

CHAPTER 28E AGREEMENT

BETWEEN THE CITY OF OSKALOOSA, IOWA, AND THE OSKALOOSA MUNICIPAL WATER BOARD OF TRUSTEES

This Chapter 28E Agreement (the "Agreement") dated as of _____, ~~2015~~2020, is between the City of Oskaloosa, Iowa, a municipal corporation (the "CITY"), whose address is 220 S. Market Street, Oskaloosa, Iowa 52577, and Oskaloosa Municipal Water Department and the Oskaloosa Municipal Water Board of Trustees ("OMWD"), whose address is 1208 South 7th Street, Oskaloosa, Iowa 52577; together "Parties."

RECITALS

WHEREAS, CITY is the owner of a municipal wastewater collection, treatment and disposal system, which system includes sanitary sewer and storm water, as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, OMWD is a municipal water utility established and operating in the City of Oskaloosa, Iowa pursuant to Chapter 388 of the Iowa Code and other applicable statutes; and

WHEREAS, CITY desires to engage OMWD to operate and maintain the Facilities on behalf of CITY and OMWD desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, City and OMWD each have powers, capabilities and facilities that can be further shared to support their respective needs on a mutually beneficial basis in the public interest, and OMWD and City have now determined that it would be in the best interest of each of them for OMWD to serve wastewater customers as well as water customers within the City directly and

otherwise operate the wastewater system serving City and any surrounding areas that City currently serves, or has the right to serve; and

WHEREASE, CITY and OMWD are authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows:

**Joint Exercise of Powers Under
Chapter 28E of the Code of Iowa**

Pursuant to Chapter 28E of the Code of Iowa, the parties state that the purpose of this Agreement is to coordinate the exercise of the respective powers of the City and the OMWD regarding wastewater service in and around City, together with related billing services. The Agreement shall also be deemed a contract for services under Section 384.84(8)(a), Code of Iowa.

During the term hereof, OMWD shall serve wastewater customers located in the City, and all surrounding areas that City has a right to serve, now existing or hereafter arising during the Term of this Agreement, including those areas which the City has a right to serve under its agreements with other governmental entities (the "City Service Territory"). Such customers shall be considered the direct customers of OMWD. OMWD's services shall be provided pursuant to the authority of Chapter 388, Code of Iowa, Section 364.4, Code of Iowa, and Section 384.84(8)(a), Code of Iowa. OMWD shall also provide joint utility billing service pursuant to Section 384.84(8)(b), Code of Iowa, as provided herein.

City authorizes OMWD to exercise all of City's powers to serve wastewater customers within the City Service Territory, including, but not limited to, the power to provide service; to expand and improve availability of service; to maintain, to replace, to service and to build sewer

and wastewater treatment facilities; to bill and collect for connection and service; to impose fees, liens and charges for nonpayment of service; and to discontinue service in the event of nonpayment or other delinquency with respect to the combined service accounts as herein provided. City further authorizes OMWD to submit joint bills for water service and wastewater service, together with bills for other city enterprise services, to the extent requested by City.

This Agreement shall be effective, after its approval and execution by both parties and its filing with the Secretary of State, on ~~October 1, 2015~~ July 1, 2020, (the "Effective Date").

No separate entity is created hereby. The administrators of this Agreement shall be the City Manager of the City and the General Manager of the OMWD.

No joint property shall be acquired, held or disposed of hereunder. Each party shall at all times hold and own its respective properties, before and after termination. Except as otherwise set out herein, each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents hereunder. Except as otherwise set out herein, each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder, specifically city employees performing wastewater services.

ARTICLE I - SCOPE OF SERVICES

1.1 Commencing with the Effective Date of this Agreement on October 1, 2015, or such other date mutually acceptable in writing to OMWD and CITY (the "Effective Date"), OMWD will provide all routine operation and maintenance of CITY's Facilities on a seven (7) day per week basis within the design capacity of the Facilities as described in Exhibit A to this Agreement ("Description of Facilities"). The routine operation and maintenance services to be provided by OMWD are further described in Exhibit B of this Agreement.

