Roseville Public Works, Environment and Transportation Commission Meeting Agenda

Tuesday, November 24, 2015, at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

6:30 p.m.	**1.**	**Introductions/Roll Call**
6:35 p.m.	**2.**	**Public Comments**
6:40 p.m.	**3.**	**Approval of October 27, 2015 Meeting Minutes**
6:45 p.m.	**4.**	**Communication Items**
7:00 p.m.	**5.**	**Skating Center Solar Installation**
7:30 p.m.	**6.**	**Continuation of Sewer and Water Private Services discussion**
8:25 p.m.	**7.**	**Review January Agenda**
8:30 p.m.	**8.**	**Adjourn**

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Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: November 24, 2015 **Item No:** 3

Item Description: Approval of the October 27, 2015 Public Works Commission Minutes

Attached are the minutes from the October 27, 2015 meeting.

Recommended Action:
Motion approving the minutes of October 27, 2015 subject to any necessary corrections or revision.

Move**:** ______________________

Second**:** ______________________

Ayes**:** ______________________

Nays**:** ______________________

Roseville Public Works, Environment and Transportation Commission Meeting Minutes

Tuesday, October 27, 2015, at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

1. Introduction / Call Roll

Chair Dwayne Stenlund called the meeting to order at approximately 6:30 p.m. and Public Works Director Marc Culver called the roll.

Members Present: Chair Dwayne Stenlund; and Members Joe Wozniak, Sarah Brodt Lenz; John Heimerl and Duane Seigler

Members Absent: Vice Chair Brian Cihacek and Member Kody Thurnau

Staff Present: Public Works Director Marc Culver; City Engineer Jesse Freihammer; and Finance Director Chris Miller

2. Public Comments

None.

3. Approval of August 25, 2015 and September 22, 2015 Meeting Minutes

Member Heimerl moved, Member Seigler seconded, approval of the August 25, 2015 meeting as amended

<u>Corrections</u>:

- **Page 1, Line 10 (in accordance with Uniform Commission Code)**
  Correct to read: “absent” rather than “excused”
- **Page 5, Line 172 (Stenlund)**
  Typographical correction: “paid”
- **Page 5, Line 175-176 (Recording Secretary)**
  Insert paragraph break between lines
- **Page 5, Line 177 (Stenlund)**
  Correct to read: “…information on why no seeds or lawn clippings should be ***[~~in~~] [considered]*** debris in ***[the]*** discharge…”
- **Page 7, Line 304 (Stenlund)**
  Typographical correction: “no” should be “not”

Ayes: 4
Nays: 0

Abstentions: 1 (Wozniak)
Motion carried.

Member Wozniak moved, Member Seigler seconded, approval of the September 22, 2015 meeting as amended.

Corrections:

- **Page 1, Line 10 (in accordance with Uniform Commission Code)**
  Correct to read: "absent" rather than "excused"
- **Page 3, Line 110 (Wozniak)**
  Correct to read: "…advised that approximately 6-7 miles of pipe annual***[ly]*** is budgeted ***[for televising and or lining, leaving as many as 80 miles left to do.]"***

Ayes: 5
Nays: 0
Motion carried.

Having not been at that meeting, and for future follow-up, Chair Stenlund asked staff to break out the number of miles of each type of pipe construction constituted the overall sanitary sewer infrastructure piping.

Mr. Culver responded that the map as displayed provided that pipe material breakdown by mile.

Chair Stenlund also asked for future discussion and public information, what benefits a homeowner would gain – and options available – if they were more proactive in maintenance and/or replacement of their private line before it became an emergency situation, based on the life span of the particular pipe and age of the line.

Finally, for future reference, Chair Stenlund asked that as suggested at that meeting by Member Seigler, a video or other communication method should definitely be pursued to showcase pathway and sidewalk improvements made rather than just those remaining left undone. Chair Stenlund asked if this would be an appropriate video project for a high school class and then kept for future reference.

Mr. Culver responded that the existing pathway map showed that projects accomplished over the last five years, and could be defined to provide a radius area around schools.

Member Lenz suggested involving school districts as a partner in these efforts and work accomplished to-date even though the City had not received any Safe Routes to Schools grant funds.

4. Communication Items

Public Works Director Culver and City Engineer Jesse Freihammer provided additional comments and a brief review and update on projects and maintenance activities listed in the staff report dated October 27, 2015.

Discussion included location of lift station replacements; jurisdictional designation and maintenance by Metropolitan Council for the gravity-fed sewer system trunk lines traversing the City of Roseville servicing Roseville and other metropolitan communities; impacts to Villa Park with scheduled Metropolitan Council sewer system upgrades; continuing downtrend in participants in this last year for the residential curbside leaf pick-up program; and ongoing drop in prices of LED light bulbs with fixture replacement and/or retrofit remaining the main cost and depending on their type and/or age.

Mr. Culver reported that about fifteen residents had attended the October session of Roseville University, focusing on public works and engineering departments.

Further discussion ensued regarding the Victoria Street project; rational for location of the striped parking lane on the northbound side but lack of shoulder and striping at the curb line on the southbound side and bicycle traffic would be safely accommodated; explanation of erosion-control devices used to dissipate water flow until vegetation is more established at which time they'll be removed; and rationale for curb and gutter installations of different types along the Victoria Street corridor depending on resident feedback and areas with or without well-defined ditches and grade sufficient for drainage for rural section road design rather than a more urban approach where stormwater management requirements needed to be met. Additional discussion included parking on one side along that corridor, with an 8' wide shoulder available on the east side.

At the request of Chair Stenlund, Mr. Culver assured him that staff would monitor the Metropolitan Council's scheduled work next fall on the interceptor line near the B-Dale Club to ensure the City's and the Capitol Region Watershed District's investment in drainage management in that area was not negatively impacted.

5. 2016 Utility Rate Proposal

Chair Stenlund introduced and welcomed Finance Director Chris Miller for the PWETC's annual review of proposed the 2016 utility rates based on staff's preliminary analysis and before subsequently presenting that information to the City Council as part of the 2016 budget process.

Details of Mr. Miller's presentation were provided and referenced by Mr. Miller in the staff report and his memorandum both dated October 27, 2015. Mr. Miller reviewed each of the enterprise funds and their operational review as part of staff's analysis of utility operations including fixed and variable costs, capital replacement costs, and customer counts and consumptions patterns, rate structure and rates. Overall, Mr. Miller advised that staff anticipated a 1.5% average increase for most single-family homeowners, but noted that would vary somewhat based on their water consumption. Specific to the capital improvement plan (CIP), Mr. Miller noted that costs were projected out twenty years, but reviewed and updated annually.

Water Operations

At the request of Member Seigler, Mr. Miller confirmed that depreciation was built into the accounting process, with approximately $1 million built into water rates annually to address CIP needs most importantly in addressing the City's aging infrastructure.

Specific to the proposed Intern position, Member Seigler suggested college students as a practical part of their course work may be a good fit in forecasting data. Mr. Miller advised that this was the intent for this position, provided the City Council supports it, for a college student to either fill that role, or provide support to existing staff allowing them to perform data gathering and trending.

Member Wozniak asked if staff looked at customer counts and distinctions between residential and commercial accounts on an annual basis in determining unit costs, particularly if more customers are added, perhaps there would be no need for the proposed 1.5% rate increase in 2016.

Mr. Miller advised that customer counts and distinctions were part of the annual analysis and reflected accordingly, as well as use patterns over the last twelve months and before recommending any rate adjustments going forward. While that information is not available yet in real time, Mr. Miller advised that the latest available data is reviewed.

At the request of Member Seigler, noting the new developments (e.g. Rosedale Center addition, new hotels) that would increase commercial customers, Mr. Miller responded that those customers would probably not impact 2016 rates until construction was completed and would not be counted until coming on line and occupancy became more certain in projecting rates for 2017 and beyond.

At the further request of Member Seigler, Mr. Miller advised that rates had actually decreased some years, which he would reflect later in this presentation when looking at comparative data.

At the request of Chair Stenlund, Mr. Miller clarified "personal" services as personnel assigned to water operations and including their wages and benefit package.

Mr. Miller shared that it was fortunate that the City would not be experiencing any increase in wholesale water purchases from the St. Paul Regional Water System, the single largest operating cost for the water operation. Mr. Miller stated that was very unusual and noted he couldn't remember it having happened during his 14 year tenure with the city.

Sanitary Sewer

Mr. Miller reported that the sanitary sewer operation utility didn't present a similar picture, with overall costs expected to rise 3.7% and personnel costs 8.6% including cost-of-living adjustments (COLA) and increased health care costs. Also, unlike the water utility, the largest operating cost to this fund is wastewater treatment costs paid to the Metropolitan Council Environmental Services (MCES), anticipating an increase of $110,000 for 2016. Mr. Miller noted that MCES was always one year behind in their costs, so using a firm flow method over the last 12 months, this was how the annual treatment costs were set, and did allow some certainty in budgeting for the next year. While additional operating costs will require an increase in sanitary sewer usage fees charged to customers, Mr. Miller reported that the base fee used to fund capital replacements would remain the same as in 2015.

At the request of Member Seigler, Mr. Culver confirmed that the CIP and base fees funded sewer lining, televising and spot repairs. Mr. Miller concurred, noting that the net available for CIP and depreciation were built into the base rates annually for those improvements.

At the request of Chair Stenlund, Mr. Miller addressed the apparent personnel cost discrepancies between the water and sewer utility funds, advising that they did not move entirely in concert, with more staff resources allocated to the water utility than were to the sewer utility. Mr. Miller further noted that the base for each utility is different, and while the dollar impact was similar, percentage changes were different due to the base number that percentage involved.

Storm Drainage Operations

Mr. Miller reported that, similar to other utility funds, impacts to this fund were related to the same supply and personnel cost increases, with $1 million also set aside annually in this fund for CIP needs.

As a side note, combining each of these utility funds, Mr. Miller noted that the currently-funded base rates provided a total of $3 million set aside annually for infrastructure replacement through the CIP fund. Mr. Miller advised this had been intentional on the part of the City Council over the last few years in catching up with infrastructure needs that had been deferred for a number of years in the past, severely handicapping long-term sustainability of the city's infrastructure.

Chair Stenlund asked if the CIP was significantly affected or subject to increase due to inflation as the construction and job market improved and affected the bidding climate.

Mr. Culver responded that this was one area where staff needed to review the CIP in more detail, since it is set up with an annual dollar amount that was impacted depending in the bidding climate and dictating what could be accomplished from year to year. Mr. Culver reported that the pipe lining efforts had not been hit as hard by inflation or by competitive bidding in the contracting field, since it was more of a specialty area versus general street construction bids. However, Mr. Culver admitted that it defined how much work could be done each year, and while an annual look at the CIP was performed and revised accordingly, there may be a better way for that analysis to inform the annual projections and amount available for CIP and operations, especially in addressing systems that may fail sooner than anticipated, and impacting depreciation projections.

From his personal perspective, Chair Stenlund opined that overall percentages remained basically at or less than inflation, providing very competitive number with the City still able to deliver services in spite of a very aged infrastructure system with approximately 67 miles of clay pipes remaining.

<u>Recycling Operations</u>

Despite being able to reduce recycling rates in the last budget cycle, Mr. Miller reported for 2016 there would be a reality check as revenue sharing projections were falling very much lower than anticipated due to a reduction in resale values. Mr. Miller clarified that the City of Roseville's volume remained strong, one of the highest in the metropolitan area, but resale value and demand was not comparable to past years and not materializing as projected. Therefore, Mr. Miller advised that staff was proposing a rate increase for 2016.

At the request of Member Wozniak, Mr. Culver explained the increase in SCORE grant funding from 2015 to 2016 based on a series of factors and how and what the City of Roseville qualified for based on their annual application. Mr. Culver advised that, since the City Council just approved the grant application at their meeting last night, staff would bring more information to them once Ramsey County approves the grant application.

Mr. Miller explained that one reason for the increase was that the 2015 budget understated the amount of grant funds received by the City of Roseville, clarifying that it was closer to $75,000 to $80,000 with those numbers adjusted to reality as well.

As part of this discussion, Mr. Culver reminded the PWETC of the contract with Eureka Recycling expiring on December 31, 2016, and work early in 2016 on the Requests for Proposal (RFP's) for 2017 and beyond. Given this decrease in revenue sharing monies, Mr. Culver noted that it should be anticipated that this fee may change substantially going forward. Also, Mr. Culver noted that the City of Roseville received a very favorable rate from Eureka Recycling, since Roseville serves as their "gold standard" among other jurisdictions and agencies based on the unique aspects (e.g. residual rates indicate 2-3% trash coming out of recycled materials) compared to other communities and providing additional value to Eureka Recycling operations.

Chair Stenlund asked staff how they adjusted numbers to reflect resale market and exporting impacts.

Mr. Miller responded that he didn't and when forecasting revenue sharing, they based it on trending over the last 12 months or 3 quarters as the assumption moving forward and adjusting rates accordingly. Due to those potential fluctuations, Mr. Miller reported that this fund retained a sufficient cash reserve level to serve as a buoy.

For general information purposes, the remainder of Mr. Miller's report provided comparison rates from 2015 to those projected for 2016 for various types of housing units and/or meter sizes in the community and by utility as applicable. At the request of Member Seigler, Mr. Miller clarified that the City of Roseville did not profit from the Metropolitan Council's trunk sewer system running through Roseville as it went into the Pig's Eye Plant as St. Paul's main plant, without any cash benefit to the City of Roseville or its residents.

Member Wozniak asked if any thought had been given to the water rate structure encouraging conservation and discouraging waste.

Mr. Miller reported that there was nothing outside water rates themselves to incentivize behavior, which would be shown in the next section of his report's data analysis. Mr. Miller opined that the ability to change consumer behavior had nuances to it, and he wasn't sure anything could be accomplished through changes in the rate structure. Mr. Miller noted that similar discussions had been held with the City Council over the last several years, and while the current system may not be the best, obtaining any dramatic change may be equally difficult. Compared to a lot of other metropolitan suburbs, Mr. Miller reported that for the majority of Roseville residents, their water rates are on the conservative side.

For newer members of the PWETC, Chair Stenlund reported that the Commission had explored multi-tiered rates and tried them in the past, but based on the community's demographics, the concept never got too far. Chair Stenlund stated he was willing to revisit it, but historically tier rates didn't impact water consumption to any significant degree.

Mr. Miller noted on page 6 of his staff report, he had included a graph showing citywide water usage by gallon from 2007 through 2014, with that aggregate data indicating a reduction in citywide consumption over those last eight years with an overall reduction of 21% since 2007. Mr. Miller further reviewed aggregate water usage in single-family homes during wintertime (November through March) as well as summertime (April through September) with virtually no change seen over those last eight periods, or seven years. Mr. Miller opined that on the surface this suggested to him that rates didn't influence customer usage habits or consumption. Mr. Miller suggested this may prompt a philosophical or policy discussion as to whether customers are being penalized enough for higher consumption or if they've established a standard consumption for their home no matter the rate, based on the rate fluctuations over that same period. Even when the water rates were lowered by 20% in 2008-2009, Mr. Miller reported that the City had actually seen the reverse happen with more consumption when rates increased. Mr. Miller questioned if that indicated there was not enough incentive offered to conserve water or homeowners were simply not willing to move beyond their established household standards of consumption.

