outstanding indebtedness of the Purchaser to the United States of America; provided, however, that this Contract may be terminated at any time by the mutual consent of the Seller and Purchaser, and with the consent of the State Director of Rural Utilities Service.

2. (Water for Testing) When requested by the Purchaser, the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a charge of fifty cents (\$0.50) per thousand gallons, which will be paid by the contractor or, on his failure to pay, by the Purchaser.

3. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of a shortage of

Deleted: <#>(Delivery of Water) That sixty days prior to the estimated date of completion of construction of Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date of the initial delivery of water.¶

water, or the supply of water available to the Seller is otherwise diminished, the supply of water to Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

4. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of each year. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system that does not provide any benefit to the Purchaser. The Seller shall keep enterprise accounts of the direct cost of producing water and delivering water to the point of delivery as described in paragraph A-2. Other provisions of this contract may be modified or altered by mutual agreement and with the approval of the State Director of Rural Utilities Service.

5. (Covenant Not to Sue) Purchaser, as additional consideration, covenants that it will not institute any suit or action at law or otherwise against Seller or the beneficiary of the Seller, the City of Durant, of any claim, hold Seller responsible for any damage it may have suffered in the past and as of the date of this agreement for Seller's failure to implement an *enterprise accounting system* as required by 11 O.S. Section 37-119 and Section 37-119a.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Miscellaneous) That the construction of the water improvements to the water supply distribution system of the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Rural Utilities Service of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Rural Utilities Service.

8. (Successor to the Purchaser) That in the event of any occurrence rendering the purchaser incapable of performing under this contract, any successor to the Purchaser, whether as the result of legal process, assignment or otherwise, shall succeed to the rights of the respective parties hereto.

9. (Fee Collection, Compensation, and Termination of Fee Collection Agreement) Purchaser Agrees to send billing statements for sanitary sewer and solid waste customers of the Seller for those customers which receive water service from Purchaser. The parties mutually agree on a billing procedure and a policy on service termination of customers for non-payment.

Purchaser shall, as compensation for providing the foregoing billing service, receive a sum equal to ten percent (10%) of all sanitary sewer and solid waste bills collected by Purchaser. All funds so collected shall be paid directly to Seller upon receipt. Seller shall pay purchaser within 30 days of receipt of the collected funds.

Either party hereto may terminate that portion of this Agreement stated in this section C.10. (Fee Collection, Compensation, and Termination of Fee Collection Agreement) upon giving sixty (60) days notice to the other party. However, cancellation of this portion of the agreement shall in no way affect the provisions of this Amended Water Purchase Contract between the parties and its term shall remain unaffected by any such cancellation.

10. This contract and any amendments thereto may be pledged as security to the United States of America acting through the Rural Utilities Service of the United States Department of Agriculture for the purpose of securing loans made to the Purchaser.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in multiple counterparts, each of which shall constitute an original.



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Jared Dillingham, Superintendent
Re: Solid Waste Collection Monthly Report - March 2023

Solid Waste Collection Monthly Report - March 2023

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Monthly Report March 23



THE CITY OF DURANT

Office of the Solid Waste Manager

SOLID WASTE PROJECTS

March 2023

A. Work Completed:

1. Hauled 25.72 tons of extra hauling
2. Hauled 12 loads of extra hauling
3. Picked up and delivered 8 sharps
4. No abatement this month
5. Cleaned Sunny Side rd. 1 times
6. Replaced 5 dumpsters with new
7. Cleaned dead ends of Cemetery rd. 1 times

B. Work Planned For April 2023

1. Replace dumpsters
2. Pick up trash

C. Work Planned For January 1, 2023 – December 31, 2023

1. Pick up trash
2. Replace dumpsters

D. Projects Planned And Requested For Authorization:

None



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Kenny Cooper, Supervisor
Re: Solid Waste Disposal Monthly Report - March 2023

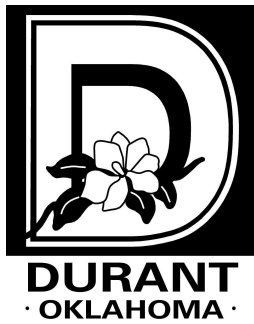
Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Landfill Monthly Report - March 2023



THE CITY OF DURANT

Office of Solid Waste Disposal

04-3-23

Durant Transfer Station:

We hauled 1995.30 tons of municipal waste from our transfer station to the S.O.R.D. Landfill in the month of March..

Durant Construction and Demolition Site:

We received 600.37 tons of c/d material from out of city limits and commercial customers.

We received 0.05 ton of c/d material from our in city limits residential customers.

We received 59 water bill free dumps for 17.66 tons of material.

We have had a fairly smooth March with not too many breakdowns. We have our #20 roll-off truck back in OKC to have the transmission issues fixed. We are still down to one side of our transfer station. We hope to have it back up and running in the month of April.

Thank you,
Kenny Cooper



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Stephanie Barfield, Supervisor
Re: Utility Billing Monthly Report - March 2023

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Utility Billing Monthly Report - March 2023



Monthly Utility Billing,
Cash Collection,
And Consumption Summary

MARCH 2023

	WATER		SANITARY SEWER		SANITATION	
	Month	YTD	Month	YTD	Month	YTD
Number of Bills - Active Accounts	6235		6358		6802	
Total Revenue Billed	\$280,280.45	\$3,306,968.31	\$191,925.31	\$2,187,911.97	\$376,784.06	\$3,028,103.83
TOTAL CASH RECEIPTS	\$317,405.24	\$3,210,773.95	\$181,246.88	\$1,461,018.34	\$335,756.05	\$2,787,997.78

CONSUMPTION IN GALLONS	110,650,900
------------------------	-------------

NEW SERVICE APPLICATIONS 105
 NUMBER OF WALK IN/PHONE PAYMENTS 708
 MAIL PAYMENTS 961
 CREDIT CARD PAYMENTS 583
 WEB PAYMENTS 2,390
 DROP BOX PAYMENTS 351
 BANK DRAFT PAYMENTS 1,022
 CREDIT CARD DRAFT PAYMENTS 713
 KIOSK 1,178

CYCLE 1 PENALTIES 692
CYCLE 1 CUT OFFS 90
CYCLE 2 PENALTIES 599
CYCLE 2 CUT OFFS 91



Monthly Utility Billing,
Cash Collection,
And Consumption Summary

MARCH 2022

	WATER		SANITARY SEWER		SANITATION	
	Month	YTD	Month	YTD	Month	YTD
Number of Bills - Active Accounts	6177		7110		6257	
Total Revenue Billed	\$279,299.66	\$3,214,066.02	\$181,982.04	\$1,657,224.69	\$364,451.03	\$3,364,037.83
Adjustments in Dollar	(\$8,388.58)	(\$720,410.79)	(\$24,440.95)	(\$1,499,683.60)	(\$14,735.20)	(\$101,587.54)
TOTAL CASH RECEIPTS	\$217,797.40	\$2,254,163.64	\$110,486.01	\$887,169.25	\$241,902.40	\$1,791,512.65

CONSUMPTION IN GALLONS	74,916,000
------------------------	------------

NEW SERVICE APPLICATIONS	114
NUMBER OF WALK IN/PHONE PAYMENTS	1,277
MAIL PAYMENTS	1,179
CREDIT CARD PAYMENTS	603
WEB PAYMENTS	1,708
DROP BOX PAYMENTS	423
BANK DRAFT PAYMENTS	986
CREDIT CARD DRAFT PAYMENTS	505
KIOSK	1,558
OTHERS	



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Ray Anthony, Superintendent
Re: Waste Water Treatment Plant Monthly Report - March 2023

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. WWTP LAB Report
2. WWTP Projects



THE CITY OF DURANT

Office of the Wastewater Treatment Plant

Lab Report

3/1/23 to 3/31/23

Tests Processed

<u>95</u> Bac-T	<u>65</u> Reacts
<u>75</u> BOD	<u>58</u> COD
<u>20</u> TSS	<u>130</u> MLSS
<u>134</u> NH3	<u>130</u> Volatile Analysis
<u>62</u> DO	<u>62</u> pH
<u>00</u> E.coli	<u>16</u> FOG
<u>20</u> cBOD	<u>00</u> Total Solids
<u>22</u> Settleable Solids	<u>64</u> Settleometer Test
<u>00</u> Pretreatment Inspections	

