

WATER SERVICE AGREEMENT

Between the City of Medina and the City of Maple Plain

This **Water Services Agreement** ("**Agreement**") is made and entered into as of _____, 20____, by and between the City of Medina, a Minnesota municipal corporation ("Medina"), and the City of Maple Plain, a Minnesota municipal corporation ("Maple Plain").

RECITALS

WHEREAS, Medina and Maple Plain are each authorized by law to construct, operate, and maintain municipal water utilities within their respective corporate limits; and

WHEREAS, Medina has previously requested and Maple Plain has agreed to supply water service to the following developments within Medina that shall not exceed the below listed maximum units:

Development	Maximum Units
<u>Park Ridge Acres Development</u> <u>(23 single family lots located south of</u> <u>highway 12 and east of Townline road;</u> <u>multiple PIDs)</u>	<u>23 units</u>
<u>Ironwood Townhomes Development</u> <u>(4729 Ironwood Circle; PID</u> <u>3011823220004)</u>	<u>23 units</u>
<u>Park Commons Commercial</u> <u>Development (PID 3011823220007)</u>	<u>? – how many units</u>
<u>Holiday Superstore</u> <u>(1300 Baker park road; PID</u> <u>3011823230011)</u>	<u>1 unit</u>
<u>Melrose Commons Development (PID</u> <u>3011823230033)</u>	<u>110 units over entire property, even if</u> <u>subdivided</u>
<u>Future redevelopment of 1472 Co. Rd.</u> <u>29; PID 3011823220002</u>	<u>10 units</u>

("Water Service Area"), The maximum number of units permitted to be supplied water service from Maple Plain shall not exceed that Maximum Units number listed above; and

Park Ridge Acres subdivision (23 single family lots located south of highway 12 and east of Townline road) and the Baker Park Rad Development, which includes property at 1400

~~Baker Park Road and other nearby sites including the Holiday Gas Station (1300 Baker Park Road), the Ironwood Townhome Development (4729 Ironwood Circle, PID 3011823220004) and Melrose Commons Development (PID 3011823230033); and~~

WHEREAS, Maple Plain previously agreed to provide water to said properties pursuant to those certain agreements, dated August 8, 2005, and November 13, 2006, respectively (collectively, the "Original Water Agreements") and currently supplies water to all such properties except the aforementioned Melrose Commons Development ~~that~~ has not yet been constructed; and

WHEREAS the parties desire to amend and replace the Original Water Agreements with just one agreement and, accordingly, desire to continue serving the ~~Water Service Area above-mentioned properties~~ with water services pursuant the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Water Service Improvements

- ~~Service Areas:~~ Maple Plain will supply water service to the Water Service Area ~~not to exceed the Maximum Units listed in the Recitals. following developments within Medina:~~
 - ~~Plat of Park Ridge Acres; - 23 residential lots~~
 - ~~Ironwood Townhome Development (4729 Ironwood Circle, PID 3011823220004) -23 Townhome Units~~
 - ~~Park Commons Commercial Development (1400 Baker Park Road, PID 3011823220007)~~
 - ~~Holiday Superstore (1300 Baker Park Road, PID 3011823230011)~~
 - ~~Melrose Commons Development (PID 3011823230033, 50-unit apartment building)~~
 - ~~Future Development- Melrose Commons outlot- up to 50 equivalent units~~

The water service to the Park Ridge Acres ~~Development-Subdivision~~ will be supplied from an existing Maple Plain water main located south of the railroad overpass on Town Line

Road, and the water service to the rest of the property in the Water Service Area described above will be supplied from two connections to an existing Maple Plain water main located west of Baker Park Road, all of which are depicted on the attached Exhibit A (collectively, the "Interconnection Points"). Medina shall construct (or cause to be constructed) the n Necessary improvements to extend water service from the Interconnection Points to the pabove properties within the Water Service Area and shall be responsible for ensuring that any permit required are duly obtained prior to performing such work.