Reviewing summertime consumption during that same period, and also factoring in annual rainfall, Mr. Miller noted that aggregate behavior did change when there was more rainfall. While it didn't matter for some homeowners in the amount they ran their sprinkler or irrigation system compared to the amount of rainfall received, Mr. Miller noted in the aggregate it did fluctuate indicating some were making a conscious decision to adjust their sprinkling habits accordingly. However, while indicating more fluctuation in ranges, Mr. Miller questioned if it was statistically significant even though to him it seemed to indicate consumers were adjusting their behavior and consumption accordingly. However, Mr. Miller questioned again if this was due to not enough incentive to conserve or lack of interest in changing established behavior for consumption habits.

Specific to water conservation, Mr. Miller noted higher tiers could be created for those deemed higher consumption customers, but noted there were few people fitting into that higher water category. Historically, Mr. Miller reported that most single-family homes in Roseville used 15,000 to 16,000 gallons of water per quarter or less than that. Based on that historical data, Mr. Miller noted that compared to other inner-ring suburb homes, Roseville's consumption was very low; and further noted that the majority of Roseville homes didn't have a built in lawn sprinkler system. While unsure how to make a determination, based on his analysis, Mr. Miller questioned if water rates were even doubled whether it would incent people to use less water.

Mr. Miller suggested the most effective step may be to increase education and outreach by providing information to residents on benefits of low volume water devises, and awareness of how little water it actually takes for an established lawn to proactively incent water conservation.

Chair Stenlund suggested the number of snowbirds from one winter to the next may skew data; but Mr. Miller responded that may be, but historically from one year to the next, his analysis had shown little change in the number of snowbirds each year.

Member Seigler noted with a tiered rate structure it may actually erroneously punish households with a lot of kids or even a few kids.

Mr. Miller reported that this had been found out in trying the tier system several years ago and difficulty in defining tiers to reward those making an effort to conserve without penalizing larger families. Since there was some point needed to cut off that consumption, Mr. miller advised that it inadvertently hit families with more people living in the household, and while he'd attempted to think it through this continued to be the roadblock in a tiered or conservation-based system, resulting in leaving the cutoff at 30,000. Mr. Miller noted that attempts had also been made with higher rates during the summer, assuming higher usage would hit the mark, with year-round and summer incentives tried over the last years, none of which resulted in any dramatic consumption either.

Member Wozniak referenced the Xcel Energy letters to customers comparing their energy consumption with their neighbors, and asked if something similar would be an effective tool or get people thinking about their water usage. Member Wozniak suggested a pilot project to begin with rather than attempting to cover the whole city.

Mr. Miller noted that idea, opining it was worth a conversation, and offered his support for any education or awareness campaign that proved effective.

With Chair Stenlund noting the different billing cycles throughout the City, Mr. Miller clarified that there are three sections or quadrants receiving quarterly billing, but advised typical customers could still be alerted, even though it was a moving target. Mr. Miller stated he noted such a pilot program to pursue with the City Council as an idea from the PWETC.

Referencing additional graphs showing fee comparisons among peer communities in first-ring suburbs serving a population between 18,000 and 50,000 with stand-alone water systems and not simply an extension of a larger entity's system, Mr. Miller provided an annual review. However, Mr. Miller offered a huge caveat by noting such comparisons were difficult on an "apples to apples" basis, depending on different preferences, funding for services and programs, and service levels. Mr. Miller reported that part of this comparison included the age of each community's infrastructure and maintenance/repair and replacement cycle. As an example, Mr. Miller noted the City of Woodbury would not be a good comparison with the City of Roseville based on the difference in age of the infrastructure, with the majority of the City of Woodbury's infrastructure only 20 years old.

Mr. Miller reported that the City of Roseville's rates were obviously higher compared to some peer communities – and intentionally so – during this CIP funding mode. Mr. Miller noted that other influences also came into play among communities in the peer group, including assessment philosophies as well. Mr. Miller noted that the City of Roseville does not currently assess customers for water/sewer infrastructure, with customers in Roseville paying for those costs through rates versus assessments, which was not the case in all communities depending on their assessment policies. Mr. Miller noted that the City of Roseville provided pre-softened water as purchased from the City of St. Paul that customers didn't have as an added expense. While some of those variables may seem small, Mr. Miller noted that they did impact rates. During this infrastructure sustainability program for the CIP, Mr. Miller admitted Roseville water rates were high, a fact that had not been hidden from its customers.

However, in reviewing sanitary sewer comparisons, Mr. Miller noted that the City of Roseville trended lower than many peer communities; which again could be due to different funding philosophies as well as personnel costs.

By combining water and sewer fees for comparison, Mr. Miller noted that the City of Roseville was again at the top of the peer group, which he didn't find surprising. However, to put that in more context, Mr. Miller advised that the current City Council's philosophy was to capture direct costs for services, as well as indirect costs incorporated to get a true utility cost, which many other cities didn't do.

At the request of Member Wozniak, Mr. Miller clarified "indirect costs" as including administrative overhead, such as his service to customers not considered direct but indirect. With all of his time paid for by the General Fund, Mr. Miller advised that each utility fund was indirectly charged for some of his time – and other employees as applicable – for the time spent and those costs captured. Mr. Miller noted other examples of indirect costs included a proportional cost of worker's compensation and other insurance. Mr. Miller noted this was part of the different philosophies at play among communities and how Roseville chose to allocate administration of various funds, services and programs.

In his final comparison chart with peer communities, Mr. Miller provided the total impact of property taxes and utility rates for a typical single-family home over a broader spectrum of needs and funding philosophies. With that comparison, Mr. Miller noted that Roseville had one of the lowest financial impacts for residents of the comparison group, approximately 13% below the peer average. As a caveat, Mr. Miller again noted the other factors and local preferences defining property taxes and utility rates.

At the request of Member Wozniak as to how to explain that comparison, Mr. Miller responded that it involved a number of things. First and foremost, Mr. Miller opined the City should be proud of its tax base that the community had worked hard to achieve, which helped with property taxes, with many communities with a larger tax base having the ability to shoulder their tax burden and stave off any impact for residents. Mr. Miller noted that funding philosophy again makes a difference, and clarified that his comparisons were showing residential not commercial rates; with many communities choosing to shove costs onto commercial customers to make rate structures look better. However, Mr. Miller noted it was obvious from these charts those different funding philosophies, and Roseville choosing to be more upfront about it, even though commercial/retail customers of Roseville's water and sewer utilities still pay double residential customers.

With Member Lenz referencing the comparisons rates for Edina, Mr. Miller responded that they probably had less balance in residential and commercial customers, and shifted more to the commercial side than the City of Roseville did. However, Mr. Miller noted that the City of Edina's tax base was also bigger and stronger than that of Roseville even though per capita Roseville was pretty good, Edina had more residential and commercial/retail customers by comparison. To their credit, Mr. Miller recognized that the City of Edina had a strong reputation as a pretty well-run city.

Member Seigler asked if the City Council had ever said no to a rate increase recommended by staff.

Mr. Miller responded that in certain areas they certainly had, perhaps not a definitive "no" to any increase but had chosen relief to various utility funds. Mr. Miller advised that staff's goal was to work in concert with the City Council, and clarified that everyone, whether Councilmembers, advisory commissioners, residents or retail/commercial business owners were very well aware at this point of the long-term CIP needs in Roseville. Mr. Miller noted it was staff's role to provide them with sufficient details, and generally the City Council and staff were on the same page based on ongoing analyses and without many surprises. Mr. Miller opined Councilmembers and taxpayers were very well informed in Roseville of utility operations.

Member Wozniak asked Mr. Miller to talk about customer inquiries it typically fielded about rates, complaints or questions, residential or commercial, and whether most residents appeared to be happy with this current rate structure.

Mr. Miller responded that staff heard little from retail/commercial customers beyond asking for rate projections for the next year as they work on their budgets.

With residential customers, Mr. Miller reported that they typically paid a lot of attention to their utility bills and noticed any rate differences despite advanced education. Mr. Miller advised that it was typical for staff to be flooded with phone calls at the beginning of their billing year, and staff walked them through, with the result that sometimes they felt that rationale was reasonable and other times not. Mr. Miller admitted that staff often dealt with a lot of difficult customers, but opined it came with the job, and staff tried to stay patient. Sometimes, Mr. Miller reported, it was necessary for tempers to cool and a follow-up phone call was made by staff to a customer for further review. Mr. Miller stated that most residents noticed any fluctuation in their utility bill, projecting them even noticing the proposed 2016 rate of only 80 cents/month at 1.5%, while some typically don't. Mr. Miller noted it was no secret that there were a fair number of retirees in Roseville, and they followed their utility bills very closely.

Member Lenz referenced the senior discount for water utilities, and questioned whether or not that program had been discontinued (page 5 of Miller memorandum).

Mr. Miller apologized for not changing that term, and thanked Member Lenz for catching that for his updating before moving on to the City Council. Mr. Miller clarified that the discount was now "financially based" versus the old criteria for an age-based discount, with the need for certain income thresholds to be met before qualifying for a discount.

At the request of Member Lenz, Mr. Miller advised that each year the City's outreach included the city newsletter article, and continuous website information.

At the request of Member Seigler, Mr. Miller reported that as with any discount program, it was funded by those not receiving any discount; and was a city program, not affiliated with the county or state.

At the request of Member Wozniak, Mr. Miller reported that with the change in eligibility and financial criteria requirements made in January of 2015, there were now only about 20-25 households signed up. Mr. Miller opined that more were eligible, but after consulting with staff, they declined to participate, whether because they didn't want to go through applying or didn't want to share their financial situation.

Member Seigler opined they may feel an approximate discount of $87/year was not worth their time.

At the request of Member Lenz, Mr. Miller advised that he had tracked the number of seniors contacting staff when the senior discount program was taken away, estimating 100 contacts. Mr. Miller reported about half that number asked why it had been removed, and after explaining the new criteria and rationale, they understood. However, Mr. Miller reported that the other half were of a different mindset, and with most stating they had been receiving it for a number of years, their rationale was based on a sense of entitlement and nothing much beyond that.

With no more questions of the PWETC, Chair Stenlund thanked Mr. Miller for his informative presentation and responses.

6. Water Service Presentation and Discussion

Noting that the PWETC at this meeting was still missing two of its members, Mr. Culver questioned how much detail and discussion those members present wanted to do to avoid repeating it at a future meeting.

Mr. Culver further reported that he had briefly mentioned the warranty program with the PWETC expressing some interest in having a representative from the firm come to a future meeting to provide more details and respond to questions of the PWETC. Since that representative would be coming from Philadelphia, Mr. Culver sought to confirm the interest of the PWETC in such a presentation for next month, noting that this also affected the next discussion about meeting schedules during the holiday months, advising that the next PWETC meeting was scheduled the Tuesday of Thanksgiving week.

Mr. Culver sought the preference of the PWETC for a presentation tonight or next month, or simply a brief review of the water system tonight for background information and delay detailed conversations until next month.

By consensus, Chair Stenlund asked Mr. Culver to review the general water distribution service for the city for background information purposes, with further detail of both the water and sewer systems then at next month's meeting where hopefully all PWETC members will be available.

However, Chair Stenlund moved to Agenda Item 7 first to establish next month's PWETC agenda and confirmation for meetings in November and December at the discretion of the body.

7. Review November Agenda

- **2016 Work Plan**
- **Joint Sanitary Sewer and Water Distribution System Discussion Continuation**
- **Skating Center Solar Project Update and Agreement Review**
  Mr. Culver advised that staff continued to wait for the third party contractor to finalize financial information for tax credits, which was taking longer than the contractor or staff anticipated. However, with the project not slated until April of 2016, Mr. Culver reported that the delay should not be a problem, anticipating the PWETC could easily address at their January meeting, and still allow sufficient time to meet that proposed installation timetable.
- **Bus Rapid Transit Update**
  Chair Stenlund noted his interest in receiving comparison uses between regular and BRT bus routes.

  Mr. Culver suggested that comparison may not be available in any meaningful or detailed way until the end of 2016 or early 2017. Mr. Culver noted that the PWETC may have observed that there wasn't a lot of activity occurring at BRT station sites in Roseville; and based on his most recent conversation with Metro Transit's construction manager, Mr. Culver reported that the projects continued to run behind schedule. Given the approaching winter season, Mr. Culver advised that he anticipated work being suspended until next spring.

Member Seigler moved, Member Lenz seconded, a motion to CANCEL the December PWETC meeting due to the holiday.

Ayes: 4
Nays: 1 (Heimerl)
Motion carried.

6. Water Service Presentation and Discussion (continued)

Mr. Culver presented information on the City's water distribution system, initially prompted by the City Council's charge for the PWETC to review current ownership and maintenance policies of the City of Roseville, and their recommendation related to that ownership between the public system and private service connections to that public system, based on current City Code.

Mr. Culver highlighted different elements of a typical water distribution system via a graphic showing a typical layout, and reviewed current ownership delineations based on location of the curb stop or valve allowing the City to turn off water to a private building and related ownership of that private service line up to and including the curb stop. Mr. Culver noted the system is the same for a home or business.

At this time in Roseville, Mr. Culver reported that the property owner is responsible for maintenance and ownership form the main up to the home, including the curb stop.

From a broader perspective, Mr. Culver reviewed the source of Roseville water via the City of St. Paul and large storage tank adjacent to Reservoir Woods from which the City got its water, traversing into Roseville's booster or pumping station charging it into the system for discharge into the City. Mr. Culver displayed a photo inside the booster station, showing 5 pumps, with only one typically used at a time, even though during key usage, 2 pumps may operate, with the remaining pumps built in for capacity and back-up in case of pump failure. As part of the City's 20-year CIP, Mr. Culver reported that staff was currently studying the current number of pumps and back-ups to determine if some or any could or should be taken off line in the future.

Mr. Culver reported on the 1.5 million gallon water tower used for storage as a back-up if something happened with the St. Paul connection requiring needed pressure from this elevated tank or in case power was lost to the pumps allowing the City to still distribute water.

At the request of Member Seigler, Mr. Culver reported there was a blade inside the water tower tank that rotated continuously to keep water moving and not freezing inside the tank, even though that was infrequent due to the size of the tank. Mr. Culver noted there had been some experience in the past with extended cold periods with service freeze and chunks of ice damaging tanks in some communities, and therefore, the blades had been added in the Roseville tank to circulate that water. While some of the water moves into the system, Mr. Freihammer reported that while connected to the system, recharge time varied but continuously circulated and was replaced accordingly.