Work Projects

- Data entry
- Reports (water test results), Make copies and envelope
- Purchase Orders, copy, file
- Equipment calibrations and maintenance
- Sampling and process readings
- Quality Assurance, Quality Control tests
- Laboratory Testing
- Filing
- Daily/Weekly laboratory and WWTP building cleaning
- Monthly, Quarterly, Bi-annual, Yearly reports
- Ordering Lab chemicals and supplies
- Water Billing
- Storm water monitoring
- Storm water Report
- Pre-Treatment



The City of Durant

Office of the Wastewater Treatment Plant

PROJECTS SCHEDULE

WORK DONE FOR MARCH 2023

- 1: GETTING LAGOON AERATOR'S AT HEADWORKS FIXED (Ongoing)
- 2: CONVERT SAMPLER TO WORK WITH WONDERWARE (Ongoing)
- 3: FIX CHOCTAW SCREEN PRESS PUMP (Ongoing)
- 4: BRIDGE FILTER REPAIR (Ongoing)
- 5: VALVE TO LAGOONS FIXED AT HEADWORKS (Ongoing)
- 6: SCUM PUMP STATION PUT ON FLOATS (Ongoing)
- 7: INSTALL NEW LEVEL CONTROL AT HEADWORKS (Ongoing)
- 8: MIXER MOTOR FOR BLEND TANK REPAIRED (Ongoing)
- 9: REPLACEING BULBS, SLEEVES, BALLEST, AND BOARDS ON UV'S (Ongoing)
- 10: ALL EFFLUENT VALVES REWORKED (Ongoing)

WORK PLANNED FOR APRIL 2023

- 1: GETTING LAGOON AERATOR'S AT HEADWORKS FIXED
- 2: CONVERT SAMPLER TO WORK WITH WONDERWARE
- 3: FIX CHOCTAW SCREEN PRESS PUMP
- 4: BRIDGE FILTER REPAIR
- 5: SCUM PUMP STATION PUT ON FLOATS
- 6: INSTALL NEW LEVEL CONTROL AT HEADWORKS
- 7: MIXER MOTOR FOR BLEND TANK REPAIRED
- 8: REPLACEING BULBS, SLEEVES, BALLEST, AND BOARDS ON UV'S
- 9: ALL EFFLUENT VALVES REWORKED
- 10: REPAIR SBR #3 MOTIVE PUMP ISSUE



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Randy Cantrell, Crew Leader
Re: Water/Sewer Line Maintenance Monthly Report -March 2023

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. MARCH 2023 LINE MAINT. MONTHLY REPORT

M & O MONTHLY REPORT

MARCH 2023

WATER LEAKS	36
WATER TAPS	3
SEWER TAPS	4

CUTOFFS ON THE 29TH AND THE 30TH

REGULAR WORK ORDERS FROM THE
UTILITY OFFICE

WE COMPLETED 589 WORK ORDERS

CORE AND MAIN HAS INSTALLED THE COLLECTOR. I HAVE
DONE THE MATH FOR THE DRIVE BY, IT IS STEADY AT LESS
THAN 1.7% FOR THE PAST TWO MONTHS.



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Anthony Smallwood, Water Treatment Plant Manager
Re: Water Treatment Plant Monthly Report - March 2023

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. OK1010601 ClO2 MOR March2023
2. OK1010601 Fluoride MOR March2023
3. OK1010601 LT2 MOR March2023
4. OK1010601 Monthly Report March2023
5. OK1010601 MOR March2023 #1
6. OK1010601 MOR March2023 #2

CHLORINE DIOXIDE AND CHLORITE MOR

Section 1: Data Entry

Date	ClO2 Used?	ClO2 POE	ClO2 Dist.			Chlorite POE	Chlorite Dist.			
			1st	2nd	3rd		1st	2nd	3rd	Avg
1	yes	0.0				0.1				####
2	yes	0.2				0.7				####
3	yes	0.2				0.7				####
4	yes	0.1				0.5				####
5	yes	0.2				0.5				####
6	yes	0.3				0.4				####
7	yes	0.2				0.5				####
8	yes	0.2				0.6				####
9	yes	0.2				0.7				####
10	yes	0.2				0.6				####
11	yes	0.2				0.6				####
12	yes	0.2				0.6				####
13	yes	0.3				0.7				####
14	yes	0.0				0.2				####
15	yes	0.8				0.5				####
16	yes	0.7				0.6				####
17	yes	0.6				0.8				####
18	yes	0.5				0.6				####
19	yes	0.2				0.6				####
20	yes	0.3				0.5				####
21	yes	0.6				0.6				####
22	yes	0.1				0.7				####
23	yes	0.2				0.7				####
24	yes	0.4				0.7				####
25	yes	0.2				0.5				####
26	yes	0.2				0.6				####
27	yes	0.3				0.6				####
28	yes	0.2				0.4				####
29	yes	0.1				0.6				####
30	yes	0.0				0.5				####
31	yes	0.3				0.5				####

Month March Year 2023
 PWS Name Durant Water Treatment Plant
 PWSID 1010601
 Plant Name WTP
 Total 31

Section 2: Summary of Chlorine Dioxide Daily Monitoring

a. Number of Samples Collected 31.0
 b. Number of Point of Entry Samples Exceeded MRDL of 0.8 mg/L 0.0

*For every day the MRDL is exceeded, three chlorine dioxide samples must be taken the next day in the distribution system. Notify your PWS Engineer. Samples results need to be recorded in ClO2 Dist. columns.*Refer to CHLORINE DIOXIDE MONITORING AND COMPLIANCE FACT SHEET for further instructions.*

c. Number of Distribution Samples Exceeding MRDL of 0.8 mg/L 0.0

****VERY IMPORTANT. THIS IS A TIER 1 VIOLATION. THIS VIOLATION MUST BE IMMEDIATELY REPORTED TO DEQ AND TO ALL PERSON SERVED BY THE SYSTEM WITHIN 24 HOURS.****

Section 3: Summary of Chlorite Daily Monitoring

a. Number of Samples Collected 31.0
 b. Number of Point of Entry Samples Exceeded MCL of 1.0 mg/L 0.0

*For every day the MCL exceeded, three chlorite samples must be taken the next day in the distribution system. Enter sample results in Chlorite Dist. columns and then average. *Refer to CHLORITE MONITORING AND COMPLIANCE FACT SHEET for further instructions.*

c. Number of Distribution Average exceeding MCL of 1.0 mg/L 0.0

Phillip Hightower 4/3/2023
 Signature of owner or operator Date
Phillip Hightower 90404
 Printed name Operator License #

Send Form by 10th of Following Month to:
 Water Quality Division Attn DBP Coord.
 P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677



Oklahoma State Department of Health / Oklahoma Department of Environmental Quality
MONTHLY OPERATION REPORT
RECORD OF FLUORIDE APPLICATION

PWSID 1010601 SYSTEM Durant Ok (SW) MONTH March
Type of Material Applied* Hydrofluorosilicic Acid Year 2023