1.2 Commencing with the Effective Date of this Agreement, OMWD shall ~~implement continue the implementations of~~ its standard operating procedures. ~~Within one hundred eighty (180) days a~~After the Effective Date of this Agreement, OMWD shall review and update previously implemented place into operation preventive maintenance and process control programs, including documentation of operation and maintenance procedures conducted for the wastewater utility system and a written analysis of the condition of all equipment in the Facilities together with a prioritized list of needed repairs. Such records shall be available for inspection by CITY at all reasonable times.

1.3 ~~Using the CITY wastewater system staff who are employed by the City as of the date of this Agreement for as long as such staff is employed by the CITY,~~ OMWD will be responsible to perform operation and maintenance of the Facilities on behalf and within approved budget parameters of CITY. ~~At such time as each CITY staff member is no longer available,~~ OMWD will be responsible for providing the necessary and qualified OMWD staff within approved budget parameters of CITY. Staffing of Facilities shall accommodate on call, twenty-four hours per day, seven days per week, for emergency situations. The CITY will be responsible for all actual expenses associated with the operation, maintenance and repair to the facility. Personnel expenses ~~initially~~ incurred by OMWD to perform operation and maintenance of the Facilities will be recovered from CITY as outlined in Section 4.1 of this Agreement.

CITY wastewater system staff who are employed by CITY as of the Effective Date of this Agreement ~~OMWD shall transfer to, and become sole employees of OMWD absorb all remaining City personnel on 7/1/2020. Those personnel~~ staff shall transfer to OMWD and maintain current and accrued leave balances for vacation and sick without receiving payout as if their services were terminated with and by CITY. Accrued leaves may be used as outlined by OMWD rules and regulations. intact, transferring Accumulated vacation time shall transfer, but future vacation and sick leave accrual by staff that transfer to OMWD shall be earned at the adopted OMWD

vacation and sick leave accrual schedules.~~a~~

Unused sick leave. ~~ecumulated sick time,~~An employee that transfers from CITY to OMWD shall to be paid out per compensated for one half of their unused sick leave (one-quarter if hired by CITY after July 1, 2008). The payout shall occur under the following circumstances:

(a) At the time of voluntary termination of employment by the employee, if the employee has worked 20 years or more as a full-time employee with the CITY and/or OMWD.

(b) If employed full-time at the time of death, regardless of the length of service, payment to the employee's beneficiary as provided in the employee's life insurance policy provided by OMWD.

~~OMWD handbook upon their retirement. The payout shall be prorated per which employer the time was accumulated. Accumulated vacation time shall transfer, but future accrual shall be at OMWD accrual schedule.~~

~~Ex. 1 Employee #1 has 960 hours accumulated City time and makes \$25/hour. The City would be liable for \$12,000. OMWD employees earn a maximum of 720 hour to be paid at 100%, at \$25/hour would be \$18,000. In this scenario the City would pay \$12,000 and OMWD would pay the balance of \$6000.~~

1.4 OMWD shall comply with CITY's procurement policy for expenditures necessary to preserve, operate and maintain the Facilities. OMWD shall comply with public purchasing requirements as stated in the Code of Iowa as well as the requirements outlined in CITY's adopted procurement policy. CITY shall maintain final authority on all expenditures to preserve, operate and maintain the Facilities.

1.5 OMWD and CITY agree that two elected officials from the Mayor and City Council, as well as the Oskaloosa City Manager shall attend OMWD board meetings for the purpose of providing advice on water and sewer operational and capital planning efforts managed by

OMWD. The CITY representatives shall be ex-officio representatives, and will participate during OMWD meetings as if they are part of the OMWD board, less any official voting authority. The CITY representatives and OMWD shall be committed to identifying and developing operational and capital planning best practices, shared service opportunities, the creation of performance measurement standards, and other items that enhance the effectiveness and efficiency of water and sewer service delivery by OMWD.