Mr. Culver provided a photo from inside the water tower made available last year when the tank was drained and repainted. Mr. Culver noted there were many cellular antennae on the outside of the tank generating additional revenue for the City.

Mr. Culver provided a graphic in more detail of a typical curb stop, and curb stop key for every service connection, some of which may be buried due to time and ground cover unless located in a paved surface.

Mr. Culver further reviewed the old external meter reading by walking up to each home or business. Mr. Culver reported on this separate outside meter and the separate meter inside the home actually measuring water on its own. With two different meters, Mr. Culver admitted that it had created some problems in performing meter swap outs, if and when the wire connection between the outside and inside meters had been intermittent or failed, creating a discrepancy between those readings. Mr. Culver noted that the inside meter was always reading and when performing final readings on interior mechanical meters during the swap out, he noted some differed from the external meter, creating the situation heard around and some horror stories when the next utility bill reflected that additional usage not recorded by the outside meter. Mr. Culver noted sometimes those differences were significant, but represented actual water used, and the property owner was ultimately responsible for that usage. Mr. Culver reported that the City had policies in place to address those situations and payment methods for significant discrepancies on a case by case basis.

Mr. Culver noted the new meters currently being installed, automated meter readers (AMR's) consisted of a radio transmission from the meter connected to the main and provided a much more accurate record versus the previous two different meters potentially generating a different reading, and creating an advantage with these new meters and how they're read. Mr. Culver reported that this should reduce personnel costs without the need to visit every residence for each reading, as well as being of benefit to the city and homeowners in tracking usage on a daily basis for early awareness of any leaks or high usage over a 24-hour period and notice provided to homeowners by the City reporting that high reading.

For those meters unable to be mounted with the standard 20-30' wire or not providing a good signal for fixed radio receiving units needed for the AMR, Mr. Culver reported that they could be mounted on the exterior of a home for better readings. At the request of Member Seigler, Mr. Culver reported that the AMR's are powered by a battery, but with transmissions not high-powered and only transmitting 1-2 times/day, those batteries had a 20-30 year life span.

Mr. Culver moved on to address water service problems in general, including:

- Typical issues are leaking services;
- Curb stop malfunctions
- Average repair costs run at approximately $3,000 depending on where a leak is located;

- Frozen services generally are rare, with there being about 100 known high risk homes that are alerted annually about this potential. However, in 2014 the city experienced 165 frozen services; a problem found state-wide due to low temperatures for an extended period of time compounded by minimal snow cover.

  Mr. Culver noted that the typical frost line is at a depth of 3' – 4', and with the depth of a typical water line at 7' – 7.5', there should be no freezing problems.

City infrastructure water service problems:

- On average since 1999 the city experiences 29 water main breaks/year
- However, in 2014 the city experienced 49 water main breaks

Mr. Culver provided some photos of cracked water mains; reviewed how they were repaired; and results when fixed.

As part of their initial research on service ownership, Mr. Culver reported that staff did a survey of colleagues in other cities and ownership between public and private lines. Of the 42 responses, Mr. Culver reported that only 4 reported anything different than public ownership and maintenance of the sanitary sewer service to the main while some had distinctions on ownership of the wyes with some covered by the city up to the right-of-way line. With the water main line, Mr. Culver reported that came out about 50/50 with some covering ownership and maintenance up to the curb stop and others consisting of private ownership all the way to the main.

Mr. Culver advised he would bring some actual physical examples of various components and connections for next month's discussion.

As noted during the sanitary sewer presentation to the PWETC, Mr. Culver noted the National League of Cities service line warranty program for both water and sewer service lines previously alluded to, that included frozen lines, and upon further examination may be an option for homeowners.

For next month's presentation, Chair Stenlund asked staff to include climate resilience information and if climate change is changing (e.g. insurance rates); how water service interruption could be avoided during a climate crisis; service life for copper mains in Roseville's typical clay soil versus sandy soils that may inform homeowners on a line's life expectancy and/or depth; and ground water pumping and if and when still used beyond for cooling purposes or dumped without any other benefits.

Mr. Culver clarified that in Roseville, the only groundwater pump used is for the fire station and skating center's geothermal system that was all recycled. Mr. Culver noted that the only water used by the City is surface water purchased from the City of St. Paul from their water supply (Mississippi River and chain of lakes feeding it).

As offered at a reduced energy price and discounted based on low energy demand times, Chair Stenlund asked staff for information on whether or not any benefits could be realized by the City for its electrical rates if they filled the water tower at night when electrical rates would be lower. Chair Stenlund also asked staff to address the cost of periodic water tower painting and maintenance and whether the radio and cell antennae helped to defray those costs.

Chair Stenlund noted another issue was an interpretation of ownership of the curb box, and if he owned it could he prevent the City from shutting it off.

Mr. Culver advised that City Code addressed that issue, and the primary reason those twenty-four cities he previously mentioned from staff's survey owned the line up to the curb stop was to ensure that clear distinction for the City's control point. Specific to Roseville City Code, Mr. Culver reported that the City also owns the water meter located in private homes, and can request access to service the meter.

Specific to hydrant flushing, Chair Stenlund asked staff to report at the next meeting on the typical number of gallons expelled in the spring and fall for each and the overall number of hydrants, and if and how that consumption is rolled into water costs and rate structures.

For firefighting, Member Wozniak asked who paid for water used during firefighting efforts, whether that cost is assigned to the location of the fire or if the entire city paid for it.

Mr. Culver responded that water used for firefighting isn't metered, but wrapped into operating costs as an overall loss.

As another follow-up for next month, Member Wozniak asked staff to report on how many residents have opted out of an AMR – radio meter reading.

To that point, Mr. Culver responded that staff is currently developing a policy or program allowing people who feel strongly about opting out having a radio within their home to have a non-radio enabled meter. However, Mr. Culver clarified that this policy had not yet been implemented as it remained in final steps for internal review. As part of that, Mr. Culver noted that the meter inside the home would still be replaced, and an additional fee would be applied to those utility bills to cover the cost and monitoring of their individual submission of a quarterly meter reading and city staff's manual input of that data into its automated system. Mr. Culver noted this would also require city staff to periodically read the inside meter themselves to ensure accurate readings were being submitted to avoid future differential issues. In general, Mr. Culver advised that there would be additional associated fees for those choosing that opt out option.

At the request of Member Wozniak, Mr. Culver advised that, since the application/registration process is yet to be finalized no one had been signed up to opt out as of yet, with an initial interest expressed by approximately 10-12 residents.

7. Adjourn

Member Seigler moved, Member Wozniak seconded, adjournment of the meeting at approximately 8:44 p.m.

Ayes: 5
Nays: 0
Motion carried.

Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: November 24, 2015 **Item No:** 4

Item Description: Communication Items

Project updates:

- Victoria Street Reconstruction and Sidewalk Project
  - All work is completed. Final project acceptance will be done in the spring of 2016 upon turf establishment.
- Pavement Management Project
  - All pavement and pavement markings have been installed.
  - Only remaining work is some small turf restoration.
  - Project will be finalized in spring of 2016 when turf is properly established.
- Lift Station Replacements
  - The Wagner sanitary lift station replacement project is scheduled to be finished by November 25.
  - The St. Croix storm water lift station is progressing. The perimeter fence will be installed the week of November 23. The new transformer box will be installed by Xcel Energy in early December.
- 2015 Drainage Improvements
  - Various Drainage improvements throughout the city.
    - Work on County C2 and the backyard at 2195 Marion is completed.
    - Inlet improvements at Bennet Lake Inlet are complete with the exception of a new sluice gate which will be installed next spring.
    - Storm water improvement at Corpus Christi Church began November 12.
      - Project consists of installation of three filtration basins.
      - Major work is scheduled to be completed by December 4.
      - Project is partially funded by Rice Creek Watershed District.
      - Work would be completed this year.
      - Final turf restoration will be done in the spring.
- Twin Lakes Parkway
  - Extension of Twin Lakes Parkway from Prior Ave to Fairview Ave.
  - Demolition of the Hagen building will begin shortly and needs to be completed by December 31. Major road work will begin in spring of 2016.
- 35W & Cleveland Interchange
  - Improved intersection improvements at 35W and Cleveland Avenue.
  - The project is completed for 2016. Major work will begin the Spring of 2016
- Capital Region – Upper Villa Reuse and Infiltration Project
  - Installation of an underground system on Upper Villa park behind the B-Dale Club.
    - Half of the underground system has been installed.

        - Underground work should be completed by the week of December 6.
    - Final restoration work will take place in the spring of 2016.
- Metro Transit A Line BRT Project: Construction has started on the stations along Snelling Ave at County Road B and Larpenteur (in Falcon Heights). The actual shelters likely won't be installed until next spring. Actual BRT service is expected to start in the spring of 2016.
- Water Meter Replacement Project:
        - Anticipate completion of the replacement project in January with a very small percentage remaining due to difficulties physically accessing the meter

Transit Shelter Franchise Update

The City of Roseville has a franchise agreement for the placement and maintenance of transit shelters throughout the City. This agreement allows the franchisee, currently OutFront Media, to place shelters in Roseville and sell advertisement on those shelters. The franchisee is required to maintain the shelters which includes snow removal and trash service.

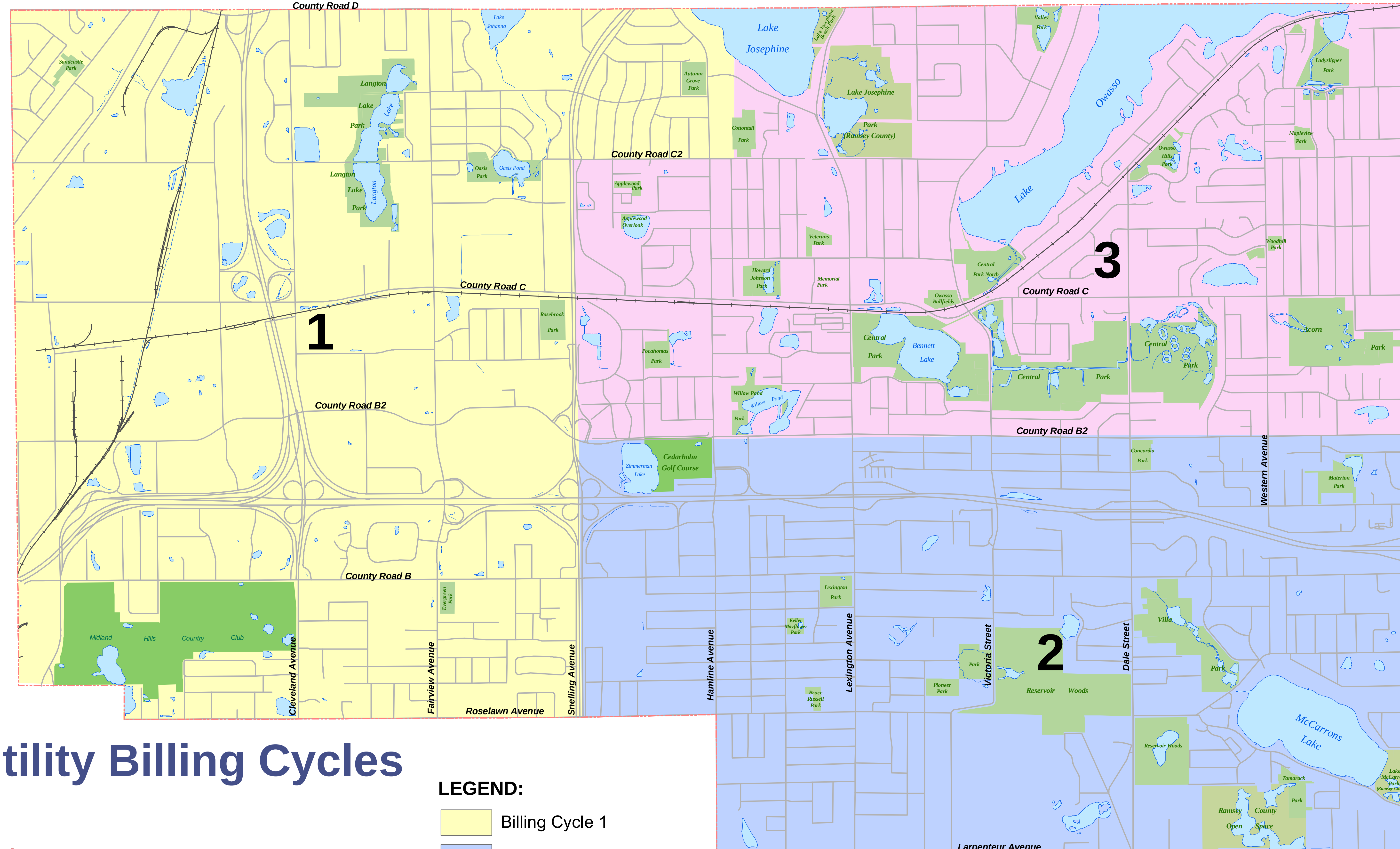
We have been recently informed that OutFront Media will not be extending this franchise agreement (it was set to expire in 2015). As a result, the City is being offered the opportunity to purchase the shelters at $1000 a piece ($20,000 total) or the franchisee will remove the shelters at their cost. This item will be brought to the City Council for a decision on the purchase option at their November 30th meeting. Attached is the information for the Council packet for that meeting.

Major Maintenance Activities:

- Completed patching behind concrete replacements
- Sign maintenance.
- Performed storm and sanitary inspections for 2016 PMP.
- Preparing for winter snow maintenance
- Storm sewer inlet maintenance
- Completed leaf pickup. 568 sites were picked up by city staff.
- The 2015 sewer cleaning program is continuing.
- Repaired broken water mains at Lexington and Rose Place., 2128 Fry St., 3086 Woodlyn and 1441 Burke
- Repaired a pump at the Fernwood lift station
- Collected 40 bacteriological samples
- Read water meters in Area 2.