Date	Water Treated (1000s of Gallons)	Applied		Residual Fluoride (F), ppm			
		lbs.	PPM of F	Raw		Distribution	
				(1)	(2)	(1)	(2)
1	4384	60	0.25	0.28	0.14	0.91	0.61
2	4731	65	0.25	0.10	0.21	0.61	0.86
3	4775	65	0.25	0.00	0.00	0.86	0.40
4	4911	67	0.25	0.00	0.00	0.77	0.26
5	4196	58	0.25	0.00	0.05	0.48	0.37
6	4262	59	0.25	0.00	0.00	0.60	0.56
7	4468	61	0.25	0.00	0.12	0.52	0.38
8	4980	68	0.25	0.00	0.00	0.16	0.32
9	4816	66	0.25	0.00	0.00	0.64	0.48
10	4000	55	0.25	0.00	0.00	0.78	0.46
11	4045	56	0.25	0.00	0.00	0.72	0.56
12	4857	67	0.25	0.00	0.00	0.80	0.49
13	5243	72	0.25	0.00	0.05	0.42	0.71
14	4746	65	0.25	0.09	0.15	0.72	0.54
15	4326	59	0.25	0.00	0.22	0.60	0.54
16	4284	59	0.25	0.20	0.31	0.67	0.77
17	4221	58	0.25	0.00	0.00	0.39	0.56
18	4552	52	0.25	0.00	0.25	0.61	0.62
19	4858	56	0.25	0.04	0.16	0.54	0.55
20	4922	56	0.25	0.27	0.00	0.71	0.65
21	3682	42	0.25	0.00	0.00	0.81	0.34
22	4289	49	0.25	0.00	0.11	0.53	0.41
23	5186	59	0.25	0.04	0.11	0.94	0.81
24	5439	62	0.25	0.00	0.00	0.48	0.45
25	4622	53	0.25	0.00	0.00	0.72	0.45
26	3882	44	0.25	0.00	0.00	0.31	0.34
27	4042	46	0.25	0.00	0.00	0.45	0.59
28	4456	51	0.25	0.00	0.00	0.57	0.42
29	4910	56	0.25	0.00	0.02	0.55	0.64
30	5062	58	0.25	0.00	0.00	0.61	0.30
31	5176	59	0.25	0.03	0.18	0.83	0.72
Total	142323	1803	7.75	1.05	2.08	19.31	16.16
Average	4591	58	0.25	0.03	0.07	0.62	0.52

* Example: Sodium Fluoride, Sodium Fluorosilicate (Sodium Silicofluoride), and Fluorosilicic Acid (Hydrofluorosilicic Acid).

It is required that this report be received by the 10th of the following month.

Send to: OSDH – Dental Health Services
1000 NE 10TH ST
OKLAHOMA CITY, OK 73117-1299

AND

Oklahoma Department of Environmental Quality
PO BOX 1677
OKLAHOMA CITY, OK 73101-1677

I hereby certify the above to be correct to the best of my knowledge.

Signed Phillip Hightower
Title Public Works Director
City Durant

Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR)
Monthly Operating Report Addendum
INSTRUCTIONS

Instructions: Answer all of the following questions for each individual filter at both plants. **If any IFE measurement is above 0.15 NTU complete and attach the Turbidity Trigger Evaluation form.** Do **not** report IFE turbidities less than 15 minutes after a filter backwash or if the filter is not contributing to the CFE (i.e. filter not operating, filter to waste or recycling, etc.).

Log Requirements

Your system is required to achieve a 2.0-log *Cryptosporidium* credit to be in compliance with the LT2ESWTR. This includes a minimum log credit of 1.0 through the addition of chlorine dioxide, a 0.5-log credit for combined filter performance and a 0.5-log credit for individual filter performance.

- To obtain a 0.5-log *Cryptosporidium* removal credit for IFE turbidity you must meet **both** of the following requirements:
 - IFE turbidity must be less than 0.15 NTU in at least 95 percent of values recorded at **each** filter.
 - No individual filter may have a measured turbidity greater than 0.3 NTU in two consecutive measurements taken 15 minutes apart.
- To obtain a 0.5-log *Cryptosporidium* removal credit for the CFE turbidity the measurements taken for the month at each plant must be equal to or less than 0.15 NTU in at least 95 percent of the measurements.
- The amount of *Cryptosporidium* inactivation log credit your system may receive is determined by the CT provided in the treatment process. The LT2ESWTR requires CT to be calculated at least once per day with both C (chlorine dioxide concentration) and T (contact time) measured during peak hourly flow. Log credit for chlorine dioxide as a function of CT and water temperature is determined using the chlorine dioxide CT table (see reverse) for *Cryptosporidium* inactivation.
 - Log credit should be calculated separately for each section of the raw water line. Total log credit for the raw water line is the sum of the log credit for each section of the raw water line.
 - Log credit should be calculated separately for each clarifier, taking into account the volume of water through each clarifier. Total log credit for the clarifiers should only include the lower of the two clarifier log credits.
 - Total daily log credit is the sum of the log credits for each section of the raw water line and the lower log credit of the two clarifiers.

Note: The LT2ESWTR requires all systems utilizing chlorine dioxide for disinfection to adhere to the Disinfectant Byproducts Rule (DBPR) regarding chlorine dioxide and chlorite monitoring. This requirement also includes the completion and submission of the *Chlorine Dioxide and Chlorite Monitoring and Reporting Form*.

CT Values (mg-min/L) for *Cryptosporidium* Inactivation by chlorine Dioxide¹

Log credit	Water Temperature, °C										
	≤ 0.5	1	2	3	5	7	10	15	20	25	30
0.25	159	153	140	128	107	90	69	45	29	19	12
0.50	319	305	279	256	214	180	138	89	58	38	24
1.00	637	610	558	511	429	360	277	179	116	75	49
1.50	956	915	838	767	643	539	415	268	174	113	73
2.00	1275	1220	1117	1023	858	719	553	357	232	150	98
2.50	1594	1525	1396	1278	1072	899	691	447	289	188	122
3.00	1912	1830	1675	1534	1289	1079	830	536	347	226	147

¹Systems may use this equation to determine log credit between the indicated values:

$$\text{Log credit} = (0.001506 \times (1.09116)^{\text{Temp}}) \times \text{CT}$$



Oklahoma DEQ
Water Quality Division
P.O. Box 1677
Oklahoma City, OK 73101
(405) 702-8100 Fax (405) 702-8101

Durant WTP
OK1010601
Water Treatment Plant—TP001
Month/Year: Month Year

Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR)

Monthly Operating Report Addendum

1) INDIVIDUAL FILTER EFFLUENTS (IFE)s

New Water Treatment Plant
Filter #1
1. Was turbidity measured every 15 minutes? Yes ☒ No ☐
2. Total number of turbidity samples: 3038
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
5. Were there 2 consecutive 15 minute measurements greater than 0.3 NTU? Yes ☐ No ☒
Filter #2
1. Was turbidity measured every 15 minutes? Yes ☒ No ☐
2. Total number of turbidity samples: 3038
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
5. Were there 2 consecutive 15 minute measurements greater than 0.3 NTU? Yes ☐ No ☒
Filter #3
1. Was turbidity measured every 15 minutes? Yes ☒ No ☐
2. Total number of turbidity samples: 3038
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
5. Were there 2 consecutive 15 minute measurements greater than 0.3 NTU? Yes ☐ No ☒
Filter #4
1. Was turbidity measured every 15 minutes? Yes ☒ No ☐
2. Total number of turbidity samples: 3038
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
5. Were there 2 consecutive 15 minute measurements greater than 0.3 NTU? Yes ☐ No ☒
Old Water Treatment Plant
Filter #1
1. Was turbidity measured every 15 minutes? Yes ☒ No ☐
2. Total number of turbidity samples: 3038
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
5. Were there 2 consecutive 15 minute measurements greater than 0.3 NTU? Yes ☐ No ☒
Filter #2
1. Was turbidity measured every 15 minutes? Yes ☒ No ☐
2. Total number of turbidity samples: 3038
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
5. Were there 2 consecutive 15 minute measurements greater than 0.3 NTU? Yes ☐ No ☒
Filter #3
1. Was turbidity measured every 15 minutes? Yes ☒ No ☐
2. Total number of turbidity samples: 3038
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
5. Were there 2 consecutive 15 minute measurements greater than 0.3 NTU? Yes ☐ No ☒
Filter #4
1. Was turbidity measured every 15 minutes? Yes ☒ No ☐
2. Total number of turbidity samples: 3038
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
5. Were there 2 consecutive 15 minute measurements greater than 0.3 NTU? Yes ☐ No ☒

2) COMBINED FILTER EFFLUENTS (CFEs)

New Water Treatment Plant
1. Was turbidity measured every 4 hours? Yes ☒ No ☐
2. Total number of turbidity samples: 186
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0
Old Water Treatment Plant
1. Was turbidity measured every 4 hours? Yes ☒ No ☐
2. Total number of turbidity samples: 186
3. Number of turbidity samples greater than 0.15 NTU: 0
4. Percent of turbidity samples greater than 0.15 NTU: 0

