

**AMENDMENT NO. 3 TO CONTRACT FOR WATER SERVICES**

**between**

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

**and**

**CITY OF ROSEVILLE, MINNESOTA**

This **AMENDMENT NO. 3 TO CONTRACT FOR WATER SERVICES** is entered into this 11<sup>th</sup> day of April, 2023, by and between the BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL, a municipal corporation of the State of Minnesota (the “Board”), and the CITY OF ROSEVILLE, MINNESOTA, a municipal corporation of the State of Minnesota (“Roseville”)

**WHEREAS**, Roseville and the Board entered into a Contract For Water Services dated May 10, 2005 to furnish and provide water to Roseville (the “Agreement”); and

**WHEREAS**, Roseville and the Board entered into an Amendment No. 1 to Contract For Water Services dated September 10, 2013, which provided for revised water charges and that after a five-year period, the parties would review fees and charges to be addressed by a Cost-of-Service Study; and

**WHEREAS**, Roseville and the Board entered into an Amendment No. 2 to Contract For Water Services dated December 12, 2017, which provided for revised water charges and that after a five-year period, the parties would review fees and charges to be addressed by a Cost-of-Service Study; and

**WHEREAS**, the parties have reviewed such fees and charges addressed by a Cost-of-Service Study and at this time desire to further amend the Agreement to provide for revised water charges and rates and to extend the term of the Agreement to December 31, 2027; and

**WHEREAS**, Section 10.04 of the Agreement provides for amendments to the Agreement by a written instrument executed by the parties, and this Amendment No. 3 to Contract For Water Services is intended by the parties to be such an instrument.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties mutually agree to amend the Agreement according to the following:

1. Section 1.02 is hereby replaced in its entirety with the following:

**SECTION 1.02      Term**

This agreement shall commence as of May 25, 2004 and shall remain in force and effect until December 31, 2027. At least two (2) years before the expiration of the term of this Agreement, representatives of the Parties agree to meet, review the Board's performance and costs, and discuss in good faith whether to continue their contractual relationship.

2. Section 6.01 is hereby replaced in its entirety with the following:

**SECTION 6.01      Rates**

- A. The rates for water sold by the Board to Roseville under this Agreement ("Charges") shall consist of two components:

1) Water Service Base Fee

The Water Service Base Fee is intended to recover the fixed costs incurred by the Board for its provision of water to Roseville. The Water Service Base Fee shall be charged monthly in accordance with the following yearly schedule.

2023	\$64,600/month (totaling \$775,200)
2024	\$69,100/month (totaling \$829,200)
2025	\$74,000/month (totaling \$888,000)
2026	\$77,700/month (totaling \$932,400)
2027	\$81,500/month (totaling \$978,000)

2) Water Volume Charge

The Water Volume Charge is the product of a rate equal to 60% of the lowest seasonal rate per one hundred (100) cubic feet charged to retail water customers in the City of Saint Paul and the volume of water provided to Roseville at the Point of Delivery. The Water Volume Charge shall be charged at the same time and frequency as the Water Service Base Fee.

- B. The parties agree to review the Charges every five (5) years or if a significant change to the Board's retail billing structure is implemented. This review shall include a cost-of-service study, which shall review the return on Board assets, asset allocations and other economic factors. All costs for this review shall be shared equally by the Board, its other wholesale customers, and Roseville.
- C. Notwithstanding the above, if, whether as a result of such review or otherwise, the Board changes its retail billing structure in any way, either of its own accord or at

the requirement of other governmental entities, both parties agree that the Charges will be adjusted. All reasonable effort shall be taken to make sure this adjustment shall not harm Roseville by increasing Roseville's overall cost or harm the Board by decreasing the Board's overall revenue under the contract.

3. The effective date of this Amendment shall be January 1, 2023.
4. All other provisions of the original Agreement shall remain in full force and effect.

*[The remainder of this page left intentionally blank.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 3 to Contract For Water Services to be executed as of the day and year first above written.

**CITY OF ROSEVILLE, MINNESOTA**

By \_\_\_\_\_  
Daniel J. Roe, Mayor

By \_\_\_\_\_  
Patrick Trudgeon, City Manager

**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

By \_\_\_\_\_  
Todd Hurley, Director  
Office of Financial Services