- **Extension Work:** Water service has previously been extended from the existing Maple Plain water main west of Baker Park Road. Medina, at its sole cost, shall construct and maintain all necessary improvements to connect each development within the Water Service Area. Nothing contained herein shall preclude Medina from requiring developers to install such improvements, provided, however, that such improvements must be installed pursuant to plans and specifications approved by Medina and overseen by Medina's city engineer.
- **Permits & Approvals:** Medina, or a respective developer operating with Medina's approval, is responsible for securing all required permits and approvals.
- Maple Plain, in its capacity as a water supplier, does not guarantee continuous or uninterrupted water service and shall not be liable for any damages, losses, or claims arising from temporary shortages, interruptions, or failures in water supply due to maintenance, repairs, emergencies, acts of God, or any other causes beyond the Maple Plain's reasonable control.

2. Water Connection Fees

- Medina shall collect connection fees in accordance with the City of Maple Plain Fee Schedule (as may be amended), at the time of building permit issuance for each connection, and remit all fees to Maple Plain, nothing herein shall prohibit Medina from charging additional connection fees to be retained by Medina. Pursuant to Minnesota Statutes, section 444.075, subd. 3, both cities will charge utility fees that are just and equitable.

3. Water Meters

- Medina, at its sole cost, shall supply, install, and maintain meters and reading devices for all property service connections to ensure that water usage, as contemplated under this Agreement, can be determined for billing purposes.
- Meters will be read monthly by Medina, and Medina shall submit reports detailing water consumption and connection counts to Maple Plain.
- Every three (3) years Medina shall have the Water Conservation conduct a leak test on the waterlines within the Water Service Area that are connected to the Maple Plain water system. In addition, every year Medina will select five (5) connected meters within Water Service Area at random to inspect and audit for leak detection. All test results shall be promptly provided to Maple Plain. If the test results indicate a leak to the water system, Medina shall promptly make repairs at its sole cost and expense. If Medina fails to timely test and/or make repairs, Maple Plain may, among other things, require Medina to ~~shall~~ install at each interconnection ~~Ppoint~~ ~~install~~ a meter at Medina's sole cost and expense. Nothing contained herein shall preclude Medina from requiring developers to install such improvements; provided, however, that such improvements must be installed pursuant to plans and specifications approved by Maple Plain and overseen by Maple Plain's City Engineer. ~~If Medina fails to test, repair, or install as provided above, the City may, among other things, shutoff water service to the Water Service Area.~~

4. Water Charges

- Medina shall administer all water billings for all properties within the Water Service Area at the Maple Plain non-resident rate, as set forth in the City of Maple Plain fee schedule (as may be amended), and shall submit a usage report and payments to Maple Plain within 45 days of each billing date. ~~Maple Plain will bill Medina's on a Quarterly basis using the reads from the meters at the interconnection points. Billing rate will be the non-resident rate, as set forth in the Maple Plain's fee schedule (as may be amended).~~ In the event Interconnection Point meters are installed as provided above, Maple Plain will invoice Medina, at the Maple Plain non-resident rate, as set forth in the City of Maple Plain fee schedule (as may be amended), on a quarterly basis using the reads from the Interconnection Point meters and Medina shall make payment to Maple Plain within 45 days of receiving an invoice.
- The non-resident rate shall not exceed 145% of the rate for Maple Plain users. Nothing herein shall prohibit Medina from including additional fees to be retained by Medina for the administration and maintenance of the water system.

5. Hydrants and Water Use Restrictions

- **Hydrant Flushing:** Medina is responsible for hydrant flushing within the Water Service Area ~~corporate boundaries of Medina which are provided water under this agreement~~, subject to coordination with and authorization from Maple Plain's Public Works Department.
- **Use Restrictions:** If Maple Plain declares water use restrictions, Medina will fully cooperate with Maple Plain to enforce such restrictions, including, but not limited to, a sprinkling ban.
- **Prohibition of lawn irrigation systems for new development:** Medina shall prohibit ~~property within the~~ Melrose Commons Development ~~plat of Melrose commons and any future development of 1472 Co. Rd. 29~~ from connecting automatic lawn irrigation systems to the public water supply system.