3) CHLORINE DIOXIDE

Raw Water Line
1. Was the concentration of chlorine dioxide present in each section of the raw water line measured at least once daily during the peak hourly flow? Yes ☒ No ☐
2. Was the contact time for each section of the raw water line calculated at least once per day during peak hourly flow? Yes ☒ No ☐
3. Was the minimum water temperature determined every day? Yes ☒ No ☐
4. Was the log credit for each section of the raw water line calculated daily? Yes ☒ No ☐
Clarifiers
1. Was the concentration of chlorine dioxide present in each clarifier measured at least once daily during the peak hourly flow? Yes ☒ No ☐
2. Was the contact time for each clarifier calculated at least once per day during peak hourly flow? Yes ☒ No ☐
3. Was the minimum water temperature determined every day? Yes ☒ No ☐
4. Was the log credit for each clarifier calculated daily? Yes ☒ No ☐

4) LOG INACTIVATION CREDIT

IFE Credit
1. For the individual filters, were at least 95% of each filter’s turbidity measurements less than or equal to 0.15 NTU? Yes ☒ (answer question 2) No ☐ (log credit 0.0)
2. Did any individual filter have a measured turbidity greater than 0.3 NTU in two consecutive measurements taken 15 minutes apart? Yes ☐ (log credit 0.0) No ☒ (log credit 0.5)
CFE Credit
1. For the combined filters, were at least 95% of each filter’s turbidity measurements less than or equal to 0.15 NTUs? Yes ☒ (log credit 0.5) No ☐ (log credit 0.0)
Chlorine Dioxide Credit
1. Was the required minimum log credit of 1 achieved each day? Yes ☒ (log credit 1.0) No ☐ (log credit 0.0)
Total Log Credit: #

Comments:

I hereby certify the above to be correct to the best of my knowledge.

Printed Name: Phillip Hightower _____ Signature: *Phillip Hightower* _____
Date: 4/3/2023

Title: Public Works Director Op. Cert. No.: B90404 _____

* The Department of Environmental Quality may at any time request additional information or perform an audit.



THE CITY OF DURANT

Office of the Water Treatment Plant

Water Treatment Plant Projects Schedule March 2023 Monthly Report

A. Work Completed

1. Calibrate lab instruments daily
2. Maintained Water Plant
3. Cleaned all buildings weekly
4. Backwashed filters as needed
5. Backwashed raw pumps weekly
6. Hooked up chlorine tanks and checked for leaks
7. Unload chemicals as they arrived
8. Pulled sludge as needed
9. Run daily chlorine dioxide samples on raw line
10. Flushed alum pumps
11. Inspected fire extinguishers
12. Inspected eye wash/shower stations/AED
13. Pulled required water samples and send to ODEQ
14. Clean turbidity meters as needed
15. Cleaned screens on CLO2 generator as needed
16. Mowed and weedeated Plant grounds when needed
17. Continue training
18. Treated 142,323,000 gallons of water
19. Exercise welder, diesel pump, and generator
20. Completed TOC and Fluoride sampling
21. Completed Herbicides, Diquat, and Glyphosate sampling
22. Flushed end points on water lines
23. Responded to Power Outages at Plant
24. Prepare for Lake Durant Dam inspection
25. Filled in potholes at plant
26. Added handle to the door at Chuckwa tower
27. Installed new Inlet line to transfer well from old plant
28. Tested new Coagulant for cheaper options
29. Repaired leaking pump on 9th St. pump station

B. Work Planned for April - May

1. Repair #1 raw Pump
2. Repair #3 raw Pump
3. Install pad for generator at Chlorites
4. SCADA installation
5. Install back up backwash pump
6. Rebuild sidewalk and drainage ditch
7. Rebuild Old Plant Center Drive

Approx. Start/Finish Date

As time permits
Waiting on Quotes/As time permits
Weather and time permitting
Waiting for additional equipment to complete
Waiting on pump to be delivered
Weather and time permitting
Waiting on parts

C. Projects Planned and Requested for Authorization

None at this Time



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT (MOR)- LT2 ADDENDUM NEEDED
CONVENTIONAL OR DIRECT FILTRATION (Free Chlorine)

Plant: **DWT**

PWSID: **1010601**

County: **Bryan**

Month/Year: **March 2023**

Durant Utilities Authority
System

P.O. Box 578
Address

Durant, OK
City

74702
Zip

Instructions:

If there are no combined filter turbidity readings or free chlorine residual sample results at the entry point to the distribution system due to the plant not running, write **OFF** in the box.

Two (2) distribution chlorine residuals **must be taken daily**, even if the plant is not running.

Mail the original by the 10th of the following month to:
Oklahoma DEQ, Water Quality Division, P.O. Box 1677, Oklahoma City, OK 73101

Combined Filter Turbidity	
Total number of turbidity readings required	186
Total number of turbidity readings	186
Number of turbidity readings above 1 NTU	0
HIGHEST turbidity reading	0.14
Number of turbidity readings above 0.15 NTU	0
Percent of turbidity readings above 0.15 NTU	0.00%
Free Chlorine-Entry Point to Distribution	
Total number of chlorine residual samples	186
Number of samples below 1.0 mg/L	0
Free Chlorine-Distribution	
Total number of chlorine residual samples	62
Number of samples below 0.2 mg/L	0

Individual Filter Turbidity - Complete Entire Checklist	
1. Was Each Filter Monitored continuously while the plant was running? ☐ No ☒ Yes	
2. Was each filter monitored every 15 minutes while the plant was running? ☐ No ☒ Yes	
3. Was there a failure of the continuous monitoring equipment? ☒ No ☐ Yes	
4. Did the same filter exceed 1.0 NTU in two consecutive 15 minute readings? ☒ No ☐ Yes*	
5. Was individual filter level greater than 0.5 NTU in two consecutive measurements after being on line for more than four hours? ☒ No ☐ Yes*	
6. Did the same filter exceed 1.0 NTU in two consecutive 15 minute readings for three months in a row? ☒ No ☐ Yes* (Submit a Self-Assessment of the filter(s) within 14 days of the exceedance)	
7. Did the same filter exceed 2.0 NTU in two consecutive 15 minute readings for two months in a row? ☒ No ☐ Yes* (Contact DEQ to schedule a Comprehensive Performance Evaluation)	

