

Agreement No.

**AMENDMENT NO. 2 to CONTRACT FOR WATER SERVICE
between
BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
and
CITY OF LITTLE CANADA, MINNESOTA**

This **AMENDMENT NO. 2 TO CONTRACT FOR WATER SERVICE** is entered into this 10th day of April, 2018, 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 LITTLE CANADA, MINNESOTA**, a municipal corporation of the State of Minnesota ("Little Canada").

WITNESSETH:

WHEREAS, Little Canada and the Board entered into a Contract For Water Service dated November 27, 2006 to furnish and provide water to Little Canada (the "Agreement"); and

WHEREAS, Little Canada and the Board entered into an Amendment No. 1 to Contract For Water Services dated March 10, 2015 with an effective date of January 1, 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, 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

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. 2 to Contract For Water Service 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 7.01 is hereby replaced in its entirety with the following:

SECTION 7.01 Charges

- A. The charges for water sold by the Board to Little Canada 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 Little Canada. The Water Service Base Fee shall be \$10,150 per month and shall be charged monthly.

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 Little Canada 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 and Little Canada.
- 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 Little Canada by increasing Little Canada's overall cost or harm the Board by decreasing the Board's overall revenue under the contract.

- 2. The effective date of this Amendment shall be January 1, 2018.
- 3. All provisions of the original Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Contract For Water Services to be executed as of the day and year first above written.

**CITY OF LITTLE CANADA,
MINNESOTA**

By _____
John Keis, Mayor

By _____
Joel Hanson, City Administrator

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

Approved:

By _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By _____
Matt Anfang, President

Approved as to form:

By _____
Lisa Veith, Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

By _____
Todd Hurley, Director
Office of Financial Services