

**SEVENTH RIDER
TO
AGREEMENT**

THIS AGREEMENT, is made this 12th day of May 2020, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, Minnesota, (the “Board”) and the **CITY OF CENTERVILLE**, Minnesota (the “Permittee”), being a Seventh Rider to that certain Agreement made by and between Board and Permittee the 9th day of June, 1966, 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 possesses fee title to property along the shoreline of Centerville Lake, Property Identification Number 23.31.22.23.0062, commonly referred to as the Centerville Lake Pumping Station, in the City of Centerville, Anoka County, Minnesota (the “Premises”); and

WHEREAS, Permittee desires permission to enter upon certain portions of the Premises to therein install and maintain a lawn irrigation system; and

WHEREAS, the Board is willing to grant said permission to the Permittee 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 hereto:

That subject to all terms and conditions contained in said Agreement between the parties hereto made and entered into the 9th day of June 1966, the Board hereby grants to Permittee permission to enter upon portions of said Premises and to therein install, maintain and carry out all Board approved operations in respect to the following:

1. Permitted Activity

Install and maintain a lawn irrigation system on the Premises. The water for the irrigation system will be supplied from a regional stormwater pond in the nearby Anoka County Regional Park and pumped through the Permittee's stormwater re-use system.

2. Conditions

All work shall be performed in accordance with the approved plan as shown on Exhibit "A", attached hereto and incorporated herein, as signed by a registered Professional Engineer licensed by the Minnesota Board of Licensure. Permittee will be granted access to the property to maintain and repair the irrigation system. Permittee shall restore any damage to turf as a result of maintenance activities. Permittee does not guarantee a minimum amount of irrigation will be provided. The Board shall have the right to request, and Permittee shall not deny, reasonable adjustments to the watering schedule or volume of water irrigated. The Board shall continue its responsibilities for all other maintenance of the site, including mowing.

3. Notification

Permittee or Permittee'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. - 4 p.m. at 651-775-6192, except on weekends and holidays.

4. Insurance

Section 30 of the June 9, 1966 Agreement is hereby amended to require that the Permittee's contractor name the City of Saint Paul, the Board of Water Commissioners of the City of Saint Paul, and their officials, employees, agents and representatives as additional insureds with primary coverage on a noncontributory basis under its commercial general liability policy, with a coverage limit of at least \$1.5 million per claim and \$2.0 million aggregate.

This Agreement is made and executed pursuant to and under the authority of Resolution number _____, adopted by the Board of Water Commissioners of the City of Saint Paul on the 12th day of May 2020, a copy of said Resolution being annexed hereto and by this reference incorporated herein and made a part hereof the same as if set forth verbatim.

[Remainder of page left intentionally blank.]

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

Approved:

CITY OF CENTERVILLE, MINNESOTA

By _____
D. Love, Mayor

By _____
Teresa Bender, City Clerk

Approved:

**BOARD OF WATER COMMISSIONERS
CITY OF SAINT PAUL, MINNESOTA**

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

By _____
Matt Anfang, President

Approved as to form:

By _____
Mollie Gagnelius, Secretary

Lisa Veith, Assistant City Attorney

By _____
John McCarthy, Interim Director
Office of Financial Services