				# of Readings***	COMBINED FILTER TURBIDITY						FREE CHLORINE RESIDUAL								COMMENTS
DAY	RAW	SET	SET		2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	ENTRY POINT TO DISTRIBUTION						DISTRIBUTION SYSTEM		
											12am	4am	8am	12pm	4pm	8pm			
1	13.25	5.90	2.59	6	0.14	0.14	0.06	0.06	0.07	0.08	1.6	1.8	1.9	2.1	2.3	2.5	1.5	1.4	
2	16.75	5.85	4.55	6	0.14	0.14	0.09	0.14	0.14	0.14	2.5	2.5	2.5	2.4	2.3	2.0	1.4	1.5	
3	506.56	8.56	8.90	6	0.14	0.14	0.14	0.14	0.14	0.14	2.1	2.2	2.5	2.6	1.9	1.9	1.6	1.5	
4	175.44	4.66	3.73	6	0.14	0.14	0.14	0.05	0.05	0.05	2.1	1.9	2.3	2.3	2.2	2.2	1.4	1.5	
5	75.88	4.04	2.01	6	0.14	0.14	0.05	0.05	0.05	0.05	2.4	2.5	2.5	2.5	2.5	2.3	1.3	1.0	
6	45.50	4.38	1.84	6	0.14	0.14	0.05	0.05	0.04	0.04	2.5	2.7	2.9	2.9	2.5	2.3	2.1	1.4	
7	39.38	3.27	2.97	6	0.14	0.14	0.04	0.04	0.14	0.14	2.3	2.5	2.6	2.6	2.3	2.1	1.6	2.0	
8	32.50	2.25	2.45	6	0.14	0.14	0.14	0.04	0.04	0.04	2.3	2.3	2.2	2.4	2.3	2.1	1.6	1.1	
9	91.19	8.48	9.33	6	0.14	0.14	0.07	0.14	0.14	0.14	2.1	2.0	2.1	1.8	2.2	1.8	1.5	1.3	
10	210.88	5.90	6.61	6	0.14	0.14	0.14	0.11	0.14	0.14	1.9	2.1	2.6	2.6	2.6	2.5	1.1	0.9	
11	70.75	8.27	5.36	6	0.14	0.14	0.13	0.08	0.10	0.14	1.8	1.9	1.9	1.9	1.9	1.8	1.1	1.2	
12	53.13	8.24	12.00	6	0.14	0.14	0.14	0.14	0.14	0.14	2.3	2.4	2.4	2.6	2.6	2.6	1.8	1.9	
13	64.81	9.91	3.67	6	0.14	0.14	0.14	0.07	0.07	0.09	2.8	3.0	3.0	3.0	3.0	2.7	2.2	1.9	
14	35.63	6.18	3.29	6	0.14	0.14	0.14	0.06	0.07	0.09	2.5	2.6	2.6	2.7	2.7	2.6	1.8	1.7	
15	23.88	5.92	7.39	6	0.14	0.14	0.08	0.05	0.04	0.04	2.2	2.4	2.6	2.7	2.6	2.3	1.2	1.7	
16	20.25	9.53	2.50	6	0.14	0.14	0.14	0.14	0.14	0.09	2.2	2.4	2.7	3.2	2.8	2.7	1.5	1.6	
17	21.13	5.15	2.18	6	0.14	0.14	0.07	0.14	0.05	0.09	2.6	2.7	3.0	2.9	2.5	2.2	2.1	1.3	
18	59.81	3.42	2.67	6	0.14	0.14	0.06	0.06	0.07	0.09	2.2	2.8	3.0	2.9	2.7	2.2	1.0	2.2	
19	24.50	7.77	3.34	6	0.14	0.10	0.06	0.06	0.06	0.06	2.4	2.6	2.8	2.8	2.6	2.3	1.7	1.7	
20	17.13	3.99	2.40	6	0.10	0.14	0.07	0.07	0.05	0.05	2.4	2.8	3.0	3.1	3.0	2.9	1.8	1.4	
21	15.94	3.33	2.54	6	0.14	0.09	0.14	0.14	0.14	0.14	2.9	2.9	2.5	3.0	3.1	2.0	2.4	2.1	
22	8.94	3.58	3.58	6	0.09	0.14	0.14	0.14	0.14	0.14	2.1	2.1	2.0	2.1	2.0	1.7	1.8	1.7	
23	11.63	3.91	3.91	6	0.14	0.14	0.14	0.14	0.14	0.14	1.7	1.9	2.2	1.5	1.3	1.6	1.5	1.0	
24	25.25	3.54	3.54	6	0.14	0.14	0.06	0.09	0.07	0.06	1.7	1.8	2.0	2.8	2.6	1.0	1.1	1.0	
25	47.20	4.91	4.91	6	0.06	0.06	0.07	0.07	0.14	0.14	1.1	1.4	1.7	1.6	1.5	1.3	1.2	1.1	
26	130.44	3.87	3.87	6	0.14	0.14	0.14	0.14	0.08	0.14	1.2	1.0	1.1	1.1	1.0	1.9	0.9	1.0	
27	99.81	3.76	3.76	6	0.10	0.14	0.14	0.09	0.09	0.09	2.3	2.5	2.2	2.1	3.4	4.0	0.9	1.3	
28	62.94	2.37	2.37	6	0.09	0.14	0.09	0.10	0.09	0.14	3.8	3.1	3.1	2.9	2.3	2.2	1.2	1.8	
29	52.90	4.32	2.55	6	0.14	0.14	0.14	0.14	0.07	0.10	2.7	3.0	3.1	3.0	3.0	2.2	1.6	2.1	
30	31.88	3.81	2.25	6	0.09	0.14	0.08	0.06	0.05	0.05	2.3	2.4	2.4	2.6	2.1	2.3	1.1	1.4	
31	28.31	3.17	3.01	6	0.05	0.14	0.06	0.05	0.07	0.14	2.5	2.7	2.8	2.9	2.8	2.6	2.0	2.1	

*** Number of Readings: You are required to sample the combined effluent for every four hours that the filters are in operation. You must fill out Filter Operation on the 'Chemical and Process Control tab.'

* If you answered Yes to questions 4, 5 (>10,000 population only), 6, or 7, you must complete the Turbidity Trigger Form, follow instruction on the form, and attach it to this MOR.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT (MOR)
CONVENTIONAL OR DIRECT FILTRATION (Free Chlorine)