Attachments:
Attachment A - Meter Replacement Map
Attachment B – 2015 Project Map
Attachment C – 2015 Utilities Map
Attachment D – Star Tribune Article on Upper Villa Stormwater Reuse System
Attachment E – City Council packet item regarding Transit Shelter Franchise termination

Attachment A



Utility Billing Cycles

LEGEND:

- Billing Cycle 1
- Billing Cycle 2
- Billing Cycle 3

Data Sources and Contacts:
* Ramsey County GIS Base Map (7/2/07)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

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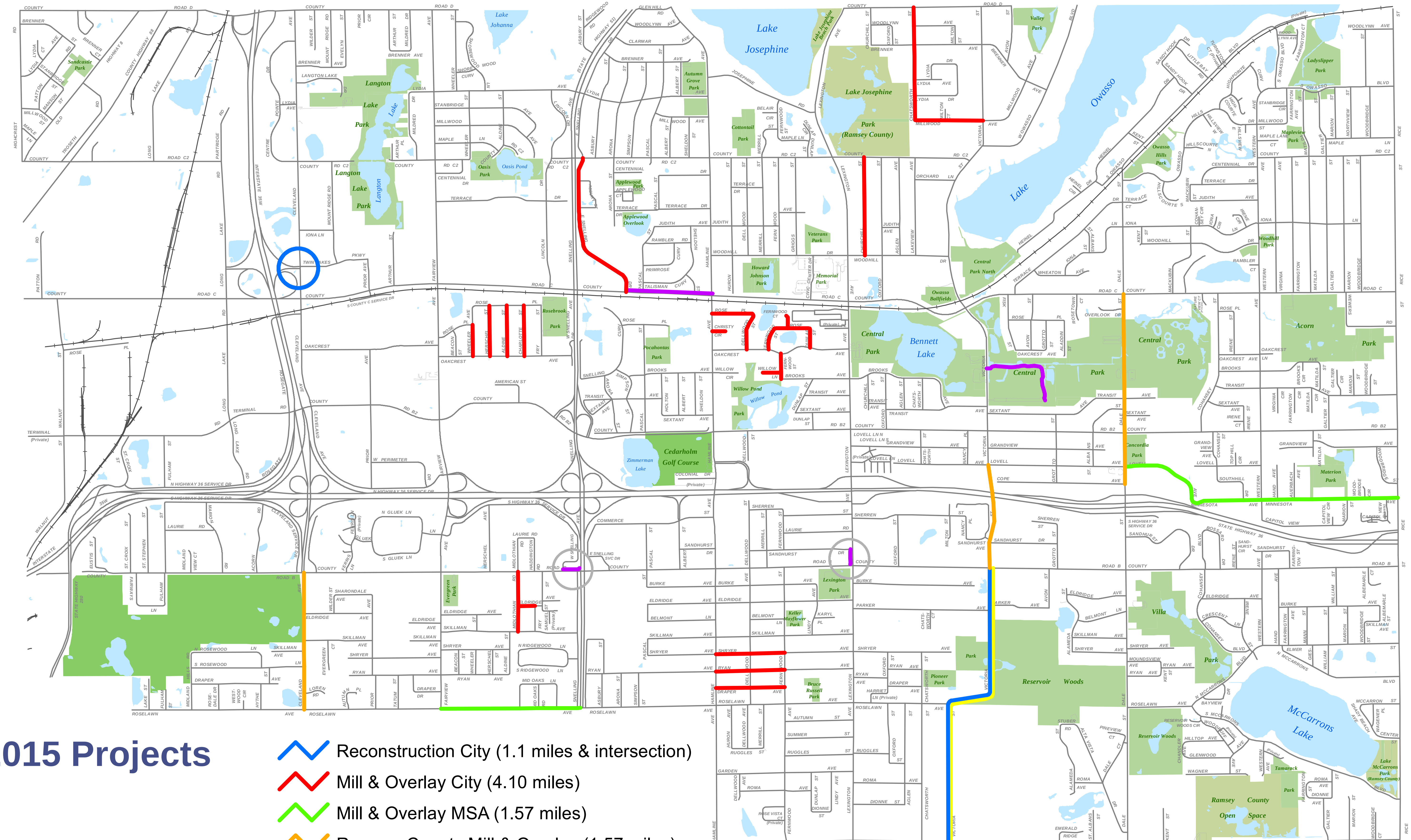
ROSEVILLE
Prepared by:
Engineering Department
July 24, 2007



2015 Projects

- Reconstruction City (1.1 miles & intersection)
- Mill & Overlay City (4.10 miles)
- Mill & Overlay MSA (1.57 miles)
- Ramsey County Mill & Overlay (1.57 miles)
- Sidewalk/Pathway Maintenance
- Pathway New Construction

ROSEVILLE

Prepared by:
Engineering Department
May 29, 2015

Data Sources and Contacts:
* Ramsey County GIS Base Map (5/01/15)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
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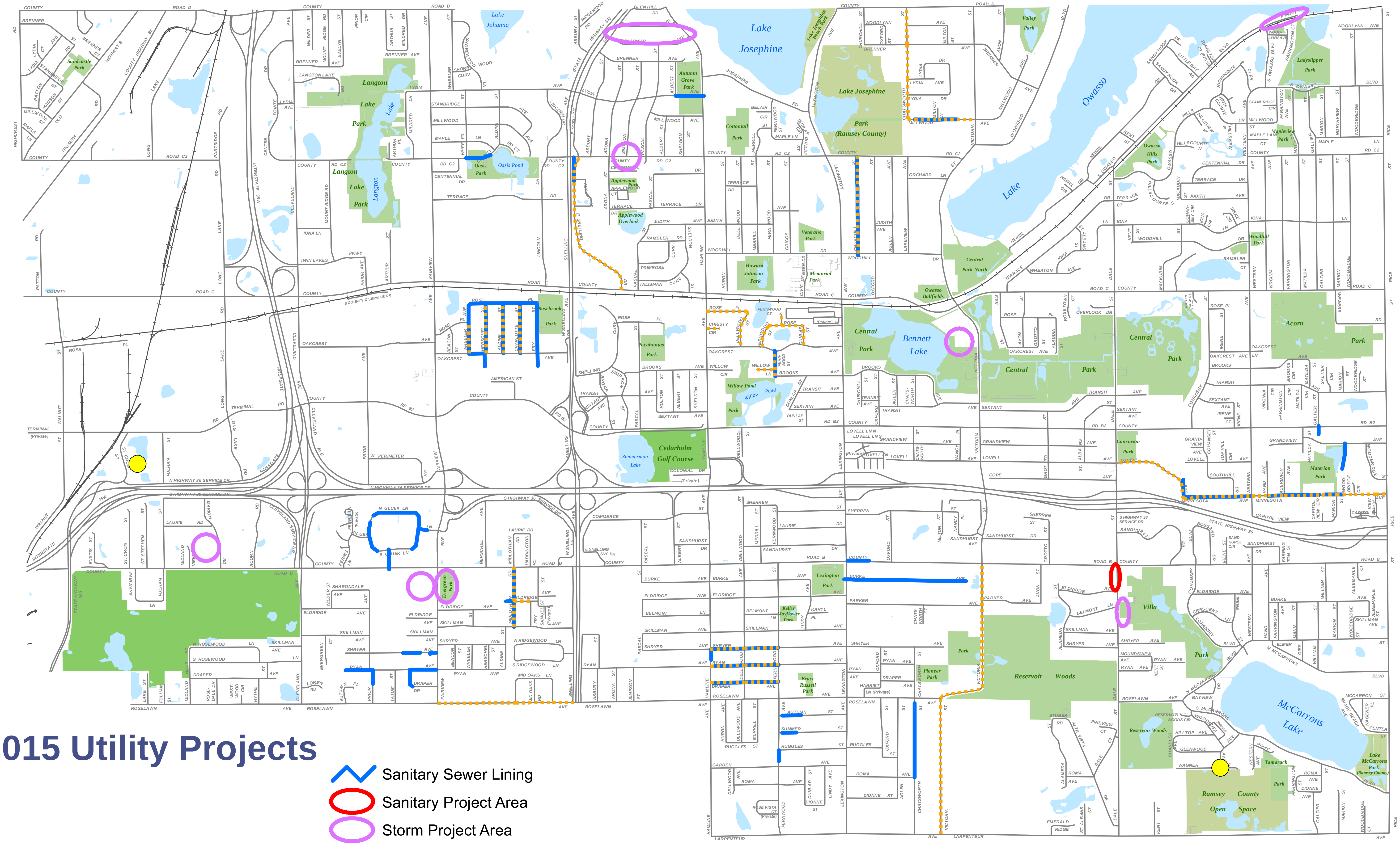
map: 2015Projects.pdf



2015 Utility Projects

- Sanitary Sewer Lining
- Sanitary Project Area
- Storm Project Area
- Lift Station Improvements
- Regular Maintenance Work (Mill & Overlay and Reconstruction Segments)

ROSEVILLE

Prepared by:
Engineering Department
May 27, 2015

Data Sources and Contacts:
* Ramsey County GIS Base Map (5/01/15)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

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map: 2015UtiilityProjectsNew.pdf

EAST METRO

Stormwater project will protect Roseville's Lake McCarrons

Systems in Roseville, elsewhere will capture stormwater for irrigation or treatment

By Shannon Prather (http://www.startribune.com/shannon-prather/188067161/) Star Tribune

NOVEMBER 13, 2015 — 9:38PM

Stormwater runoff has the potential to choke the life out of suburban lakes and streams.

Rainwater laced with lawn chemicals, moldy leaves, grass clippings and trash flows from driveways to storm drains to lakes, fueling algae growth that hurts other plants and wildlife.

A new Roseville city project soon will divert millions of gallons of that mucky water from flowing into Lake McCarrons each year. It will be captured, filtered and used to sprinkle the softball field at Upper Villa Park.

It's part of a new generation of projects across the Twin Cities designed to reuse or filter stormwater before it flows back into lakes and rivers.

• In St. Paul, rainwater from a Metro Transit Green Line station is stored and used to water the baseball diamond at CHS Field and to flush toilets at St. Paul Saints games.

• In Minneapolis, stormwater from the roof and parking lot of Edison High School will be used to water the football field.

• St. Anthony built an underground tank next to City Hall to collect runoff for irrigation use. Three fountains sit atop the tank, and the site is popular for wedding portraits.

• St. Anthony, the Mississippi Water Management Organization, Minneapolis, St. Anthony and Hennepin County are collaborating to construct a $1.6 million underground stormwater treatment and research facility. It will treat 169 million gallons of runoff annually, removing 39 tons of sediment.

• The Roseville system at Villa Park is expected to capture 10 million gallons of runoff a year and reduce potable water use by 1.3 million gallons annually.

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(http://stmedia.startribune.com/images/ows_1447470

Rainwater will be collected, filtered and used to water playing fields at Upper Villa Park in Roseville. Construction started this month.

Roseville's project is really a pre-emptive strike, said Forrest Kelley, regulator and construction project manager for the Capitol Region Watershed District, which is working with the city on the project.

"Lake McCarrons has good water quality, but in recent years we've seen a decrease," he said.

Construction on the $1 million water storage and infiltration system started this month. The tank will be buried beneath the playing field and parking lot.

"It will also help to reduce erosion in the area," said Lonnie Brokke, Roseville's director of parks and recreation. In previous years, runoff caused mudslides that closed trails and damaged parkland.

The project is being paid for in part with Minnesota Clean Water, Land and Legacy funds from the Minnesota Pollution Control Agency and Board of Water and Soil Resources. Roseville and the watershed district are also contributing.

Years of damage

Managing runoff is a critical issue for the urban watershed district, which includes St. Paul, Roseville, Maplewood, Falcon Heights and Lauderdale. When the suburbs were built in the 1950s and '60s, stormwater was directed to wetlands and lakes. In the 1980s, scientists and city planners started to realize some of the damage it was causing.

Polluted runoff is a leading cause of impairment to the nearly 40 percent of surveyed U.S. water bodies that do not meet water quality standards, according to the U.S. Environmental Protection Agency.

About 42 percent of the land in the Capitol Region watershed is now paved surfaces or rooftops that don't absorb water.

(http://stmedia.startribune.com/images/ows_1447470

Roseville Parks and Recreation Director Lonnie

"The large amount of runoff coming through the Villa Park wetland system acts like one big funnel. It shoots out into Lake McCarrons," Kelley said.

The area provides drainage for 250 acres of the city.

He said stormwater reuse projects are the wave of the future, but "one of the biggest challenges in all of our capital improvement projects is finding the land for construction."

Drains lead to the river

Scientists say such efforts protect the lakes as well as the 2,300 miles of the Mississippi River and beyond.

"It's important to realize when it goes down the stormwater drain, it's a direct pipe to the river. In most cases, there is no treatment. It carries a lot of pollution that can impact the river locally and downstream," said Stephanie Johnson, a manager and scientist with the Mississippi Water Management Organization.

"We have the benefit of being at the headwaters — this is a really clean river right here," she said. "Downstream there are a lot of problems. There is a huge dead zone in the Gulf of Mexico which the Mississippi River contributes to."

Brokke looked over the construction site at

Shannon.Prather@startribune.com 612-673-4804 stribshannon

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: November 30, 2015
Item No.:

Department Approval | City Manager Approval

Item Description: Transit Shelter Franchise Discussion

BACKGROUND

In April of 2005 the Roseville City Council adopted Ordinance No.1317 Granting a Non-Exclusive Transit Stop Shelter Franchise to Transtop Minnesota, Inc. subject to the terms, conditions and requirements of Chapter 1207 of the Roseville City Code (see Attachment A).

This franchise agreement together with Chapter 1207 of the City Code, provides for the right for the franchisee to erect and maintain transit shelters at several locations within the City of Roseville. The 20 locations were recommended by the Public Works, Environment, and Transportation Commission in 2005 and were approved by the City Council at the same time the franchise was granted. The agreement established a ten year term with two five year extension options.

Since that time, Transtop Minnesota, Inc., has been purchased by CBS Outdoors and then this division was spun off into a separate company, OutFront Media. The franchise agreement has remained valid through this transition and the responsible company has kept up with the required maintenance.

For the past ten years this arrangement has worked relatively well, and the City has received several thousand dollars per year in additional revenue as stipulated in the franchise agreement. There have been times where the City has had to notify the franchisee of required maintenance after receiving complaints from the public, but the response time was generally satisfactory. As the term of the franchise was nearing expiration, the City did not have reasons to deny an extension as provided in the franchise agreement.

Earlier this year, OutFront Media lost business in adjacent Cities for similar services and therefore began a discussion with the City about the possibility of not extending the agreement. The discussions seemed to be heading towards a “trial” extension whereby OutFront would attempt to perform the required maintenance with a smaller work force, but recently they have given formal notice that they will not be extending the franchise agreement and are therefore looking for a resolution to the transfer of ownership for the transit shelters.

OutFront has offered the shelters to us at a purchase price of $1000 per shelter. For the 20 shelters that would be $20,000. If we were to purchase the shelters out right the City would need to identify a funding mechanism to pay for the ongoing maintenance of the shelters, including snow removal, trash pick-up, general cleaning, and structure maintenance.

OutFront has had discussions with Metro Transit about selling the shelters to them in the event the City did not want to purchase them. Staff has followed up on this and learned that Metro Transit does not have any interest in purchasing the shelters.

Metro Transit has faced considerable criticism and scrutiny over the past few years about where transit shelters have been installed in the past. The criticism centers around the fact that many of the locations with shelters located in more affluent areas of the Metro had lower ridership than bus stops within low income areas without shelters. Metro Transit has since adopted more detailed guidance on where shelters will be installed (see Attachment C which was printed from the Metro Transit web site).

Given this, there is no guarantee that if the existing shelters are removed that we could expect to see Metro Transit installed shelters at these locations in the future. Additionally, even if Metro Transit were to someday install some shelters in the City, they currently do not provide snow removal or trash service at their shelter locations which would be a dramatic difference in the level of service currently experienced at our existing shelters.