6. Repair and Maintenance

- **Medina's Responsibility:** Medina shall repair and maintain all water mains, valves, hydrants, and appurtenances on Medina's side of the interconnection ~~P~~points, at Medina's sole cost and expense, including the water meters as provided herein ~~at the interconnection points~~.
- **Maple Plain's Responsibility:** Maple Plain shall ~~r~~Repair and maintain the interconnection ~~P~~point itself, isolating valve, and all infrastructure on the Maple Plain side of the interconnection ~~p~~PPoints, Maple Plain's sole cost and expense.
- **Notice:** Except in emergencies, each party will provide at least 24-hours' notice to the other before any planned maintenance or repair work.

7. Indemnification

Each party shall indemnify, defend, and hold harmless the other party, its officials, agents, and employees from any claims arising from its own operation, maintenance, or repair activities under this Agreement, except for claims resulting from the other party's intentional misconduct or negligent acts. The parties do not waive any immunities or other tort protections to which the parties are entitled to under Minnesota Statutes, Chapter 466.

8. Future Developments

This Agreement does **not** guarantee or commit Maple Plain to supply water to any developments in Medina other than those expressly listed herein that are within the Water

Service Area. Should Medina request service for any additional or expanded developments, Maple Plain may require, among other things and at Medina's sole expense, a comprehensive water system study to assess capacity and impacts prior to granting approval.

9. Notices

All notices shall be deemed given when delivered in person or sent by certified mail (return receipt requested) to:

- **Maple Plain:**
City of Maple Plain
PO Box 97
Maple Plain, MN 55359-0097
ATTN: City Administrator
- **Medina:**
City of Medina
2052 County Road 24
Medina, MN 55340
ATTN: City Administrator

10. Termination

Either party may terminate this Agreement by providing at least ~~five (5)~~ten (10) years' written notice to the other party. Alternatively, the parties may mutually agree to terminate this agreement at any time in writing signed by both parties.

11. Supersession Clause

This Agreement supersedes and replaces any and all prior agreements, understandings, or arrangements, whether written or oral, between ~~the City of~~ Medina and ~~the City of~~ Maple Plain relating to the supply of water service, including the Original Water Agreements and any other informal or preliminary agreements. Any previous agreements, including the Original Water Agreements, are deemed null and void, and this Agreement shall govern the terms and conditions of the parties' relationship moving forward.

12. Miscellaneous

- This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

b. The Recitals at the beginning of this Agreement and all attached exhibits referred are a material part of this Agreement and are incorporated herein. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

c. Time shall be of the essence in this Agreement.

d. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile[, email, or other means of electronic transmission] shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The remainder of this page intentionally left blank; signature page follows

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the date first written above.

CITY OF MEDINA

By: _____
Todd Albers, Mayor

By: _____
Erin Barnhart, City Administrator

CITY OF MAPLE PLAIN

By: _____
Julie M. Maas-Kusske, Mayor

By: _____
Jacob W. Schillander, City Administrator

State of Minnesota

County of Hennepin

On this ____ day of _____, 2025, before me appeared Todd Albers and Erin Barhart, to me known to be the persons who executed this instrument on behalf of the City of Medina and acknowledged the same:

Notary Public

My commission expires: _____

State of Minnesota

County of Hennepin

On this ____ day of _____, 2025, before me appeared Julie M Maas-Kusske and Jacob Schillander, to me known to be the persons who executed this instrument on behalf of the City of Maple Plain and acknowledged the same:

Notary Public

My commission expires: _____

EXHIBIT A

Depiction of Interconnection Points