Plant: DWT
PWSID: 1010601
County: Bryan
Month: March 2023

Durant Utilities Authority										P.O. Box 578										Durant, OK										74702									
System										Address										City										ZIP									
Day	WATER TREATED (in 1,000 gal)	FILTER OPERATION								WASH WATER IN 1000 GALS.	CHEMICALS USED-LBS.								ALKALINITY - RAW				ALKALINITY - FILTERED				pH			CaCO3 STABILITY Method:	HARDNESS (ppm)		Special Test Fe, Mn or Other		REMARKS				
		FILTERS USED-HOURS									ALUM	POLYMER	Caustic	Fluoride	Chlorite	OTHER	CHLORINE		AM	PM	AM	PM																	
		1	2	3	4	5	6	7	8								PRE	POST					"P"	"P"	TOTAL	TOTAL	"P"	"P"	TOTAL		TOTAL	RAW	FILT	FILT		RAW	FILT	RAW	FILT
1	4384.0	23	24	24	24	24	23	24	24	70.0	1760.0	39.0	0.0	60.0	290.0	0.0	47.0	93.0	0.0	0.0	240.0	224.0	0.0	0.0	210.0	216.0	7.7	6.7	6.7	216.0	249.00	240.00							
2	4731.0	24	24	24	24	23	24	23	24	70.0	3920.0	42.0	0.0	65.0	290.0	0.0	136.0	84.0	0.0	0.0	208.0	220.0	0.0	0.0	194.0	190.0	6.9	7.0	6.9	222.0	216.00	254.00							
3	4775.0	24	24	24	24	24	24	23	23	70.0	5440.0	42.0	825.0	65.0	290.0	0.0	177.0	110.0	0.0	0.0	88.0	90.0	0.0	0.0	170.0	138.0	6.6	6.9	7.0	200.0	120.00	210.00							
4	4911.0	24	23	23	24	24	24	24	24	60.0	5040.0	42.0	825.0	67.0	290.0	0.0	176.0	109.0	0.0	0.0	112.0	114.0	0.0	0.0	80.0	64.0	7.2	6.4	6.3	180.0	150.00	140.00							
5	4196.0	23	24	24	23	24	24	24	24	70.0	4160.0	35.0	687.5	58.0	290.0	0.0	170.0	100.0	0.0	0.0	124.0	146.0	0.0	0.0	72.0	76.0	7.3	6.8	6.8	102.0	140.00	122.00							
6	4262.0	24	24	24	24	23	23	24	24	70.0	4160.0	35.0	962.5	59.0	290.0	0.0	119.0	74.0	0.0	0.0	146.0	166.0	0.0	0.0	90.0	96.0	7.4	6.8	7.1	90.0	160.00	150.00							
7	4468.0	24	24	24	24	24	24	23	23	70.0	1120.0	35.0	550.0	61.0	290.0	1685.0	136.0	85.0	0.0	0.0	166.0	188.0	0.0	0.0	104.0	124.0	8.1	7.4	7.1	106.0	184.00	160.00							
8	4980.0	24	23	23	24	24	24	24	22	140.0	0.0	0.0	825.0	68.0	290.0	1685.0	169.0	84.0	0.0	0.0	176.0	158.0	0.0	0.0	138.0	160.0	7.8	7.2	7.2	118.0	190.00	188.00							
9	4816.0	23	24	24	23	23	23	23	23	190.0	0.0	0.0	550.0	66.0	290.0	1685.0	160.0	120.0	0.0	0.0	84.0	84.0	0.0	0.0	140.0	140.0	7.6	7.4	7.4	158.0	130.00	180.00							
10	4000.0	24	24	24	24	24	24	23	24	35.0	0.0	0.0	275.0	55.0	290.0	1685.0	157.0	87.0	0.0	0.0	96.0	102.0	0.0	0.0	100.0	82.0	7.7	7.2	7.0	150.0	138.00	164.00							
11	4045.0	24	24	24	24	24	24	23	24	21.0	0.0	0.0	687.5	56.0	290.0	1685.0	139.0	96.0	0.0	0.0	102.0	100.0	0.0	0.0	80.0	84.0	7.7	7.4	7.1	130.0	138.00	120.00							
12	4857.0	24	24	24	24	24	23	24	24	0.0	2800.0	0.0	0.0	67.0	290.0	1685.0	198.0	132.0	0.0	0.0	135.0	154.0	0.0	0.0	110.0	150.0	7.8	7.4	7.3	96.0	164.00	122.00							
13	5243.0	24	23	24	23	24	24	24	24	60.0	2240.0	0.0	0.0	72.0	290.0	1685.0	154.0	113.0	0.0	0.0	180.0	174.0	0.0	0.0	110.0	124.0	8.0	7.3	7.0	100.0	170.00	150.00							
14	4746.0	23	24	23	24	23	24	23	24	140.0	1840.0	0.0	0.0	65.0	290.0	206.2	146.0	91.0	0.0	0.0	162.0	166.0	0.0	0.0	124.0	120.0	7.9	7.2	7.2	140.0	180.00	180.00							
15	4326.0	24	24	24	24	24	23	24	23	70.0	1680.0	0.0	0.0	59.0	290.0	495.0	127.0	79.0	0.0	0.0	200.0	206.0	0.0	0.0	140.0	146.0	7.8	7.0	6.9	154.0	188.00	200.00							
16	4284.0	24	22	24	24	24	24	24	24	70.0	1840.0	9.0	0.0	59.0	290.0	474.3	127.0	79.0	0.0	0.0	204.0	202.0	0.0	0.0	144.0	150.0	7.6	7.2	7.3	166.0	230.00	212.00							
17	4221.0	23	24	23	23	24	24	24	24	105.0	1600.0	9.0	0.0	58.0	290.0	433.0	113.0	88.0	0.0	0.0	220.0	214.0	0.0	0.0	170.0	170.0	7.8	7.0	7.3	174.0	224.00	206.00							
18	4552.0	24	24	24	24	23	24	23	24	65.0	1920.0	9.0	0.0	52.0	290.0	433.0	129.0	95.0	0.0	0.0	184.0	190.0	0.0	0.0	174.0	172.0	7.7	7.3	7.0	192.0	200.00	216.00							
19	4858.0	24	24	24	24	24	23	24	23	70.0	1320.0	9.0	0.0	56.0	290.0	598.0	123.0	99.0	0.0	0.0	196.0	170.0	0.0	0.0	164.0	180.0	7.8	7.6	7.4	190.0	206.00	224.00							
20	4922.0	24	23	24	24	24	24	23	24	65.0	1800.0	9.0	0.0	56.0	290.0	598.0	114.0	100.0	0.0	0.0	220.0	218.0	0.0	0.0	168.0	192.0	8.1	7.3	7.5	190.0	244.00	204.00							
21	3682.0	24	24	23	23	23	23	23	23	180.0	1480.0	6.0	0.0	42.0	290.0	0.0	71.0	71.0	0.0	0.0	218.0	204.0	0.0	0.0	192.0	240.0	7.6	7.6	7.1	190.0	238.00	208.00							
22	4289.0	24	24	24	24	23	23	22	23	165.0	1440.0	0.0	0.0	49.0	290.0	0.0	77.0	92.0	0.0	0.0	210.0	244.0	0.0	0.0	240.0	214.0	7.9	7.5	7.5	200.0	240.00	240.00							
23	5186.0	24	24	24	24	22	23	23	23	125.0	3600.0	0.0	0.0	59.0	290.0	0.0	168.0	105.0	0.0	0.0	232.0	246.0	0.0	0.0	202.0	220.0	8.1	7.3	7.3	210.0	240.00	264.00							
24	5439.0	24	24	24	24	24	23	23	23	90.0	5200.0	0.0	0.0	62.0	290.0	0.0	177.0	130.0	0.0	0.0	232.0	86.0	0.0	0.0	200.0	178.0	7.9	7.2	6.9	212.0	246.00	244.00							
25	4622.0	24	24	24	24	24	24	23	24	35.0	4400.0	0.0	0.0	53.0	290.0	0.0	122.0	122.0	0.0	0.0	86.0	120.0	0.0	0.0	44.0	36.0	7.1	6.3	6.2	230.0	120.00	180.00							
26	3882.0	24	24	24	24	23	23	24	23	95.0	3840.0	0.0	0.0	44.0	290.0	0.0	150.0	200.0	0.0	0.0	120.0	120.0	0.0	0.0	70.0	62.0	7.5	6.7	6.8	96.0	120.00	110.00							
27	4042.0	24	24	24	24	24	23	24	23	70.0	4160.0	0.0	0.0	46.0	290.0	0.0	161.0	91.0	0.0	0.0	130.0	144.0	0.0	0.0	64.0	72.0	7.5	6.6	6.4	90.0	126.00	136.00							
28	4456.0	24	24	24	24	24	24	23	24	35.0	5000.0	0.0	0.0	51.0	290.0	0.0	169.0	84.0	0.0	0.0	154.0	90.0	0.0	0.0	70.0	94.0	7.6	6.8	6.7	120.0	150.00	154.00							
29	4910.0	24	24	24	24	23	23	23	23	140.0	3840.0	0.0	0.0	56.0	290.0	247.5	121.0	91.0	0.0	0.0	154.0	186.0	0.0	0.0	96.0	110.0	7.8	6.8	6.7	130.0	194.00	166.00							
30	5062.0	23	23	24	24	24	24	24	24	60.0	1680.0	9.0	0.0	58.0	290.0	536.3	160.0	120.0	0.0	0.0	200.0	200.0	0.0	0.0	142.0	160.0	7.9	7.0	7.1	146.0	182.00	212.00							
31	5176.0	24	24	23	23	24	24	24	24	60.0	1520.0	9.0	0.0	59.0	290.0	536.0	140.0	140.0	0.0	0.0	208.0	218.0	0.0	0.0	170.0	176.0	7.8	7.3	7.0	190.0	220.00	210.00							
Tot	142323.0	738.0	737.0	738.0	738.0	733.0	731.0	727.0	730.0	2566.0	78800.0	339.0	6187.5	1803.0	8990.0	16352.3	4333.0	3164.0																					
Avg	4591.1	23.8	23.8	23.8	23.8	23.6	23.6	23.5	23.5	82.8	2541.9	10.9	199.6	58.2	290.0	527.5	139.8	102.1			167.3	165.9			134.6	139.9	7.7	7.1	7.0	157.7	183.8	186.0							
Power Costs	\$30,000.00																																						
Labor Costs	\$38,225.31									Ave Rate of Wash (Vert. in/min)																													
Chemicals	\$50,968.17																																						
Supplies	\$2,612.55									Ave Wash Period (Minutes)																													
Repairs	\$8,991.19																																						
Testing Cost	\$1,060.00									% Wash Water Used																													
TOTAL	\$131,857.22									1.80%																													
Cost per thousand gallons	\$0.93									Ave. Head Loss for Washing																													
I hereby certify the above to be correct to the best of my knowledge.																																							
Signed <u>Phillip Hightower</u>																																							
Print <u>Phillip Hightower</u>																																							
Title <u>Public Works Director</u>																																							
DEQ Form # 630-577 Revised 5/21/2018																																							
Oper. Cert. No. <u>90404</u>																																							



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:



The City of Durant

Memorandum

Date: 4/11/2023
To: Mayor and City Council
From: Lisa Taylor, City Manager
Re: Consideration and Possible Action Granting the Mayor and Staff Authority to Sign Consent Order in Case No. 23-096

Council Information / Action Requested

Grant the Mayor and Staff Authority to Sign Consent Order in Case No. 23-096

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Consent Order, Case No. 23-096

April 4, 2023

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Lisa Taylor, City Manager
City of Durant
P.O. Box 578
Durant, OK 74702

Re: Consent Order, Case No. 23-096
City of Durant Construction and Demolition (C&D) Landfill
Solid Waste Permit No. 3507001

Dear Ms. Taylor:

The enclosed Consent Order, Case No. 23-096, contains a schedule of tasks to resolve certain environmental compliance issues at the City of Durant C&D Landfill.