~~OMWD and CITY further agree to take the necessary steps to expand the OMWD membership from three (3) to five members within one hundred and eighty (180) days from the filing of this Agreement.~~

1.6 OMWD shall advise CITY and serve as CITY's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities. However, OMWD will not act as, or provide, legal counsel in this capacity.

1.7 OMWD will supervise all regulatory compliance and facilitate financial transactions pertaining to the day-to-day operation of the Facilities on behalf of CITY. Subject to the limitations of this Section, OMWD shall operate the Facilities in compliance with local, state and federal regulatory requirements. In no event shall OMWD be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior to or existed on the Effective Date of this Agreement, and which are not due solely to the negligence of OMWD, nor shall OMWD be responsible for payment of any fines, penalties, damages or attorney's fees resulting from requirements not expressly assumed by OMWD herein, including any reporting requirements.

1.8 OMWD shall exercise the due care in performing its obligations and duties under this

Agreement which is normally and reasonably provided with respect to similar contract services.

1.9 OMWD will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

(a) Statutory Workers' Compensation Insurance in compliance with the laws of the state of Iowa which has jurisdiction of OMWD employees engaged in the performance of services hereunder; together with Employers Liability coverage in the amount of \$500,000 for each incident;

(b) General liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, for bodily injury and property damage with CITY named as additional insured;

(c) Umbrella liability coverage of at least \$4,000,000 is provided in addition to the statutory workman's compensation requirement, basic general liability or auto liability coverage noted above.

City shall be a named insured. OMWD will furnish CITY with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to OMWD and CITY.

ARTICLE II - RESPONSIBILITIES OF CITY

2.1 As part of this Agreement CITY agrees to assume the following responsibilities:

(a) CITY shall maintain in full force and effect, in accordance with their respective

terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to CITY as owner of all Facilities and component parts thereof;

(b) CITY shall be responsible for all capital replacement and maintenance/repair expenditures (except for the labor provided by OMWD) that CITY determines necessary and required, provided that OMWD will first be consulted for justification and need;

(c) CITY shall be responsible for filing, obtaining, and maintaining the current NPDES permit for discharge of wastewater; and for filing all required reports under the Emergency Planning and Community Right-To-Know Act or any other statute or authority; provided, however, OMWD shall assist CITY with preparing these filings prior to required filing dates and deadlines. OMWD shall provide ongoing assistance regarding the maintenance of these permits for CITY;

(d) CITY shall at all times provide access to the Facilities for OMWD, its agents and employees;

(e) CITY shall provide OMWD the use of all ~~existing wastewater and stormwater~~ equipment owned by CITY, necessary for the operation and maintenance of the Facilities; ~~OMWD and the City~~ CITY agree to mutual sharing of equipment resources of both entities when practical.

(f) CITY shall be responsible for all fines imposed for process upsets and violations of discharge limits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 1.7 as well as fines imposed for failure to report as

required by Section 2.1(c).;

(g) CITY shall designate the Oskaloosa City Manager to act as a primary liaison with OMWD in connection with the performance of services by OMWD under this Agreement; ~~the Oskaloosa Public Works Director or City Engineer shall act as a secondary liaison with OMWD;~~ and

(h) CITY shall bear all costs incurred as a result of regulatory requirements not in effect on the Effective Date of this Agreement.

2.2 CITY shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. CITY shall furnish OMWD with Certificates of Insurance as evidence that such policies are in full force and effect under such policies. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination or alteration shall be sent directly to OMWD and CITY.

2.3 To the extent allowed by law, CITY shall indemnify and hold OMWD, its officers, employees and agents, harmless under this Agreement for any and all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of CITY. Additionally, to the extent allowed by law, CITY shall indemnify OMWD, its officers, employees and agents harmless for any and all fines, penalties, attorney's fees and damages resulting from CITY's failure to comply with permitting, reporting or other statutory or regulatory requirements which are the responsibility of the CITY. This provision shall survive the termination of this Agreement.