Please also note the 20 shelters referenced above and shown on the attached map include two shelters at Snelling Ave and County Road B. Those shelters have been removed in anticipation of the new enhanced stations that are being installed for the A Line Bus Rapid Transit (BRT) service along Snelling Ave that will be in operation next year. Construction on those stations just recently started. If the franchise agreement had remained active, the City would have worked with the PWET Commission and the City Council to identify two new locations for those shelters. Currently the shelters are being stored in the Public Works Maintenance Yard.

DISCUSSION

Staff will present this information along with some more detailed information on this program and the possible outcomes at the Council meeting. We are seeking direction from the City Council on what to do with the shelters given that the franchise arrangement no longer seems sustainable. To review, staff is presenting two options to consider:

1. Allow the franchise agreement with OutFront Media to expire and, as per the terms of the agreement, require them to remove the shelters and restore the sites to the previous condition or a negotiated final condition (i.e. leave the concrete pads in place).
2. Purchase the shelters from OutFront Media and leave the shelters in place. In order to fund the maintenance of the shelters release a Request for Proposals to sell advertising on the shelters and collect revenue from those advertisement sales. The advertisement sales would also be used to offset the purchase price over time.

Staff has contacted a separate advertisement firm to discuss their interest in taking over the franchise agreement. This firm, Intersection, which recently won the contract to provide advertisements on Metro Transit vehicles and stations, indicated they would not be interested in assuming the same ownership and maintenance responsibilities but would be interested in selling the ad space and sharing the revenues. OutFront Media also indicated they would be interested in that service. Therefore staff anticipates we would receive at least two proposals if we were to issue an RFP.

FINANCIAL IMPLICATIONS

Based on the Council's direction to staff, the City may incur a cost of $20,000 to purchase the transit shelters. It is recommended that the Engineering Services fund be used to fund the purchase of the shelters if so desired. This fund receives revenue from right-of-way and erosion control permits as well as fees for engineering services provided to the City of Falcon Heights and funds the Right-of-Way Coordinator position and part of the Civil Engineer position in the Public Works Department. The fund would be repaid with future revenues from advertisement sales over a period of time.

STAFF RECOMMENDATION

Receive presentation and provide direction to staff.

REQUESTED COUNCIL ACTION

Provide direction to staff on whether or not to purchase the 20 transit shelters from OutFront Media.

Prepared by: Marc Culver, Public Works Director

Attachment A: City Code Chapter 1207
Attachment B: Transit Shelter Locations Map
Attachment C: Metro Transit Guidelines for Shelter Placement

CHAPTER 1207
NON EXCLUSIVE TRANSIT STOP SHELTER FRANCHISE

SECTION:

Purpose:

The City desires to implement a program (the “Transit Shelter Program”) pursuant to which illuminated transit shelters will be installed and maintained in compliance with this Franchise Ordinance at certain transit stop sites to be identified from time to time by the City, Transit Authority, and franchisees. The City desires to engage the services of franchisees with respect to the Transit Shelter Program upon the terms, covenants and conditions hereinafter set forth.

1207.01: STATUTORY AUTHORITY:

Acting pursuant to the authority granted to the City of Roseville by the Minnesota State Legislature pursuant to Minnesota Statutes, Section 160.27, Subdivision 2, the Council of the City of Roseville does hereby adopt a nonexclusive transit stop shelter franchise procedure subject to all the terms and conditions set forth in this franchise ordinance.

1207.02: RIGHTS AND PRIVILEGES OF FRANCHISEES:

Any franchise granted by the City under this Ordinance shall grant to the franchisee the right to install, repair, and maintain transit shelters with affixed advertising, at active transit stop sites within the City of Roseville, on any street, and county road and state highway right-of-way with proper permits, at the franchisee's sole cost and expense for the convenience and comfort of persons waiting for transit. The transit shelters and advertising displayed thereon shall be subject to the limits and conditions set forth in this franchise ordinance as may be amended from time to time by the City.

1207.03: SCOPE OF FRANCHISE:

Upon adoption of an ordinance granting a franchise to a particular franchisee and execution of the acceptance thereof by the franchisee, the franchisee shall be bound by all the terms and conditions contained herein. The franchisee shall also provide all services set forth in its application and by its acceptance of the franchise. In the event of a conflict between the application made by the franchisee and the provisions of this ordinance, that provision which provides the greatest benefit to the City in the opinion of the City Council shall prevail.

1207.04: TERM-RENEWAL:

The franchise shall remain in full force and effect for an initial period as specified by the grant of the franchise. The initial period shall not exceed ten (10) years; provided, however, that the City may revoke the franchisee's right to use or occupy any portion of any street, alley, right-of-way or other City property. The franchisee may be granted by the City the option to extend the franchise on such terms and conditions as may be mutually acceptable to the City and the franchisee, for up to two (2) additional terms. Each additional term shall be one-half the length of the initial term. The franchisee may exercise each extension option by providing written notice of such exercise to the City within sixty (60) days prior to the end of the then current term of the franchise. Notwithstanding the foregoing, the franchisee shall not have the right to exercise an extension option while an uncured default by it exists with respect to this ordinance.

1207.05: COMMENCEMENT OF TERM:

The franchise term shall commence with the effective date of the ordinance granting a specific franchise; provided, that the franchisee has filed within thirty (30) days after publication of this ordinance a written acceptance hereof with the City Manager in such form as the City Attorney may approve; and provided, that a bond or letter of credit as specified in Section 22 hereof and the evidence of comprehensive liability insurance, which are required by this ordinance, shall have been approved and have been filed with the City Manager within ninety (90) days after the grant of the franchise.

1207.06: AREA:

A franchise is granted for the area of the City of Roseville, as it exists and as its borders may from time to time be changed, as is specified in the franchisee's proposal and the ordinance granting the specific franchise.

1207.07: POLICE POWERS:

In accepting a franchise, the franchisee acknowledges that its rights hereunder are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power.

1207.08: OTHER FRANCHISES:

Transit stop shelters with advertising displayed thereon shall only be allowed to occupy or use a right-of-way of any street or highway within the City of Roseville with and under the terms of a franchise as granted to a particular franchisee. This shall apply to shelters constructed by Metro Transit only if the Council specifically determined to make this ordinance applicable to Metro Transit. The City may grant franchises to multiple persons during the term of this franchise, subject to the provisions of this ordinance regarding number and placements of such shelters, and locations as identified in the ordinance granting the franchise. (Ord. 1318, 04-11-2005)

1207.09: NOTICES:

All notices from the franchisee to the City as required by this franchise ordinance shall be to the Director of the Department of Public Works unless otherwise stated herein. The franchisee shall maintain throughout the term of the franchise a local office and address for service of notices by mail. The franchisee shall also maintain with the City a local office and telephone number for the conduct of matters related to this franchise open during normal business hours. The franchisee will provide an emergency phone number for response after normal business hours. (Ord. 1318, 04-11-2005)

1207.10: BASIC SERVICE, INSTALLATION SCHEDULE & DESIGN:

Franchisees shall furnish, install, repair and maintain safe, clean and attractive illuminated transit shelters with revenue generating advertisements. In connection therewith, franchisees shall provide all materials, supplies, equipment, services and personnel at their sole cost and expense without any cost or expense to the City. All transit shelters shall: (i) be installed within one hundred eighty (180) days of the City's issuance of the applicable permits and licenses, (ii) contain inside lighting to illuminate the inner area of each shelter from dusk to dawn; and (iii) be equipped with a minimum of one bench and one trash receptacle to be emptied on a regular basis by the franchisee. The design of the transit shelters and site plan with improvements therein shall be submitted to and approved by the Public Works Director. The maximum size of a shelter shall be ten (10) feet in height, fourteen (14) feet in length, and five (5) feet in width erected upon a concrete pad of a size approved by the Public Works Director. The length of a shelter shall be determined by the Public Works Director and shall be dependent upon the number of buses or vehicles and users that frequent the bus stop. The franchisee shall meet all local, state and federal requirements applicable to bus shelters, their placement, and their use for public transit services. (Ord. 1318, 04-11-2005)

1207.11: MAINTENANCE:

Franchisees shall maintain all shelters to the reasonable satisfaction of the Director of Public Works as set out below. The transit shelters shall be maintained a minimum of once a week or more frequently and on an as needed basis based on specific site needs at the discretion of the Director of Public Works with such maintenance to include sweeping, cleaning, emptying trash receptacles, picking-up litter/debris about the shelter, removing graffiti/stickers, removal of ice and snow from sidewalks constructed by the Franchisee leading to public sidewalks in a manner such that each shelter shall be fully accessible within 12 hours of a snow fall or other weather event. Franchisees shall power-wash the shelters and sidewalks at least once each month, weather permitting.

Franchisees shall inspect each shelter a minimum of once a week, or more frequently and on an as needed basis, based on specific site needs for any damaged or broken parts or burned-out lighting fixtures and franchisees shall repair or replace damaged or broken parts and burned-out lighting fixtures within forty-eight (48) hours after they become aware of the damage, breakage, or burn-out, or at the time of weekly maintenance, whichever is sooner. (Ord. 1318, 04-11-2005)

1207.12: ADVERTISING:

Each transit shelter installed by franchisees shall contain panels for advertising displays as specified in the franchisee's proposal and ordinance granting the particular franchise. Such displays shall be used solely for advertising materials and/or public service announcements. Franchisees shall use their best reasonable efforts to obtain revenue-generating advertisements for the advertising display panels, except where unsold advertising panels shall be available for City use on a space-available basis, and the City will provide the posters to the Franchisee for posting in the shelters.

Advertising size and placement shall be as follows: The shelter signage may be up to two (2) four (4) feet by six (6) feet advertising panels in a 2-sided display affixed to the end wall of the shelter (or parallel to the road on a narrow right of way application) and perpendicular to the roadway curb or edge viewable from one or both ends of the shelter. Signage on shelters shall require permits as required by Chapter 703.05 of this code. (Ord.1349, 5-21-2007)

Except with respect to the quarterly fee payable to the City pursuant to Section 15 hereof, franchisees shall have the right to retain all revenues generated from the advertising displays on all transit shelters. Under no circumstances shall any advertising display contain indecent or vulgar pictures, graphics or language or include advertising for any alcohol or tobacco products. Franchisees shall not display advertising relating to contraception, pornography, politics or religion. Franchisees shall remove within forty-eight (48) hours after their receipt of the City's written notification requesting such removal, any advertisements which the City in its reasonable discretion deems to be offensive to the Community, or in conflict with the City's health, safety and welfare concerns. In the event that a franchisee fails to remove such advertisements within such forty-eight (48) hour period, the City may remove the materials at the franchisee's sole cost and expense. (Ord. 1318, 04-11-2005)

1207.13: LOCATIONS:

Location of Transit Shelters: A franchisee shall erect transit shelters at those locations that are mutually agreed upon by the City and the franchisee, but only after a permit is approved by the Public Works Director. The Public Works Director shall determine the location of shelters based on need, and so as to assure that shelters do not unnecessarily impede pedestrian traffic, or line of sight and traffic safety. All transit shelters shall be erected on public rights-of-way, or private property with written authorization from the property owner(s), and shall be subject to all rules, regulations and ordinances governing the use of such rights-of-way. Prior to erecting any such shelters at any locations, the franchisee shall secure any necessary approval and/or zoning variance that may be required from any governmental entity. The Public Works and Transportation Commission will review site applications of the franchisee and hold a hearing for public input regarding proposed locations.

1207.14: ALTERATION OF SERVICES:

In the event that the City desires at any time to alter or change the nature or character of the services to be provided by the franchisee and such alteration or change materially increases the costs and expenses to be incurred by the franchisee or materially reduces the advertising revenues that can be generated by the franchisee, such alterations or changes shall not be effective until the City and the franchisee have mutually agreed to and executed an amendment to this Franchise Ordinance, which amendment may include an adjustment to the City's fee under Section 15 hereof.

1207.15: FEE FOR FRANCHISE-MINIMUM FEE:

In consideration of the award of the franchise by the City, franchisees shall pay the City a fee based upon the annual gross revenue collected that the franchisee derives from advertising on shelters located within the

City in accordance with the terms of the ordinance granting the franchise and as follows:

> Payments and a quarterly report on operations and revenue shall be made thirty (30) days after the close of each quarter of the year. The "gross revenue" as used in this ordinance shall mean all advertising revenue derived directly or indirectly by the franchisee, its affiliates, subsidiaries, a parent company or corporation or any person in which the franchisee has a financial interest, from or in connection with the operation of the franchise prior to any deduction; provided, however, that this shall not include any taxes on services furnished by the franchisee herein imposed directly upon any advertiser by the City, state or other governmental unit and collected by the franchisee on behalf of said governmental unit.

1207.16: ACCOUNTS & RECORDS:

A franchisee shall keep books of accounts and records of all transactions and costs incurred in connection with the purchase, manufacture and installation of the shelters and advertising on shelters, showing all financial transactions including receipts and disbursements and the particulars thereof in a form satisfactory to the City of Roseville Finance Director. Such books and records shall be available to the City for inspection any time during normal business hours upon forty-eight (48) hours prior written notice thereof to the franchisee. All such books and records shall be retained by the franchisee for a minimum of five (5) years.

Franchisees shall file annually with the City no later than one hundred twenty (120) days after the end of the franchisee's fiscal year, a copy of a financial report applicable to the Roseville Transit Shelter System, including an income statement relating to its operations during the fiscal year and a balance sheet, both of which shall be certified as correct by an independent certified public accountant, and a statement of its properties, equipment and facilities which are located upon the streets, highways and public places within the City giving its investment in such facilities on the basis of original cost, less applicable depreciation. These reports shall be certified as correct by an authorized officer of the franchisee and shall be submitted along with such other reasonable information as the City shall request with respect to the franchisee's facilities and expenses related to its transit stop shelter system operations within the City.

Franchisees shall also file with the City Manager copies of their articles of incorporation, bylaws, agreements with any other person relating to the ownership of the transit stop shelter system, and amendments of such documents as they become effective.

1207.17: INSURANCE AND SECURITY:

Franchisees shall procure and maintain at their own cost the following insurance coverage:

a) Workers compensation insurance in accordance with the Minnesota Workmen's Compensation Act.

b) Commercial general liability insurance with minimum limits of $150,000 per person and $1,000,000 per occurrence.

c) Comprehensive automobile liability insurance with minimum limits for bodily injury and property damage of $150,000 per person and $1,000,000 per occurrence.

The foregoing insurance coverage shall be procured and maintained with insurers that are reasonably acceptable to the City. The liability insurance policies shall be endorsed to include the City as an additional insured. If the above limits are less than those specified in Minn. Stat. Ch. 466 as the liability limits of a municipality, the higher limits shall apply.

The policy shall be of type in which coverage is restored immediately after the occurrence of any loss or accident from which liability may thereafter accrue. The policy shall contain an endorsement which shall provide that no cancellation shall become effective without thirty (30) days' prior written notice to the City of intent to cancel or not to renew. In the event such insurance is cancelled and the franchisee shall fail to immediately replace it with another equivalent policy, the City may terminate their franchise and declare it to be forfeited.