Please sign and mail the original to: Department of Environmental Quality (DEQ), c/o Karen M. Jayne, P.O. Box 1677, Oklahoma City, OK 73101-1677. **A file stamped copy of the signed original will be returned to you.** If this Consent Order is not signed and returned to DEQ within thirty (30) days of receipt, DEQ will pursue other actions to ensure compliance.

If you have any questions or comments concerning this Consent Order, please contact Amber Edwards at (405) 702-5133 or Amber.Edwards@deq.ok.gov, or by regular mail at the letterhead address.

Sincerely,



Kelly Dixon
Division Director
Land Protection Division

Enclosure

cc: Rachel Hildebrand, Office of the General Counsel
Amber Edwards, Land Protection Division
Karen Jayne, Office of the General Counsel

**THE STATE OF OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY
LAND PROTECTION DIVISION**

**IN THE MATTER OF:
CITY OF DURANT CONSTRUCTION AND
DEMOLITION LANDFILL,**

RESPONDENT,

CASE NO. 23-096

CONSENT ORDER

The parties to this case, the State of Oklahoma ex rel. Department of Environmental Quality (“DEQ”) and the City of Durant (“Respondent”), agree to this Consent Order (“Order”) to resolve certain environmental compliance issues at the City of Durant Construction and Demolition (C&D) Landfill (“Facility”). This Order supersedes and closes Notices of Violation (NOV) Nos. SW-19-02 and SW-21-03.

FINDINGS OF FACT

1. Respondent owns and operates the City of Durant C&D Landfill in Bryan County Oklahoma pursuant to Solid Waste Permit No. 3507001.
2. On April 2, 2019, DEQ issued NOV No. SW-19-02 to Respondent for the following violations: insufficient run-on/run-off controls, insufficient weekly cover, failure to maintain financial assurance, and failure to submit the required local government test financial assurance documentation for Fiscal Year 2018 (FY18).
3. During a July 25, 2019, inspection, DEQ observed run-off controls and/or berms were installed around the working face areas. The insufficient run-on/run-off controls violation was corrected.
4. On September 13, 2019, DEQ approved the Facility’s FY18 local government financial test mechanism. The financial assurance violation for FY18 was corrected.

5. Follow-up inspections were performed of the Facility on February 4, 2020, April 27, 2020, November 30, 2020 (Remote Inspection), February 26, 2021 (Remote Inspection), and May 27, 2021 (Remote Inspection). Areas of noncompliance were noted during each of these inspections, including lack of daily cover, lack of intermediate cover, and blowing litter; therefore, NOV SW-19-02 remained open.

6. On October 26, 2021, DEQ performed a site visit at the Facility and observed smoke coming from the landfill. Smoke was also observed across the southern, western, and northern portions of the landfill. According to the Facility operator, the fire had been burning for approximately two weeks. DEQ did not receive notification of a fire at the Facility prior to the visit.

7. On November 24, 2021, DEQ performed an inspection at the Facility. During the inspection, DEQ personnel observed the following:

- The Facility was accepting prohibited wastes,
- litter controls were not in place,
- measures were not being taken to prevent the burning of solid waste,
- slopes were not meeting the required slope limits,
- weekly cover was not being applied, and
- insufficient intermediate cover was applied.

8. On December 2, 2021, DEQ received citizen complaint No. 172654 regarding burning garbage, odors and smoke from the landfill fire.

9. On December 8, 2021, DEQ issued NOV No. SW-21-03 for the following violations:

- Failure to comply with the Clean Air Act and open burning of solid waste is a violation of OAC 252:515-19-36(a) - (b).
- Acceptance of any waste, other than construction/demolition waste, at a C&D landfill is a violation of OAC 252:515-19-31(e).

- Failure to implement litter control(s) is a violation of OAC 252:515-19-35.
- Failure to comply with the slope limits is a violation of OAC 252:515-19-50.
- Failure to apply daily cover is a continuing/reoccurring violation at the facility and is a violation of OAC 252:515-19-51(c)(1).
- Failure to apply intermediate cover is a continuing/reoccurring violation at the facility and is a violation of OAC 252:515-19-52.

10. Follow-up inspections occurred on May 20, 2022, and January 6, 2023. The following violations from NOV SW-19-02 and SW-21-03 have been improved or corrected:

- Air criteria – open fire is no longer visible. According to the owner/operator, smoke is observed a few times per month. When smoke is observed, the area is packed with dirt. The Facility had previously hired a security company to monitor the fire at night. On September 2, 2022, DEQ no longer required 24-hour observation as the fire appeared to be contained within the cell and was only emitting smoke. On January 6, 2023, DEQ no longer required Respondent to submit daily email updates on the fire's status. Instead, DEQ allowed the Facility to submit weekly email updates if fire or smoke is observed. Additionally, the Facility has constructed an earthen barrier between the area of the subsurface fire and the active cell (Cell 10C).
- Prohibited wastes – the Facility installed three signs to reduce prohibited waste disposal. The signs state "No household material or trash permitted in landfill. Construction and demolition materials only. Unsecured loads will be upcharge[sic] 50% of cost of loads." The signs are located along the road leading to the scale house, at the scale house, and along the road leading to the landfill. The Facility also stationed a spotter near the working face during operating hours. The spotter ensures waste being disposed at the landfill is only construction and demolition waste. An updated Waste Exclusion Plan (WEP) was submitted to DEQ on May 27, 2022, and was approved by DEQ on September 17, 2022. The Facility is also up to date on the annual four-hour WEP refresher training. During the January 6, 2023, inspection, no prohibited wastes were observed at the working face.
- Litter control – during both inspections, minimal blowing litter was observed. A litter fence was installed north of the working face. The owner/operator stated they are collecting litter at least once per week. Additionally, the signs (listed in the "Prohibited wastes" section above) include a requirement to secure all loads.
- Slope limits – a Slope Correction Plan was submitted to DEQ on March 17, 2022. A revised Slope Correction Plan was submitted on March 2, 2023, which is under review by DEQ.

- Daily cover – during both inspections, the working face appeared small and manageable. Daily cover appears to be in use. Because the fire has been reduced to occasional smoke, DEQ allowed the facility to return to applying weekly protective cover as of January 6, 2023. However, the owner/operator stated they may continue applying daily cover as a precaution.
- Intermediate cover – improvements have been made to the intermediate cover on the west slope and the top deck.

11. During the January 6, 2023, inspection, the remaining areas of non-compliance related to NOV SW-21-03 were observed:

- Litter control - litter, including large, bulky items, remain on the west slope of the landfill. These items have been observed on the west slope since at least the November 24, 2021, inspection.
- Slope correction - in response to NOV SW-21-03, DEQ received a Slope Correction Plan from the facility dated March 17, 2022. On June 23, 2022, DEQ requested that additional information regarding the Slope Correction Plan be submitted within 90 days. At the time of the January 6, 2023, inspection, DEQ had not received a revised Slope Correction Plan. A revised Slope Correction Plan was submitted on March 2, 2023, and is under review by DEQ.
- Intermediate cover - exposed trash was observed in the intermediate cover on the west slope, top deck, and east slope. Intermediate cover needs to be reapplied to all areas where trash is exposed.

12. During the January 6, 2023, inspection, an additional area of non-compliance was discovered. The facility utilizes a local government test as their financial assurance mechanism. The fiscal year 2022 (FY22) local government test documentation was to be submitted to DEQ no later than December 31, 2022. DEQ has not received this documentation.

13. On February 16, 2023, DEQ and Respondent agreed to enter into this Consent Order (“Order”) to give Respondent additional time to bring the facility into compliance with DEQ regulations.

14. On March 2, 2023, a revised Slope Correction Plan was submitted to DEQ and is currently under review.

15. Respondent and DEQ agree that it is beneficial to resolve this matter promptly and by

agreement.