ARTICLE III - RESPONSIBILITIES OF OMWD

3.1 OMWD shall indemnify and hold CITY, its officers, employees and agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of OMWD. This provision shall survive the termination of this Agreement.

ARTICLE IV - COMPENSATION

4.1 As compensation for services rendered by OMWD pursuant to this Agreement, CITY shall pay to OMWD the sum of ~~sixty-thousand dollars (\$60,000)~~ per month during the first twelve (12) months of this Agreement, commencing with the Effective Date. The monthly payment shall be due and payable on the ~~_____~~ first day of the month in which services are to be rendered. All other compensation to OMWD is due upon receipt of OMWD's invoice and payable within thirty (30) days of the date of the invoice.

4.2 The monthly compensation provided in Section 4.1 shall be reviewed quarterly and adjusted upon the adoption or amendment of the city's budget, or no less than on July 1st of each year, ~~beginning on July 1, 2016~~. The basis for the annual adjustment shall be the change projected or actual expenses to provide CITY with services contemplated in this Agreement such as labor or maintenance/repair. Any proposed adjustments to the monthly billing amount shall require approval of the CITY as part of the annual budget adoption or amendment process.

ARTICLE V - TERM OF AGREEMENT

5.1 This Agreement shall remain in full force and effect for ~~five (5)~~ ten (10) years from the Effective Date. The Agreement shall be automatically renewed for successive terms of ~~one~~

five (15) years each unless written notice of cancellation is given by either party to the other no less than ninety (90) days prior to the date of expiration of the then current ~~period~~term.

ARTICLE VI - TERMINATION

6.1 This Agreement may be terminated by either party in the event of the other party's breach of a material term of the Agreement, by the first party's giving written notice of such breach and the second party's failure to correct within thirty (30) days of receipt of such notice.

6.2 OMWD shall not be in breach under this Agreement for its failure to perform its obligations under this Agreement, to the extent that the performance of such obligations is prevented or delayed by any event which is beyond the reasonable control of OMWD, including but not limited to Acts of God, strikes, labor disputes, and unavailability of parts. In the event OMWD claims that its performance is prevented or delayed by any such event, OMWD will promptly notify CITY of that fact and the circumstances preventing or delaying its performance.

6.3 This Agreement may be mutually terminated by the Parties if the following occurs:

- (a) Written recommendation for mutual termination is provided to the Parties by the OMWD and CITY ex-officio members;
- (b) Resolution for mutual termination is passed by a majority vote of OMWD; and
- (c) Resolution for mutual termination is passed by a supermajority vote of CITY.

In the event the Agreement is mutually terminated, OMWD and CITY ex-officio members, including the Oskaloosa City Manager shall be charged with creating a utility services transition plan to be implemented prior to termination of this Agreement. The utility services transition plan shall outline how water and wastewater services outlined in this Agreement will be provided in an alternative manner as to limit or eliminate potential interruptions of, and increase of, cost

of services provided to the public.

ARTICLE VII - MISCELLANEOUS

7.1 Any temporary or portable equipment which is provided by OMWD during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of OMWD upon termination of this Agreement. Joint capital expenditures by CITY and OMWD may occur from time to time. In the event a joint purchase item is disposed or the Agreement is terminated, the proceeds of the disposed item shall be equally distributed in the same manner as it was acquired. In the event of a termination or non-renewal, CITY reserves the right to purchase OMWD's share of any purchase that was made jointly by taking current market value of the item and compensating OMWD its proportionate share. An emergency exists when expenditures are necessary to continue operation of CITY's Facilities or to provide for public health, safety or environmental protection. If there is an emergency, OMWD shall provide CITY with verbal notice of the need for the capital replacement expenditure as soon as possible and proceed in accordance with Section 1.4 of this Agreement.

