

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_____, (“Effective Date”) 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
Park Ridge Acres Development (23 single family lots located south of highway 12 and east of Townline road; multiple PIDs)	23 units
Ironwood Townhomes Development (4729 Ironwood Circle; PID 3011823220004)	23 units
Park Commons Commercial Development (PID 3011823220007)	1 commercial connection
Holiday Superstore (1300 Baker park road; PID 3011823230011)	1 commercial connection
Melrose Commons Development (PID 3011823230033)	110 units over entire property, even if subdivided
Future redevelopment of 1472 Co. Rd. 29; PID 3011823220002	10 units

(“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

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 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. The water service to the Park Ridge Acres 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 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 necessary improvements to extend water service from the Interconnection Points to the 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, and 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

- City will install meters at the Interconnection Points and maintain the same. Said costs for installation and maintenance of the meters shall be shared evenly between Medina and Maple Plain. Upon completion of the installation or any maintenance, Maple Plain will invoice Medina for its share of the actual costs of said installation or maintenance, which shall be split evenly between both cities. Medina shall pay Maple Plain the invoiced amount within 30 days of invoice receipt. If requested, Maple Plain will provide Medina data supporting the invoiced amount.
- Unless and until the above-described meters are installed and operational, Medina, at its sole cost, will continue to supply and maintain meters and reading devices for all service connections authorized under this Agreement to ensure that usage can be determined for billing purposes. During said time, Medina will administer water billing based on meter readings and Maple Plain's then-current non-resident rate. Medina shall remit payment to Maple Plain for all usage on a quarterly basis and submit reports detailing water consumption to Maple Plain.

4. Water Charges

- Following installation of the meters at the interconnection points, Maple Plain will invoice Medina on a quarterly basis using the reads from the meters at the said Interconnection Points. Invoice rates will be the non-resident rate, as set forth in Maple Plain's fee schedule (as may be amended).
- The non-resident rate shall not exceed 145% of the rate for Maple Plain users for a five-year period commencing on the Effective Date. 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, 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 the Melrose Commons Development 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; CCR Reporting

- **Medina's Responsibility:** Medina shall repair and maintain all water mains, valves, hydrants, and appurtenances on Medina's side of the Interconnection Points, at Medina's sole cost and expense, including the individual water meters as provided herein and at each service connection.
- **Maple Plain's Responsibility:** Maple Plain shall repair and maintain, Maple Plain's sole cost and expense, the Interconnection Point itself, isolating valve, and all infrastructure on the Maple Plain side of the Interconnection Points. Maple Plain shall maintain the meters at the Interconnection Points and the cost shall be shared as provided in Section 3.
- **Notice:** Except in emergencies, each party will provide at least 24-hours' notice to the other before any planned maintenance or repair work.
- **Consumer Confidence Drinking Water Report:** The parties recognize that Medina is subject to the Safe Drinking Water Act and therefore must provide an annual Consumer Confidence Report ("CCR") to customers by July 1 under federal law. To ensure compliance, Maple Plain will provide CCR-related data to Medina, including monitoring results, violation notices, source water assessments, and other necessary data requested by Medina, no later than April 1 of each year.

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) 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 Medina and 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

- a. 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

EXHIBIT A

Depiction of Interconnection Points

