

TWENTY-SEVENTH RIDER TO AGREEMENT

THIS AGREEMENT, made this 10th day of May, 2022, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL d/b/a Saint Paul Regional Water Services**, hereinafter called the “Board”, and the **CITY OF SHOREVIEW**, hereinafter called the “City”, being a Twenty-Seventh Rider to that certain Agreement made by and between the Board and the City on the 24th day of September, 1964 (“1964 Agreement”), and by this reference incorporated herein and made a part and parcel hereof with the same intent, purpose, and effect as if said Agreement were set forth herein verbatim.

WHEREAS, the Board now possesses title to a sixty-foot (60') right-of-way easement in certain real estate lying north of County Road I, described as the north 60 feet of the south 93 feet of Section 2, Township 30, Range 23, in Ramsey County, Minnesota, said real estate hereinafter called the “Premises”; and

WHEREAS, the City desires permission to enter upon certain portions of the Premises and to install a conduit holding an electric service line to provide power for street lighting on County Road I; and

WHEREAS, the Board is willing to grant said permission to the City consistent with requirements and safety of the works of the Board.

NOW, THEREFORE, BE IT AGREED, in consideration of the mutual promises and agreements of the parties thereto:

That subject to all terms and conditions contained in the 1964 Agreement, the Board hereby grants to the City permission to enter upon portions of the Premises and to thereon install, maintain, operate and carry out all Board approved necessary operations in respect to the following:

1. Permitted Activity

Installation of a 2-inch PVC conduit holding an electric service line to provide power for street lighting on County Road I in the location shown on Exhibit “A”, attached hereto and incorporated herein.

2. Conditions

All work shall be performed in accordance with good engineering practices.

4. Notification

City or City's contractor shall notify Board's Vadnais Supervisor at least 48 hours in advance of permitted activity to schedule inspection and coordination of work. Board's Vadnais Supervisor may be reached between the hours of 8 a.m. and 4 p.m. at 651-766-4150.

5. Insurance

Pursuant to Section 27 of the 1964 Agreement, City's contractor shall provide a certificate of insurance naming the Board of Water Commissioners of the City of Saint Paul and the City of Saint Paul, and their officials, employees, agents, and representatives as additional insureds with respect to general liability and automobile insurance. Work shall not commence prior to Board approval of said certificate.

Section 27 of the 1964 Agreement is hereby amended to require public liability insurance in minimum amounts of \$1,500,000 for bodily injury or death to one person and \$1,500,000 per accident, and \$1,500,000 for damages to or destruction of any property.

This section shall not apply when work is performed by City's forces; rather, the provisions of Chapter 466, Minnesota Statutes shall apply to work performed by City and/or its employees.

6. Counterparts

The parties may sign this Rider to Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

7. Electronic Signatures

The parties agree that the electronic signature of a party to this Rider to Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Rider to Agreement. The parties further agree that any document (including this Rider to Agreement and any attachments or exhibits to this Rider to Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Rider to Agreement.

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IN WITNESS WHEREOF, parties hereto have caused this agreement to be executed the date first above written.

Approved as to form:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

By: _____
Patrick Shea, General Manager
Saint Paul Regional Water Services

By: _____
Mara Humphrey, President

By: _____
Lisa Veith
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary

By: _____
John McCarthy
Director, Office of Financial Services

CITY OF SHOREVIEW

By: _____
Sandy Martin
Mayor

By: _____
Brad Martens
City Manager