

**AUTOMOTED METERING INFRASTRUCTURE
SITE LEASE AGREEMENT**

between

CITY OF SAINT PAUL

and

THE BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

THIS SITE LEASE AGREEMENT (this “Lease”) is made and entered into effective the ____ day of _____, 2022 (the “Effective Date”), between the City of Saint Paul, a Minnesota municipal corporation and home rule charter city (the “City”) and the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation (the “Board”), d/b/a Saint Paul Regional Water Services (“SPRWS”).

WHEREAS, the Board intends to institute a Leak Audit Pilot Program using an integrated system of smart meters, communications networks, and data management that enables two-way communication between SPRWS and its customers known as Advanced Metering Infrastructure (“AMI”); and

WHEREAS, the City owns and operates siren poles in Ramsey County, State of Minnesota, at various locations; and

WHEREAS, the Board presently desires to place certain AMI equipment upon such poles, and the City agrees to permit the Board to do so, subject to the terms of this Lease.

NOW THEREFORE, in consideration of the terms and conditions of this Lease, the parties agree as follows:

1. Leased Premises

- a. The City hereby leases to the Board certain space located at and on the City’s siren poles at the following locations:
 - i. **Siren 8:** 1525 Edgerton Street between Wheelock Parkway and Hoyt Avenue East across from 1530 Edgerton Street
 - ii. **Siren 5:** 1190 Clarence St. near the Southeast Quadrant of the intersection of Maryland Avenue East and Clarence Street
 - iii. **Siren 3:** 691 Ruth Street North between Minnehaha Avenue East and Margaret Street across from 688 Ruth Street North
 - iv. **Siren 6:** 1311 Wilson Avenue between English Street and Clarence Street across from 1320 Wilson Avenue
 - v. **Siren 14:** 501 Kent Street between University Avenue West and Sherburne Avenue next to westerly alley entrance
- b. No other space or property interests are being leased to the Board.

2. *Terms/Renewals/Rent*

- a. The initial term of this Lease shall commence on the Effective Date and shall expire on December 31, 2043 (the "Termination Date").
- b. This Lease may be extended by mutual agreement in the form of a written addenda or amendment.
- c. Either party may cancel the terms of this Lease prior to the Termination Date by giving 90 days written notice to the other party.
- d. The Board does hereby covenant and agree to pay the City as and for rent of the Leased Premises the sum of One Dollar (\$1.00) per annum.

3. *Liability*

Each of the parties will be responsible for its own acts and for those of its agents, officers, and employees, and for any liability, damages or consequences resulting therefrom. Each party reserves and expressly does not waive any immunities or defenses available under Minn. Stat. Chapter 466, et.al, or any other law related thereto.

4. *Interference*

The Board hereby covenants with the City that no harmful interference will be caused to the operation of the City's siren equipment due to the installation or operation of the Board's equipment, and if such damage or interference is caused, operation of the Board's equipment will cease. If the cause of the interference cannot be corrected within a reasonable period of time, the Board agrees to remove its equipment from the siren pole, and this Lease shall become null and void.

5. *Installation/Maintenance*

- a. The City agrees that the siren pole and associated facilities will be made available to the Board for installation and maintenance of the Board's equipment. The Board will request the City's Emergency Management Director to coordinate entrance to and exiting from the siren pole site.
- b. The Board's equipment that will be attached to the siren pole and associated facilities will consist of one Neptune R900 System Gateway Fixed Network Data Collector, specifications of which are show on Exhibit "A" *Board Equipment*.
- c. The Board shall maintain the Leased Premises and its equipment in a good condition and state of repair during the continuance of its tenancy, and all work by the Board or its contractors will be done in a professional manner and at no expense to the City.
- d. The Board shall, before the expiration of this Lease, restore the siren pole to the same condition as that existing on the Effective Date. Reasonable wear and damages by the elements or by circumstances over which the Board has no control is excepted.

- e. The Board shall be responsible for payment of all operational costs associated with the use of the AMI equipment. The City will invoice the Board for those costs on an annual basis.

6. *Regulatory Agencies*

This Lease is subject to the regulations of any regulatory body having jurisdiction hereof, including but not limited to the Federal Communications Commission and Federal Aviation Administration. The Board will be responsible for obtaining all permits for construction and the continued operation of its equipment.

7. *Insurance*

The City and the Board each individually certify and agree that each is a duly authorized self-insured entity in accordance with Minnesota State Law for purposes of general liability, property damage, and workers compensation claims; and furthermore, the City and the Board each affirm and reserve entitlement to all available immunities, defenses, and protections to the fullest extent provided by law.

8. *Assignment and Subletting*

The Board will not assign, sublet, or transfer this Lease, or assign operation or management of its equipment without consent of the City, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.

9. *Miscellaneous*

- a. This Lease constitutes the entire agreement and understanding of the parties regarding the Property. Any modifications of, addenda to, or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver will be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
- b. This Lease will be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.
- c. If any term of this Lease is found to be void or invalid, such invalidity will not affect the remaining terms of this Lease, which will continue in full force and effect.
- d. The parties may sign this Lease in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- e. The parties agree that the electronic signature of a party to this Lease will be as valid as an original signature of such party and will be effective to bind such party to this Lease. The parties further agree that any document (including this Lease and any attachments or

exhibits to this Lease containing, or to which there is affixed, an electronic signature will 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 will not affect the enforceability of this Lease.

10. Notices

All notices herein provided to be given, or that may be given by either party to the other, will be deemed to have been fully given when served personally on the City or the Board, or when made in writing and deposited in the United States Mail, certified and postage prepaid, and addressed to the City or the Board at the addresses below:

If to the City: City of Saint Paul
 Attn: Director of Emergency Management
 367 Grove Street, 5th Floor
 Saint Paul, MN 55101

If to the Board: Saint Paul Regional Water Services
 Attn: Business Division Manager
 1900 Rice Street, Admin Bldg.
 Saint Paul, MN 55113

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IN WITNESS WHEREOF, both parties hereto have executed this Lease, the day and year first above written.

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

Approved:

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

By _____
Mara Humphrey, President

Approved as to form:

By _____
Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

CITY OF SAINT PAUL

By _____
Jamie Tincher, Deputy Mayor

By _____
Shari Moore, City Clerk

By _____
Rick Shute, Director
Department of Emergency Management

By _____
John McCarthy, Director
Office of Financial Service