1207.18: INDEMNIFICATION:

Franchisees shall defend, indemnify and hold harmless the City, its officers, agents, representatives and employees from and against all liability, claims, demands and expenses (including court costs and reasonable attorneys fees), on account of any injury, loss or damage, arising out of or in connection with construction, operation, maintenance, location, or removal of any transit stop shelter owned by franchisee. (Ord. 1318, 04-11-2005)

1207.19: CITY RESPONSIBILITIES:

The City shall provide franchisees with all available information (including the location of road right-of-way and utilities) which is relevant to the Transit Shelter Program together with the necessary guidance and direction to achieve the Program's objectives. In consideration of the City's use of the transit shelters at no cost, the City hereby assures access to and use of the nearest electrical power and waives all permit and use fees for each transit shelter covered by this Ordinance. Provided that each transit shelter complies fully with the provisions of this Ordinance and all applicable provisions of the City's Municipal Code, all necessary permits for the installation and/or maintenance of the transit shelters shall be granted by the City. The process for obtaining such permits shall be expedited by all city departments to assure that shelters are installed within one hundred eighty (180) days.

1207.20: RESERVED:

1207.21: ASSIGNMENT OR TRANSFER:

A franchisee shall not assign or transfer its rights, duties and obligations under the franchise, in whole or in part, without first obtaining the written consent of the City, provided, however, that the City's consent shall not be required with respect to any assignment by the franchisee to any person or entity that controls, is controlled by, or under common control with the franchisee or which merges with or into the franchisee or acquires substantially all of the assets of the franchisee.

1207.22: PERFORMANCE BOND OR OPTIONAL LETTER OF CREDIT:

A franchisee shall post with the City a performance bond guaranteeing its performance of the obligations of the franchise, as created by this ordinance, and the ordinance granting the particular franchise. The amount of the bond shall be as specified in the Ordinance granting the particular franchise. The bond shall be issued by a company licensed to do business in Minnesota, and shall be in a form acceptable to the City Attorney. In lieu of the performance bond the franchisee may elect to give the City an irrevocable letter of credit in the bond amount issued by a bank in the metropolitan area. The letter of credit shall provide that it may be drawn upon under the same circumstance as a surety would be subject to a claim under its performance bond, except that the letter of credit shall be subject to a draw without any previous demand upon, or notice to the franchisee. The letter of credit shall also be subject to a draw if it is effective for a limited term and is not replaced by a replacement letter of credit at least thirty (30) days before expiration. The letter of credit shall also be in a form approved by the City attorney and shall be on file with the City Manager and remain so until three hundred sixty-five (365) days after the expiration or termination of the franchise. The City shall give the Franchisee seven (7) days' notice of its intent to draw on a letter of credit.

1207.23: REMOVAL OF SHELTER:

Franchisees shall within thirty (30) days after receipt of written notice from the City remove any transit shelters that are located at discontinued transit stop sites or which the City reasonably determines are in condition of substantial disrepair or deteriorated condition such as to pose a health or safety hazard or diminution of value to the abutting properties. Additionally, franchisees shall relocate any transit shelters within thirty (30) days after their receipt of a written request to do so by the City as a result of redevelopment, traffic hazards or changes in bus routes. Any such relocation of a transit shelter shall be to a location mutually agreeable to both parties, but only after issuance of all necessary permits by the Director of Public Works.

1207.24: PUBLIC WORKS TO REGULATE INSTALLATION:

The Director of Public Works shall regulate the installation of transit shelters and if, in the opinion of the Director of Public Works, a shelter installation is hazardous, the Director may order a franchisee to take necessary steps at its own cost to remove or relocate the shelter or make the necessary repairs to correct the hazard. The Director of Public Works shall have the right to conduct reasonable inspections of shelters for this purpose.

In regulating the installation of shelters, the Director of Public Works shall regulate the size of shelters installed, its orientation or placement on the site, and any preparatory or remedial site work. When the City has approved a location plan, a franchisee shall submit detailed amended plans showing any discrepancies between the site plan approved and the work completed.

1207.25: FORFEITURE:

A. The City shall, in addition to any other rights it may have, have the right to declare that a franchisee has forfeited a franchise in the event of a substantial breach of its terms and conditions, including, but not limited to, the following circumstances:

(1) If the franchisee becomes insolvent or is declared bankrupt or makes any assignment for the benefit of its creditors; and

(2) If the franchisee assigns or transfers or attempts to assign or transfer the franchise, or sells or leases or attempts to sell or lease any of its shelters without the Council's permission; or

(3) If the franchisee fails to install shelters on schedule as required by this Franchise Ordinance or the grant of the particular franchise, or fails to conform to the specifications contained in its application or the invitation for applications, or fails to construct the shelters in a workmanlike manner to the satisfaction of the Director of Public Works and in conformity with City ordinances and codes, or if the franchisee refuses or neglects when so ordered to take down, rebuild or repair any defective or unsatisfactory work or to maintain the shelter as required herein; or

(4) If the franchisee fails to remove any shelter when ordered to do so in accordance with this ordinance; or

(5) If the franchisee refuses or neglects to comply with any reasonable order of the Director of Public Works; or

(6) If the franchisee persists in any course of conduct in violation of any of the provisions of this ordinance; or

(7) If the City receives notice of intention not to renew or the franchisee fails to keep in force its insurance, required herein.

B. The Director of Public Works may make a written demand by certified mail that a franchisee comply with any such provision, rule order or determination under or pursuant to this franchise. Such notice shall be entitled "Forfeiture and Termination Notice." If the violation by the franchisee continues for a period of thirty (30) days or more following such written demand, without having been corrected or remedied, the matter of forfeiture and termination of the franchise shall then be taken before the City Council. The City shall cause to be served upon the franchisee at least twenty (20) days prior to the date of such Council meeting a written notice of intent to terminate the franchise, including the time and place of the meeting. Public notice shall be given of the meeting and the issue which the Council is to consider. The City Council, or a committee thereof, shall hear and consider the issue and the Council shall, in its discretion, determine whether there has been a substantial breach. If the Council determines that there has been a substantial breach, the franchisee shall have such period of time as the Council may set, but not less than thirty (30) days in which to cure the substantial breach; provided, that no opportunity for cure need be given for fraud or misrepresentation or for circumstances which may immediately adversely affect the public health, safety or welfare. At the expiration of the period of time set for compliance, the Council may terminate the franchise forthwith upon finding that the franchisee has failed to cure the breach.

C. Unless otherwise approved by the City, upon termination of this franchise, the franchisee shall remove all transit shelters and support equipment and apparatus installed by it pursuant to this Franchise Ordinance, within sixty (60) days of termination. However, the Director of Public Works may grant permission to the Franchisee to leave all or any portion of the infrastructure on terms and conditions established by the Director. If, after ninety 90 days of the termination date, the franchisee has not removed all equipment and facilities that may be located along, over or under any street or highway within the City, the franchisee shall forfeit said improvements to the City. The performance bond or letter of credit posted in accordance with Section 22 shall remain posted to insure that the streets, highways and public places from which such equipment is removed shall be placed in good condition. (Ord. 1318, 04-11-2005)

1207.26: DISPOSITION OF SHELTERS ON EXPIRATION OF FRANCHISE:

A. In the event that the franchise expires and is not renewed, the City may purchase the shelters and facilities then in place upon such terms and for such consideration as may be agreed to by the City and the franchisee prior to the expiration of the franchise. If prior to the expiration of the franchise or within ninety (90) days following such expiration the City elects to award a franchise to any other person or company, and the City elects to have the new franchisee operate and maintain the shelters which have been installed pursuant to this franchise, then the new franchisee shall purchase such shelters on such terms and for such consideration as may be agreed to by the new franchisee and the prior franchisee.

B. Notwithstanding the provisions of paragraph A of this section, in the event that the term of this franchise expires and the City and franchisee have not renewed the franchised for an additional term, the franchisee shall at its own expense remove all of the shelters and facilities which it has installed or caused to be installed upon or below the public streets and highways or public places of the City and shall restore the streets and highways of the City to their former condition in a manner satisfactory in the judgment of the Director of Public Works. If the franchisee fails to remove all such shelters and facilities within ninety (90) days after the expiration of the franchise, the City may have the shelters and facilities removed and require the franchisee to pay the cost of such removal. In the event that the shelters and facilities have not been sold pursuant to paragraph A of this section or removed by the franchisee, all right and title to the shelters shall be deemed to have passed to and vested in the City. The franchisee agrees that in such circumstances it will execute such documents as the City Attorney may require to transfer the title to such shelters and facilities.

1207.27: NONDISCRIMINATION:

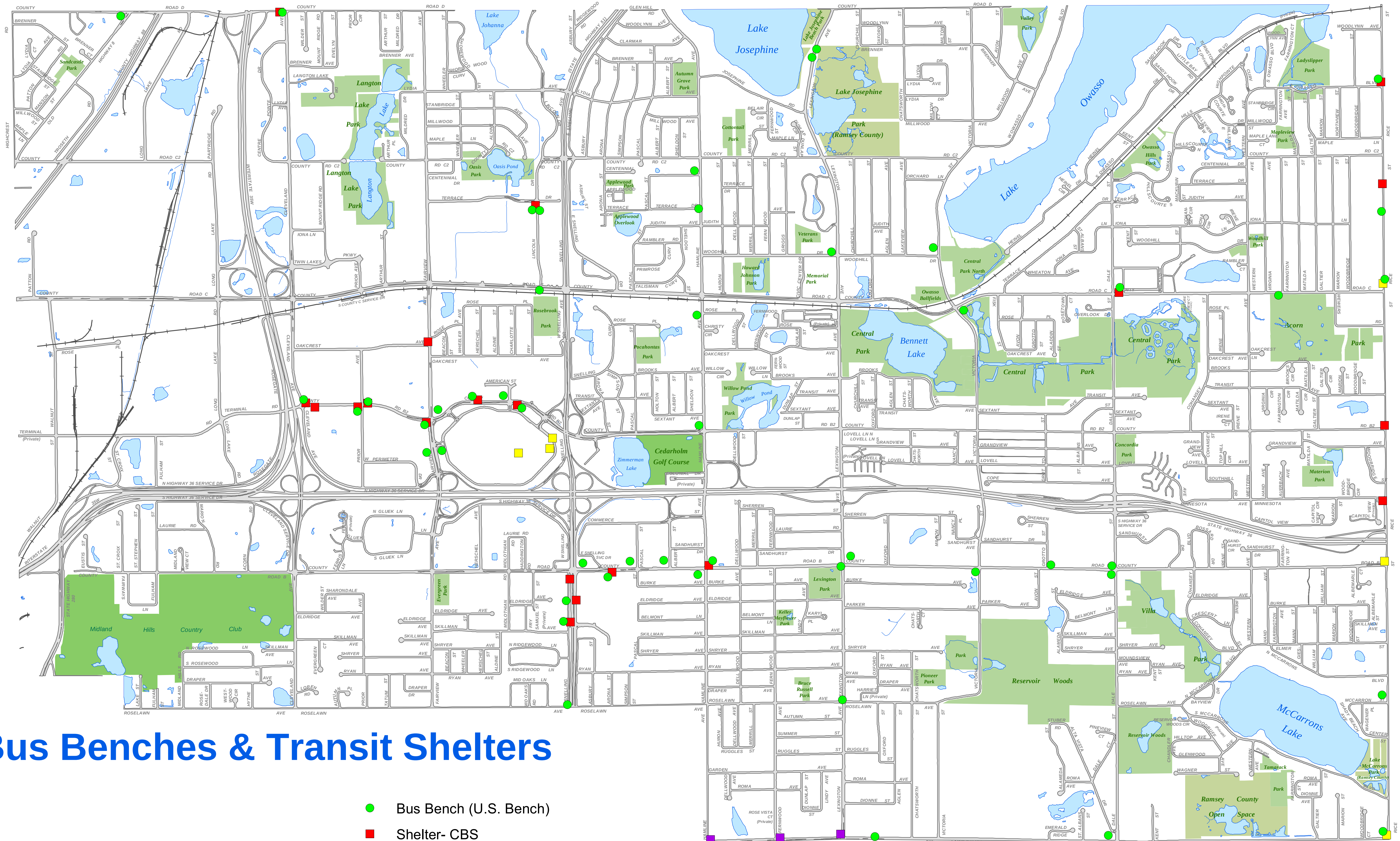
The franchisee, its agents, employees, contractors and subcontractors shall at all times comply with the provision of the City of Roseville Code and applicable state and federal law regarding nondiscrimination and civil rights in connection with its services provided pursuant to this Franchise Ordinance. (Ord. 1324, 08-08-2005)

1207.28: SEVERABILITY:

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

1207.29: INCORPORATION IN ROSEVILLE CITY CODE:

This Ordinance shall be deemed a part of the Roseville City Code and shall be incorporated therein as Appendix Chapter 1207.
(Ord. 1285, 07/28/03)



Bus Benches & Transit Shelters

- Bus Bench (U.S. Bench)
- Shelter- CBS
- Shelter- Metro Transit
- Shelter- City of Roseville

ROSEVILLE
Prepared by:
Engineering Department
January 30, 2015

Data Sources and Contacts:
* Ramsey County GIS Base Map (1/05/15)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

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map: Bench&TransitShelters2015.pdf

Guidelines for placing and removing waiting shelters

Shelter placement guidelines

Metro Transit buses serve nearly 12,300 bus stops, 67 Park & Ride lots and 28 Transit Centers. With so many stops and facilities, Metro Transit must prioritize where shelters are located.

These considerations are made when determining where to locate a shelter:

Daily Boardings – To qualify for a standard shelter, a suburban location must have at least 25 passenger boardings per day. In Minneapolis and St. Paul, a location must have at least 40 passenger boardings per day. The number of boardings at a stop is determined using the most recent and complete available data for the fall of each year.

Site Suitability – Available space, site conditions (slope, obstructions, etc.) and proximity to the bus stop sign are considered when determining site suitability.

Metro Transit also tries to avoid placing shelters in areas that may obstruct signage, windows or entry into a building. Long-term maintenance challenges, such as snow removal and accessibility to repair parts of the shelter, are also considered.

Customers with limited mobility – By tracking the boarding locations of customers paying fares with mobility Go-To Cards, Metro Transit can further prioritize locations based on the number of daily boardings by customers with limited mobility.

Demographics, including race/ethnicity and income status, are considered to comply with Title VI of the Civil Rights Act of 1964 and Environmental Justice policy aimed at addressing disparate impacts on minority and low-income populations.

Transit Transfers are also considered in shelter prioritization, as customers transferring are likely to be waiting as part of their transit trip.

Lighting and on-demand heating is installed in shelters if conditions allow and there are a sufficient number of boardings to justify the costs. Heating is considered where there are at least 80 boardings per day.