7.2 This Agreement represents the entire agreement of the Parties and may only be modified or amended in writing, signed by the Parties.

7.3 Written notices required to be given under this Agreement shall be deemed given when hand-delivered or mailed by overnight mail to OMWD, Attention: Board of Trustees, and to CITY, Attention: City Clerk, at the addresses set forth for each in the opening paragraph of this Agreement.

7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the state of Iowa.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

OSKALOOSA MUNICIPAL WATER DEPARTMENT

CITY OF OSKALOOSA, IOWA

Board Chair

Mayor

Attest: _____

Attest: _____
City Clerk

EXHIBIT A

Description of Facilities

For purposes of this Agreement, the following water/wastewater utility components are included:

1. **WASTEWATER SYSTEM:** Generally speaking this includes all publicly owned manholes, lift stations, retention/detention basins, collection system pipes, easements, discharge points, the activated sludge treatment facility, the trickling filter treatment facility, wastewater utility equipment, materials and supplies, and other property presently maintained or operated by the wastewater utility.

EXHIBIT B

Services to be Provided by OMWD

Except as otherwise provided in the Agreement, and subject to the limitations set forth therein, OMWD shall provide the following services to CITY in connection with the Facilities:

1. Provide the personnel necessary to safely manage, operate, and maintain the CITY's wastewater collection system (including the lift stations) and treatment facilities (activated sludge and trickling filter plants) to achieve optimum performance and to maintain equipment for system integrity, within the CITY's budgeted resources and EPA and DNR standards.
2. Provide the personnel necessary to manage, operate and maintain the Oskaloosa Food Products Corporation pretreatment facility (SBR plant) in the event an agreement is reached between the industry and the CITY requiring daily facility management.
3. Provide technical training to the wastewater operators on treatment process, preventive maintenance techniques, and safety awareness, including the continuing education units (CEU's) necessary for the operating personnel to maintain their licenses.
4. Monitor, sample, analyze, and report as required by the Iowa Department of Natural Resources (IDNR) with respect to the NPDES permit #6273001 ~~issued on 11/15/2002 that expires on 11/30/2020~~ and #6273002 ~~issued on 11/21/2002 that expires on 11/30/2020~~ for wastewater treatment. For the testing required by the NPDES permit (both influent and effluent CBOD, TSS, ammonia, pH, settleable solids, DO, temperature, toxicity, chlorine, alkalinity, volatile acids, MLSS, coliform, nitrogen, phosphorus), OMWD shall collect samples and perform tests on-site depending on available

equipment with the CITY being responsible for the cost of the equipment and supplies. For any additional testing required by the regulatory agencies but not part of the current NPDES permit, OMWD shall notify CITY, collect the samples and perform the testing. If an outside laboratory is needed, the CITY shall be responsible for the cost of shipping the samples along with the cost of the laboratory analysis. The same terms shall apply to any new NPDES permit(s) issued by the IDNR for the CITY.

5. Serve as liaison between the CITY and the DNR and the federal EPA in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.
6. Complete the transfer of sludge from the industrial treatment plant to the CITY's plant, as needed, using the CITY's equipment, and complete the disposal of the sludge from the CITY's wastewater treatment plant to the approved disposal sites; prepare billing for services provided as outlined in the Oskaloosa Municipal Code.
7. Implement the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and will enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of this Agreement.
8. Coordinate any repairs to the collection system on behalf of the CITY in compliance with state and local procurement rules using approved contractors or in-house staff. All work shall comply with local, state and federal rules and regulations (e.g. permitting, environmental). OMWD shall ensure repair work its contractor shall also be responsible for the replacement and resurfacing of all streets or private property, with the CITY being responsible for its own expenses and those of its contractor.

9. Complete all sewer and storm water line locates of the portions of the system owned by the CITY and requested by the Iowa One Call System. Any fees necessary for the CITY to participate in this program shall remain the responsibility of the CITY. In addition, OMWD will inspect all new sewer taps of the CITY's interceptor lines.