16. Respondent and DEQ waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

CONCLUSIONS OF LAW

17. OAC 252:515-19-35(b) states as follows:

Litter control required. Blowing litter shall be controlled by:

- (1) providing litter fences near the working area or by use of a design that prevents blowing litter;
- (2) ensuring that unloading occurs in a manner that will minimize scattering of refuse;
- (3) posting signage to advise customers to adequately cover their loads to prevent blowing litter; and
- (4) collecting litter from the site at least weekly, or more often if necessary.

Failure to control litter is a violation of OAC 252:515-19-35(b).

18. OAC 252:515-19-52, Intermediate cover, states as follows:

- (a) Intermediate cover required. An additional 12 inches of compacted earthen material shall be applied over all disposal areas not protected by final cover meeting the requirements of OAC 252:515-19-53 or managed with run-off control structures meeting the requirements of OAC 252:515-17-2(2).
- (b) Design standard. Intermediate cover must be capable of sustaining vegetation.
- (c) Waste free. The intermediate cover material shall be free of garbage, trash or other unsuitable material.
- (d) Alternative intermediate cover. The DEQ may approve the use of an alternative intermediate cover upon a demonstration the alternative is capable of minimizing infiltration of water and meets the standards of (b) and (c) of this Section.

Failure to apply intermediate cover is a violation of OAC 252:515-19-52.

19. OAC 252:515-19-50, Slope limits, states as follows:

- (a) Interior slopes. The slope of a waste disposal area shall be no steeper overall than 3 horizontal to 1 vertical (3:1) at any time when it adjoins an area within the permitted boundary proposed to accept waste.
- (b) Exterior slopes. The slope of a waste disposal area shall be no steeper overall than 4 horizontal to 1 vertical (4:1) at any time when located at the limits of the permitted boundary or adjoining area not proposed to accept waste.
- (c) Working face. The slope of the working face may vary during daily placement of waste

but shall be graded to meet applicable slope requirements in (a) or (b) of this paragraph at the end of each operating day.

- (d) Slope correction. A plan shall be submitted to DEQ within sixty (60) days of a determination that one or more slopes exceed the limits specified in this Section. The plan will specify tasks and the timeline needed to achieve compliance with this Section.

Failure to maintain interior (3:1) and exterior (4:1) slope limits in waste disposal areas is a violation of OAC 252:515-19-50.

20. OAC 252:515-27-3, Duty to maintain financial assurance, states as follows:

Financial assurance for closure, post-closure and/or corrective action, as applicable, must be maintained continuously until released from the requirement to maintain such assurance by:

- (1) demonstrating compliance with the closure and/or post-closure requirements of Subchapter 25 of this Chapter; or
- (2) demonstrating compliance with the corrective action requirements of Part 15 of OAC 252:515-9, or an approved corrective action plan.

Failure to maintain financial assurance is a violation of OAC 252:515-27-3.

21. OAC 252:515-27-34(d), states as follows:

Local government test or guarantee as financial assurance mechanism. When the local government test (OAC 252:515-27-82) or guarantee (OAC 252:515-27-84) is used as the financial assurance mechanism, the financial strength information specified in OAC 252:515-27-82(h) shall be submitted to the DEQ for approval no later than 180 days after the close of the municipal government's fiscal year. The DEQ may provide up to an additional 45 days to submit the information upon demonstration that 180 days is insufficient time to acquire audited financial statements.

Failure to submit the required local government test financial strength information to DEQ for approval no later than 180 days after the close of the municipal government's fiscal year is a violation of OAC 252:515-27-34(d).

ORDER

22. Based on the paragraphs above, Respondent and DEQ agree, and the Executive Director orders as follows:

- a) Respondent shall continue to notify DEQ if smoke or flames from the previous landfill fire are observed.
- b) Respondent shall remove all litter from the west slope **within sixty (60) days of the effective date of this Order.**

- c) DEQ received and is reviewing the revised Slope Correction Plan received on March 2, 2023. Respondent shall respond to all administrative and technical Notices of Deficiency (“NOD”) **within sixty (60) days after Respondent receives any such NODs.**
- d) Respondent shall implement the slope correction **within fifteen (15) days after the revised Slope Correction Plan is approved** and complete the slope correction in accordance with the approved Slope Correction Plan schedule.
- e) If changes to the schedule in the Slope Correction Plan occur, Respondent shall submit an updated schedule for approval by DEQ **within fifteen (15) days of the date** Respondent first determines it will not meet the deadlines in the approved Slope Correction Plan.
- f) Respondent shall reapply intermediate cover to all areas where trash is exposed **within ninety (90) days of the effective date of this Order.**
- g) Respondent shall submit FY22 local government test documentation **within sixty (60) days of the effective date of this Order.**

GENERAL PROVISIONS

23. Respondent agrees to perform the requirements of this Order within the time frames specified unless performance is prevented or delayed by events which are a “force majeure.” For purposes of this Order, a force majeure event is defined as any event arising from causes beyond the reasonable control of Respondent or Respondent's contractors, subcontractors or laboratories which delays or prevents the performance of any obligation under this Order. Examples are vandalism; fire; flood; labor disputes or strikes; weather conditions which prevent or seriously impair construction activities; civil disorder or unrest; and “acts of God.” Force majeure events do not include increased costs of performance of the tasks agreed to in this Order or changed economic circumstances. Respondent must notify DEQ in writing within fifteen (15) days after Respondent knows or should have known of a force majeure event that is expected to cause a delay in achieving compliance with any requirement of this Order. Failure to submit notification within fifteen (15) days waives the right to claim force majeure.

24. Upon their approval by DEQ, any final reports, plans, specifications, schedules and

attachments required under this Order are incorporated into it and enforceable under it. Failure of Respondent to reply within a reasonable time to any errors, deficiencies or other regulatory requirements identified by DEQ pursuant to this Order is a violation of this Order.

25. No informal advice, guidance, suggestions or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings affect Respondent's obligation to obtain written approval by DEQ, when and if required by this Order.

26. Unless otherwise specified, any report, notice, or communication required under this Order shall be in writing and shall be sent to:

For the Department of Environmental Quality:

Kelly Dixon, Director
Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677

With Copies to:

Karen Jayne, Environmental Attorney
Office of General Counsel
P.O. Box 1677
Oklahoma City, OK 73101-1677

For Respondent:

Lisa Taylor, City Manager
City of Durant
P.O. Box 578
Durant, OK 74702

27. This Order is enforceable as a final order of the Executive Director of DEQ. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing and enforcing the terms and conditions of this Order and for the purpose of resolving disputes regarding the interpretation of this Order.

28. Nothing in this Order limits DEQ's right to take enforcement action for violations discovered or occurring after the effective date of this Order.

29. Nothing in this Order excuses Respondent from its obligation to comply with all applicable federal, state and local statutes, rules and ordinances. Respondent and DEQ agree that the provisions of this Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

30. The provisions of this Order apply to and bind Respondent and DEQ and their officers, directors, employees, agents, successors and assigns. No change in Respondent's ownership or corporate status will affect Respondent's responsibilities under this Order.

31. Compliance with the terms and conditions of this Order fully satisfies Respondent's liability to DEQ for all items of noncompliance identified in this Order. If Respondent satisfies the requirements of this Order, DEQ will not pursue any other remedy, sanction or relief that might otherwise be available to address the issues of noncompliance in this Order. Nothing in this Order shall be deemed to satisfy Respondent's liability, if any, for actions or remedies not within the scope of authority of DEQ.

32. Respondent and DEQ agree that the venue of any action in District Court for the purposes of interpreting, implementing and enforcing this Order will be Oklahoma County, Oklahoma.

33. The requirements of this Order will be considered satisfied and this Order terminated when Respondent receives written notice from DEQ that Respondent has demonstrated all the terms of the Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

34. Respondent and DEQ may amend this Order by mutual consent. Such amendments must be in writing and the effective date of any such amendments will be the date on which they are filed by DEQ.

35. The individuals signing this Order certify that they are authorized to sign and to legally bind the parties they represent.

36.. This Order shall become effective on the date of the later of the two signatures below.

Date: _____

CITY OF DURANT

Date: _____

**OKLAHOMA DEPARTMENT OF
ENVIRONMENTAL QUALITY:**

Danny Sherrer
Vice Mayor

Scott A. Thompson
Executive Director