Shelters are typically located within five- to six-feet of a bus stop sign, where customers get on and off buses. In most cases, shelters are located "near side," meaning the bus will stop just beyond the shelter site. Shelters are separated from the stop to provide room for customers who board or exit the bus using a mobility device and to allow for easier snow removal.

> Read more about shelter designs here

Shelter removal

Metro Transit must sometimes remove or relocate shelters to ensure the highest number of customers is being served with available resources. The following considerations are made when determining when a shelter may be removed or replaced:

Low number of average daily boardings – A shelter may be removed if the number of passengers boarding per day is at least 50 percent below the standard. In a suburban location, a transit stop with approximately 12 or fewer boardings per day may be considered for removal; in Minneapolis or St. Paul, a transit stop with approximately 20 or fewer boardings per day may be considered for removal.

Shelter reaches the end of its useful life – When properly maintained, shelters typically have a 20-year life span. If a location meets boarding standards, the out-of-date shelter will be replaced with a new or used shelter. If boardings are low, the out-of-date shelter may be removed.

Shelter is damaged or destroyed – If a shelter has been damaged by a vehicle accident or other incident and has potential to create a safety hazard, it will be removed. If the location meets boarding standards, the shelter will be replaced when a new or used shelter becomes available. If the location has low boardings, the destroyed shelter will be removed and may not be replaced.

Ongoing vandalism – Shelters damaged by persistent vandalism take maintenance staff time away from other needs and are a major constraint on Metro Transit's maintenance budget. Metro Transit may temporarily or permanently remove a shelter with a high number of vandalism incidents in an attempt to break vandalism patterns.

Changes in right-of-way, property ownership or easements – Changes in property boundaries, easements, roadways or public right-of-way sometimes require Metro Transit to remove a shelter. Metro Transit may replace the removed shelter if the stop meets boarding standards and there is still space for a shelter after changes are made.

Requests from customers and stakeholders – Metro Transit occasionally receives requests and suggestions for removing shelters from certain locations. These requests will be addressed on a case-by-case basis by considering factors outlined above.

Communication of Proposed Shelter Removals

Before a shelter is removed, Metro Transit will notify customers and stakeholders at least two weeks in advance of the scheduled removal date. Notifications will provide an explanation of why the shelter is being removed as well as the proposed removal date.

Customers will be notified through signs at the shelter. In suburban locations, Metro Transit will notify the affected City Manager; if the shelter is located in Minneapolis or St. Paul, Metro Transit will notify the affected City Council person(s) and their staff members. If the shelter has been adopted by a volunteer for maintenance, Metro Transit will also notify the shelter adopter. Metro Transit will notify the affected Councilmember of the Metropolitan Council.

Custom shelters

Metro Transit may consider customized shelter installation and/or maintenance at locations that average at least 100 boardings per day. Design and manufacturing costs are paid by the requesting entity unless the shelter is part of a larger project, such as a bus corridor, transit center or Park & Ride lot owned and maintained by Metro Transit. In such cases, Metro Transit's contribution toward design and manufacturing will be determined on a case-by-case basis. Maintenance, repair and replacement costs of custom portions of a shelter are paid by the requesting entity.

Metro Transit may maintain non-custom portions of a shelter if the requesting entity and Metro Transit sign an agreement outlining shelter maintenance responsibilities; the custom shelter is built with glass that meets Metro Transit's standard glass specifications; and the custom shelter design includes specifications for Metro Transit's standard customer information holders.

Shelter comments or concerns can be directed to Customer Relations at 612-373-3333 or contact us here.

Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: November 24, 2015 **Item No:** 5

Item Description: Skating Center Solar Installation

Background:

This summer the City received two proposals for a potential installation of a solar system on the roof of the Skating Center. With the recommendation of the PWET Commission, staff has been working with Sundial Solar to come up with a proposed Power Purchase Agreement to fund the installation of the proposed system.

Representatives from Sundial Solar will be present to make a short presentation on the final terms of the project and the purchase options and terms.

Currently attached is the proposed Power Purchase Agreement. Additional items may be distributed prior to or at the meeting.

Recommended Action:

Receive presentation and make recommendation to the City Council for action at a future council meeting.

Attachments:

A: Power Purchase Agreement

Solar Services Agreement
Number: ______
Execution Date: _________________
Jurisdiction (State): Minnesota
Utility: Xcel Energy

MASTER SOLAR SERVICES AGREEMENT

This Solar Services Agreement (as it may be amended from time to time, this "Agreement") is made and entered into as of the Execution Date set forth above, between **_*Sundial Energy or affiliate*_, LLC**, a Minnesota limited liability company ("Power Provider"), and The City of Roseville, a Minnesota municipal corporation ("Purchaser").

BACKGROUND

Power Provider desires to install one or more electricity grid-connected photovoltaic solar power plants (as further defined below, each, a "Solar Power Facility" and collectively, the "Solar Power Facilities") at one or more Sites (as defined below in ***Exhibit A***). Purchaser desires to purchase from Power Provider and Power Provider desires to sell to Purchaser the entire energy output of the Solar Power Facilities on the terms set forth in this Agreement.

This Agreement is a master services agreement and each Schedule and Exhibit attached hereto is subject to the terms of this Agreement. The Parties may, from time to time, execute and attach additional Schedules to this Agreement to add Solar Power Facilities and/or Sites to this Agreement.

OPERATIVE TERMS

In consideration of the mutual covenants and agreements set forth in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms shall have the following meanings:

"Acknowledgement Date" means, with respect to a Solar Power Facility, the "Acknowledgement Date" set forth on the Certificate of Acknowledgement relating to such Solar Power Facility that has been executed and delivered by Purchaser to Power Provider.

"Affiliate" means, when used in reference to a specified Person, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.

"Blended Energy Rate" or "Blended Rate" – A metric used to define all electrical charges in $/kwh. Includes all charges on the utility invoices. To determine the average blended rate take the sum of all gross utility invoices – in dollars - for a given year and divide by the total kwh usage for the same time period.

"Capacity Credit" or "Solar Capacity Credit" or "Solar Credit"– A credit given to electrical utility customers who install a solar PV system greater than 100kw on their property. This is not a rebate but is a payment for benefits provided by the solar system to the local utility. For Xcel Energy customers this appears as a line item credit each month on their electric bill.

"Certificate of Acknowledgement" means, with respect to a Solar Power Facility, the certificate of an authorized representative of Purchaser acknowledging that such Solar Power Facility is in Commercial Operation.

"Code" means the Internal Revenue Code of 1986, as amended."Commercial Operation" means, with respect to a Solar Power Facility, the condition existing when (i) such Solar Power Facility is mechanically complete and operating in accordance with the specifications set forth on the applicable Schedule, and (ii) energy is delivered through such Solar Power Facility's meter to the Site's electrical system under an Interconnection Agreement

"Contract Term" means the period commencing on the Execution Date and continuing so long as any Schedule Term is in effect.

"Customer Generator" means a non-utility owner or operator of net metered distributed generation system with a nameplate capacity of not greater than 50 kW if installed at a residential service or not larger than 3,000 kW at other locations, except for customers whose systems are above 3 MW and up to 5 MW who make their systems available to operate in parallel with electric utility during grid emergencies as defined by the regional transmission organization or where a microgrid is in place for the primary or secondary purposes of maintaining critical infrastructure, such as homeland security assignments, emergency services facilities, hospitals, traffic signals, wastewater treatment plants or telecommunications facilities, provided that technical rules for operating generators interconnected with facilities of an EDC, electric cooperative or municipal electric system have been promulgated by the institute of electrical and electronic engineers and the Commission.

"Electric Distribution Company" or "EDC" means the public utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners/operators that manage the internal distribution system serving the building or facility and that supply electric power and other related electric power services to occupants of the building or facility.

"Electric Generation Supplier" or "EGS"(i) A person or corporation, including municipal corporations which choose to provide service outside their municipal limits except to the extent provided prior to December 16, 2006, brokers and marketers, aggregators or any other entities, that sells to end use customers electricity or related services utilizing the jurisdictional transmission and distribution facilities of an EDC or that purchases, brokers, arranges or markets electricity or related services for sale to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC; (ii) The term excludes building or facility owner/operators that manage the internal distribution system serving the building or facility and that supply electric power and other related power services to occupants of the building or facility.

"Electric Power" means the total quantity of electricity generated by the Solar Power Facilities and delivered to the Point(s) of Delivery and the generation-related products, services and attributes described in detail on the Schedules. For the avoidance of doubt, Electric Power does not include Environmental Incentives.

"Environmental Attributes" means the characteristics of electric power generation at each Solar Power Facility that have intrinsic value, separate and apart from the Electric Power, arising from the perceived environmental benefits of such Solar Power Facility or the Electric Power, including but not limited to all environmental and other attributes that differentiate such Solar Power Facility or the Electric Power from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of such Solar Power Facility that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to such Solar Power Facility or the compliance of such Solar Power Facility or the Electric Power with the law, rules and standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of rights arising from Environmental Attributes and Reporting Rights.

"Environmental Incentives" means all rights, credits (including tax credits and other tax benefits), rebates, incentives, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances and emission reduction credits and offsets), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of any Solar Power Facility or the Electric Power or otherwise from the development or installation of such Solar Power Facility or the production, sale, purchase, consumption or use of the

Electric Power that are in effect as of the Execution Date or may come into effect in the future. Without limiting the foregoing, "Environmental Incentives" includes, green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider or any incentive programs offered by the Jurisdiction and the right to claim income tax credits and other tax benefits under Sections 45 or 48 of the Code or any state tax law or income tax deductions under the Code or any state tax law.

"Event of Default" has the meaning set forth in Section 16.

"Execution Date" has the meaning set forth on the first page of this Agreement.

"Force Majeure" means events or circumstances, whether foreseen or unforeseen, beyond the reasonable control and not the fault of a Nonperforming Party, including, without limitation, (i) acts of God, (ii) sabotage, riots or civil disturbances, strikes or similar labor difficulties, (iii) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similar occurrence, (iv) war or acts of terrorism affecting a Site, (v) change of law imposing a material regulatory burden or prohibition upon either Party, (vi) withdrawal of required governmental authorizations or permits due to no fault of the Non-Performing Party, (vii) transportation delays or accidents due to no fault of the Non-Performing Party, (viii) acts of vandalism, (ix) requirement by the Utility that a Solar Power Facility discontinues operation for any reason, (x) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, (xi) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement, (xii) adverse weather conditions not reasonably anticipated and in excess of the normal weather (e.g. rain, snow, sleet) for the geographical area. Notwithstanding the foregoing, "Force Majeure" shall not include economic hardship or inability to obtain financing of either Party.

"Guarantor" means Sun Financial, Power Provider's parent company and guarantor under the Guaranty Agreement of even date herewith of the payment and performance by Power Provider of its obligations under this Agreement and the License.

"Initial Term" means, with respect to a Schedule, the "Initial Term" set forth on such Schedule commencing on the Execution Date.

"Interconnection Agreement" means an interconnection agreement entered into between Power Provider, Purchaser and the Utility in form and substance reasonably acceptable to each Party that provides for each Solar Power Facility to be interconnected with the Utility's electrical distribution system.

"Interest Rate" shall mean a variable rate of interest which is 250 basis points greater than the three (3) month London Interbank Offered Rate as posted with respect to the applicable period in the "Money Rates" column of The Wall Street Journal, or if that source is not available, as reported by another widely available business publication, but in any event not greater than the maximum interest rate permitted by law.

"Jurisdiction" has the meaning set forth on the first page of this Agreement.

"License" or "License Agreements" means collectively or individually one or more license agreements between Power Provider and Purchaser with respect to Purchaser's license to Power Provider of the particular premises within the Site(s) at which a Solar Power Facility will be installed and operated by Power Provider, and substantially in the form set forth in Annex A.

"Net Metering" the measuring of the difference between the electricity supplied by an electric utility and the electricity generated by a customer-generator when the renewable energy generating system is intended primarily to offset part or all of the Customer Generator's requirements for electricity.

"Nonperforming Party" means a Party that is prevented, in whole or in part, from performing its obligations under this Agreement.

"Parties" means Power Provider and Purchaser.

"Party" means Power Provider or Purchaser.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

"Point of Delivery" means, with respect to a Site, the point within such Site's electrical system at which Electric Power produced by each Solar Power Facility located on such Site is delivered to Purchaser.

"Power Provider" shall have the meaning set forth in the preamble. For purposes of access rights and other rights necessary for Power Provider to perform its obligations and responsibilities under this Agreement, the term "Power Provider" shall include Power Provider's authorized agents, contractors and subcontractors, all of whom shall be agree to comply with all terms, conditions and requirements of this Agreement in connection with the performance of any installation, maintenance, repair or other work or services at the Site.

"Prudent Industry Practices" means those practices, methods and equipment, as changed from time to time, that are commonly used in the Jurisdiction in prudent electrical engineering and operations to install and operate solar generation equipment lawfully and with safety, reliability, efficiency and expedition.

"Purchaser" shall have the meaning set forth in the preamble.

"Renewal Term" shall have the meaning set forth in Section 8.

"Reporting Rights" means the right to report to any federal, state or local agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that the reporting Party owns the Environmental Attributes and the Environmental Incentives associated with the Electric Power.

"Schedules" or "Schedule" means collectively or individually the Schedules and all Exhibits thereto executed and attached to this Agreement by the Parties from time to time.

"Schedule Term" means, with respect to a Schedule, collectively, the Initial Term and all Renewal Terms applicable to such Schedule.

"Sites" or "Site" means collectively or individually the properties owned or controlled by the Purchaser within which each Solar Power Facility and the Point(s) of Delivery are or will be situated, all as described in detail in the Schedules.

"Solar Power Facilities" or "Solar Power Facility" or "Solar System" or "System" means collectively or individually one or more electricity grid-connected photovoltaic, solar power plants and other equipment and facilities to be constructed, installed and maintained by Power Provider pursuant to this Agreement which are located at one or more Sites, and those as may be required pursuant to Prudent Industry Practices or applicable utility tariffs for operation of the Solar Power Facilities in parallel with the electric utility providing service to the Purchaser, for the purposes of generating, transmitting and delivering Electric Power to the Point(s) of Delivery, as such equipment and facilities are more fully described in the Exhibits to each Schedule, and any and all additions, replacements and modifications to such equipment and facilities.

"Utility" means the Electric Distribution Company or the Electric Generation Supplier identified on the first page of this Agreement that is responsible for electric energy transmission and distribution service at the Site.