10. Develop, implement and complete, using the CITY's equipment, a wastewater collection system cleaning program approved by the CITY, and maintain adequate records of the work completed. The program shall be designed to televise and clean the entire system one time ~~over during the life~~each term of this Agreement as well as more frequent cleaning of any identified trouble areas or as requested by CITY. OMWD will also respond to any reports of blocked lines and will attempt to clean them. If ~~the CITY's~~CITY or OMWD equipment ~~is~~are not capable of removing ~~any a~~ blockage, a contractor ~~will~~may be called to assist. The collected information shall become the property of the CITY.

11. Develop, implement and complete, using the CITY's equipment, a storm water system inspection and cleaning program approved by the CITY, and maintain adequate records of the work completed. The program shall be designed to televise and clean the entire system one time over the life of this Agreement as well as more frequent cleaning of any identified trouble areas or as requested by CITY. OMWD will also respond to any reports of blocked lines and will attempt to clean them. If ~~the CITY's~~or OMWD equipment ~~is~~are not capable of removing ~~any a~~ blockage, a contractor ~~will~~may be called to assist. The collected information shall become the property of the CITY.

- ~~12. Implement a manhole inspection and mapping program by inspecting as many manholes as can be located within the first two years of this Agreement. All data will be documented and made available for inspection by the CITY. The collected~~

~~information shall become the property of the CITY.~~

~~13.12.~~ Maintain cleanliness of process equipment and building, and general appearance of all buildings and grounds, and will conduct operations such that nuisances of sight, sound, and odor are eliminated or minimized to the extent reasonably possible. Using the CITY's equipment, OMWD shall be responsible for mowing and snow removal at all wastewater sites.

~~14.13.~~ Conduct annual fat, oil and grease (FOG) inspection program as required by local, state and federal regulations.

~~15.14.~~ Conduct land sludge application and reporting on an annual basis utilizing the most cost effective and prudent means to accomplish the task – contractor assisted or with existing staff.

~~16.15.~~ Maintain and report septage discharge at the Facilities on behalf of CITY; present septage discharge requests to the CITY for acceptance or rejection.

~~17.16.~~ Secure and properly protect the Facilities within the limits of available security devices provided by CITY.

~~18.17.~~ Provide a monthly and annual, written report to designated officials of the CITY, summarizing performance of the Facilities including but not limited to, production, flows, treatment compliance, major projects or accomplishments, and preventive and corrective maintenance activities for the month.

~~19.18.~~ Comply with all applicable city, state, and federal laws, regulation, and administrative rules.

~~20-19.~~ Use a professional manner in dealing with community groups concerned with any facet of the operation, including tours and other public relations programs.

~~21-20.~~ Coordinate and cooperate with the CITY's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.

~~22-21.~~ Serve as a liaison between the CITY and any new or existing major contributing industries, and provide technical assistance to the CITY in consultation to existing industries and to any new industries, in matters relating to their pretreatment process, or agreements with the CITY and DNR.

~~23-22.~~ Provide assistance to the CITY for the following:

- a. Five-Year Wastewater Capital Improvements Assessment and O&M Budgeting Assistance, updated annually
- b. Inflow/Infiltration (I/I) Analysis and reduction for the Facilities
- c. Industrial Pre-Treatment Investigation
- d. Laboratory Quality Assurance and Quality Control (QA/QC) Program

~~24-23.~~ Provide the necessary information to complete all forms required through the administration of the wastewater treatment and storm water management systems.

~~25-24.~~ OMWD shall bill customers for wastewater system services in OMWD's own name. Customers shall in all respects be treated by OMWD and ~~City-CITY~~ following OMWD's Rules and Regulations and billing and collection practices. OMWD therefore agrees that ~~City's-CITY~~ consumers shall have the same rights and privileges as water consumers located within the ~~City of Oskaloosa~~CITY.