2. Design, Configuration, and Installation of the Solar Power Facilities.

(a) (i) Subject to and in accordance with the provisions of this Agreement and each License, Power Provider shall, at Power Provider's expense, configure, construct, install and operate each Solar Power Facility at the Site(s). Power Provider will perform and cause all contractors and subcontractors to perform all activities under this Agreement (A) in accordance with the plans and specifications thereof as approved by Purchaser within 5 days of receipt from Power Provider; (B) in a good and workmanlike manner using only new materials; (C) in such a way as to minimize interruptions to or interference with Purchaser's access to and use and operations on the Site; (D) in compliance with all applicable laws, rules, regulations, licenses and permits; (E) on a lien free basis Power Provider shall be responsible, at is sole cost, for obtaining all permits and approvals required for construction, installation and operation of the Solar Power Facility. Power Provider shall be solely responsible for the safety and protection of all personnel and materials on the Site from time to time and involved in the construction, installation, operation, repair, replacement, maintenance and removal of the Solar Power Facility on the Site. Power Provider will comply and will cause its contractors and subcontractors to comply with the insurance requirements outlined in the attached Schedule B-2, and the provisions of Section __ hereof, Purchaser's reasonable safety and security policies in effect from time to time, Purchaser's Supplier Code of Conduct and Treatment of Others policies (copies of which are attached hereto as Schedules __ and __, respectively), and Purchaser's reasonable notice requirements which is attached hereto as Schedule __. All work on the Site related to the Solar Power Facility and all materials and vehicles used in connection therewith, and all points of entry to the Site by Power Provider, any contractors and subcontractors and their respective employees and agents, shall be at such locations on the Site as reasonably determined by Purchaser. The point of contact with respect to the work under this Agreement shall be (insert name, phone numbers and email address) for Power Provider and (insert name, phone numbers and email) for Purchaser. Power Provider covenants and agrees that the Solar Power Facility at the Site will be installed and fully operational on or before December 31, 2013. Power Provider shall hold harmless Purchaser and Purchaser's officers, shareholders, employees, agents, successors and assigns from and against any and all loss, cost, liability, claim, fine, fee, expense (including without limitation reasonable attorneys' fees), or damage or other Claims, including, without limitation, damage to the Site or loss of economic incentives, directly or indirectly arising out of or related to the performance by or on its behalf of any of its obligations under this Agreement or the License, including without limitation the failure to meet the December 31, 2013 deadline, except to the extent caused by the unauthorized access and presence on the Site, gross negligence or willful misconduct of Purchaser, its employees or agents or third parties.

(ii) Subject to the terms of each License, Purchaser hereby grants to Power Provider, for no additional consideration and for the Contract Term, a non-exclusive easement and rights of access over those portions of the Site to construct, install, operate, maintain, repair, replace, substitute, inspect and remove the Solar Power Facility as the Parties mutually agree are necessary in connection with Power Provider's performance of its obligations and enforcement of its rights under this Agreement and for no other purpose. Access to the Site by Power Provider shall be only upon reasonable prior notice to Purchaser (except in the case of an emergency, in which event no prior notice is required), subject to Purchaser's safety and security policies in effect from time to time, and during all reasonable times. The Parties shall execute such other mutually acceptable grants, leases, deeds or customary documents as may be legally required to enable Power Provider to record such rights, privileges, rights-of-way and easements. Each Party shall be responsible for its own costs and expenses, including recording fees, associated with the documentation and recordation of such rights, privileges, rights-of-way and easements.

(b) Subject to the requirements of applicable law and Purchaser's reasonable approval as to location, size, configuration, content, material and method of installation, Power Provider shall have a license during the Contract Term to display reasonable signage in one (1) location for purposes of marketing and identifying Power Provider (i) on each Site, during construction and installation of a Solar Power Facility thereon, and (ii) on each Site and on any improvements on which each Solar Power Facility is located, during the applicable Schedule Term.

(c) Upon request of the Power Provider, the Purchaser shall provide information reasonably within its control or possession and, to the extent it is not required to incur any costs or liability, reasonable assistance to Power Provider for the inspection of the Site, the determination of the feasibility of the installation and operation of the Solar Power Facilities at the Site, and the design and installation of the Solar Power Facilities to accommodate the Site. Such Purchaser's information and assistance shall include, but not be limited to, the delivery of: 1) copies of any warranties in effect for the portions of the Site that are applicable to the Solar Power Facility, such as for the roof, any metal buildings, building wiring, or other components; 2) existing building drawings; 3) existing electrical system drawings; 4) property surveys; and 5) information, if any, concerning potential interference with or from radio or satellite communications applicable to the Site. If Purchaser has not provided the information within thirty (30) days of receipt of Power Provider's written request (or such longer period of time as is reasonably necessary to provide such information provided that Purchaser is using reasonable efforts to obtain the same), Power Provider shall have no liability arising from and no obligation or responsibility to comply with or to satisfy any requirements, limitations or restrictions contained in the information. In addition, during the Schedule Term for the Site, Purchaser shall provide: 1) ongoing internet access to Power Provider for monitoring system performance, and 2) ongoing Site access for the evaluation of the Site, and for the installation, operation, maintenance, repair, and removal of the Solar Power Facilities provided that (a) Power Provider's access shall be limited to those areas of the Site that are required for it to perform its obligations and agreements hereunder, (b) Power Provider shall provide reasonable prior notice to Purchaser before entering the Site, and (c) Power Purchaser and its agents, contractors and subcontractors and each of their respective employees shall comply with Purchaser's reasonable safety and security procedures in effect for the Site from time to time . Power Provider covenants and agrees that has been given access to and the opportunity to inspect the Site and accepts the Site "as-is" and "where is" and that Purchaser has made no representation or warranty to Power Provider of any type or nature with respect thereto including, without limitation, with respect to any patent or latent defects, the habitability thereof or the fitness of the Site for any particular use.

3. Operation of the Solar Power Facilities.

(a) Power Provider shall be solely responsible for the operation and maintenance of each Solar Power Facility (subject, however, to the obligations and responsibilities of Purchaser under the License) and shall maintain each Solar Power Facility in good working order and condition and in accordance with Prudent Industry Practices during the applicable Schedule Term. Neither Purchaser nor any party related thereto shall have the right or be deemed to operate any Solar Power Facility. Power Provider shall bear all risk of loss with respect to each Solar Power Facility, except for losses arising from gross negligence or willful misconduct by Purchaser or its employees. Power Provider shall have full responsibility for the Solar Power Facility operation and maintenance in compliance with all laws, regulations and government permits.

(b) Purchaser shall be responsible for arranging delivery of Electric Power from each Point of Delivery to Purchaser and any installation and operation of equipment on Purchaser's side of each Point of Delivery necessary for acceptance and use of the Electric Power. Each Party may, at its own cost and expense, install and maintain on its side of each Point of Delivery, such voltage control, regulation and safety devices and equipment that it determines are necessary or appropriate to protect its own equipment and operations. Each Party shall, at its own cost and expense, operate and maintain in good working order such devices and equipment that it owns. During the applicable Contract Term, Purchaser shall not, without the prior consent of Power Provider which shall not be unreasonably withheld, conditioned or delayed, permit any Site or other property that it owns to be modified in any manner if such modifications would in the reasonable judgment of Power Provider materially adversely affect the operation and maintenance of any Solar Power Facility located at such Site or other property or the potential of any such Solar Power Facility to produce and deliver Electric Power to Purchaser.

(c) The Parties hereby agree and acknowledge that during the term hereof, notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, (i) Purchaser shall have no ownership interest in any Solar Power Facility and, as between Power Provider and Purchaser, Power Provider shall have all right, title and interest in and to each Solar Power Facility and all drawings, diagrams, documents, permits and governmental authorizations associated with the design, construction, operation and maintenance of each Solar Power Facility, (ii) Purchaser shall not cause or permit any material interference with any Solar Power Facility's insolation and access to sunlight, as such access exists as of the Acknowledgement Date for such Solar Power Facility, and (iii) Purchaser shall not alter the load configuration for a Solar Power Facility to the Point(s) of Delivery. The provisions of this section 3 (c) are subject to Purchaser's rights in section 24 hereof to purchase the Solar Power Facility.

(d) If Purchaser has reason to believe that any Solar Power Facility is not operating properly, Purchaser shall promptly notify Power Provider of the circumstances thereof and Power Provider shall promptly cure any material failure.

(e) All property taxes attributable to any Site shall be the responsibility of Purchaser. Any property taxes attributable to the Solar Power Facility shall be the responsibility of Power Provider.

(f) The Parties shall cooperate with regard to any disconnection of any Solar Power Facility and shall provide reasonable advance notice to the other Party prior to any such disconnection. Subject to Section 3(g), Purchaser shall not disconnect any Solar Power Facility, and during the applicable Schedule Term, Power Provider shall have no obligation to disconnect, any Solar Power Facility.

(g) Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall only disconnect a Solar Power Facility if, in Purchaser's reasonable judgment, immediate disconnection is required to prevent significant damage to Purchaser's property or injury to any person; provided, that, Purchaser shall give notice to Power Provider of any such disconnection as soon as practicable thereafter. If the circumstances giving rise to such disconnection were beyond Power Provider's control, the duration of any disconnection by Purchaser pursuant to this Section 3(g) shall be no longer than reasonably necessary to address the exigent circumstances that required such disconnection, and if practicable shall not exceed seventy-two (72) hours in the aggregate during any period of sixty (60) consecutive days.

(h) If, (i) any Solar Power Facility is disconnected by Purchaser or at Purchaser's request and the circumstances giving rise to such disconnection were beyond Power Provider's control, (ii) the load configuration to the Point(s) of Delivery is altered by Purchaser resulting in a reduction of production and delivery of Electric Power, and (iii) the period of disconnection exceeds seventy-two (72) hours during any period of sixty (60) consecutive days (subject to Force Majeure) , Purchaser shall pay to Power Provider during such period(s) of disconnection, a monthly payment (prorated as appropriate) equal to the average monthly amount payable by Purchaser pursuant to Section 4 for Electric Power generated by such Solar Power Facility during the twelve (12) months immediately preceding such disconnection, or for the entire period the disconnected Solar Power Facility has been in Commercial Operation if the period preceding such disconnection is less than twelve (12) months.

(i) In addition to any payments required pursuant to Section 3(h) as a result of a disconnection by Purchaser or at Purchaser's request, if any Solar Power Facility or any portion thereof needs to be removed from the roof or other location on a Site for periodic maintenance of the Site or roof replacement not arising from the acts or omissions of Power Provider, such removal and reinstallation shall be performed by Power Provider at Purchaser's sole expense.

(j) Operation and Maintenance (O&M) of the Solar Facilities will be at Power Provider's sole expense.

4. Purchase and Sale of Electric Power and Related Services.

(a) Beginning on the Acknowledgement Date for each Solar Power Facility, and continuing for the applicable Schedule Term, Power Provider shall deliver and sell, and Purchaser shall accept delivery and purchase, all of the Electric Power generated by such Solar Power Facility at the purchase price specified in Section 5(a). Unless expressly identified in the applicable Schedule and subject to Purchaser's right under Section 24 of this Agreement to purchase the Solar Power Facility, other than Electric Power, Power Provider is not selling, and Purchaser is not purchasing, any electric generation-related products, services or attributes, whether physical, contractual, tangible or intangible (including reactive power or Environmental Incentives).

(b) Title and risk of loss of Electric Power sold under this Agreement shall pass from Power Provider to Purchaser at the applicable Point of Delivery.

(c) Purchaser shall not sell any of the Electric Power purchased from Power Provider pursuant to this Agreement other than sales made to the Utility pursuant to a Net Metering arrangement between Purchaser and the Utility.

(d) Purchaser acknowledges that Power Provider's deliveries of Electric Power under this Agreement may not satisfy Purchaser's entire requirements for electric energy. In the event that Power Provider's deliveries of Electric Power under this Agreement do not satisfy Purchaser's entire requirements for electric energy, Purchaser may produce, procure or otherwise arrange for additional supplies of electric energy, and as between Power Provider and Purchaser, Purchaser shall be solely responsible for any rates, charges, fees, expenses or assessments imposed or caused by utilities or any other parties with respect to such supplies of electric energy from third parties. In the event that Purchaser's requirements for electric energy or other electric services change in any manner after the Execution Date, Purchaser shall have the sole cost and operational responsibility for any installation of or modifications to equipment on Purchaser's side of the Point(s) of Delivery which may be required to produce, procure or arrange for such changes, and shall perform such installation or modifications in a manner that will not result in interference with or discontinuance of Power Provider's operation of any Solar Power Facility and delivery of Electric Power; provided, however, in no event shall Power Provider be required to change or modify any Solar Power Facility or any element thereof, or to permit any change or modification to any Solar Power Facility by Purchaser or others. Subject to the foregoing, Power Provider shall reasonably cooperate with Purchaser in any of Purchaser's discussions or communications with such utilities or other suppliers of electric energy, and in the performance of any installation or modification of equipment on Purchaser's side of the Point(s) of Delivery. Power Provider shall have no liability to Purchaser with respect to rates, charges, fees, expenses or assessments imposed or caused by, other suppliers of electric energy or other electric services.

(e) Power Provider shall have no obligation under this Agreement to (i) provide Purchaser an uninterrupted supply of Electric Power, (ii) provide any minimum or maximum amount of Electric Power or (iii) schedule deliveries of Electric Power to Purchaser. Purchaser shall have no obligation under this Agreement to make any payment to Power Provider for Electric Power other than payment of the rates set forth in section 5(a) hereof for Electric Power actually generated by the Solar Power Facility at and delivered to the Site

5. Rates and Charges.

(a) Subject to Sections 7(c) and 8, Purchaser shall pay Power Provider for Electric Power delivered to Purchaser pursuant to this Agreement in accordance with the rates and charges set forth in the applicable Schedule – ***Exhibit C.***

(b) Purchaser shall pay all taxes assessed by any taxing authority against Purchaser as the purchaser of Electric Power such as sales, consumption, and delivery taxes.

6. Metering.

(a) Power Provider shall provide, at its expense, metering equipment to measure all sales of Electric Power to Purchaser hereunder. The metering equipment for each Solar Power Facility shall be located at the point(s) set forth on the applicable Schedule and shall meet or exceed the standards applicable to meters approved for use by electric utilities in the Jurisdiction. Data retrieved from any such meter shall be delivered to Purchaser and shall serve as the basis for invoicing Purchaser for all delivered Electric Power. Purchaser may, at its own expense, install metering facilities on Purchaser's side of the Point(s) of Delivery.

(b) Power Provider's metering equipment shall be sealed and the seals shall be broken only upon occasions when the meters are to be inspected, tested or adjusted by Power Provider. Power Provider shall own the metering equipment that is used to measure sales hereunder, and shall be the only Party authorized to cause seals to be broken on such meters. Representatives of Purchaser shall be offered a reasonable opportunity to be present upon any occasion when the seals for such meters are to be broken. All testing of metering equipment shall be conducted by Power Provider, its Affiliate or agent. Power Provider may, from time to time , test the metering equipment for accuracy, at Power Provider's expense. At Purchaser's request, Power Provider will test the metering equipment; <u>provided</u>; <u>however</u>, if the metering equipment is found to be registering within two percent (2%) of the amount of Electric Power actually being delivered, the cost of such test shall be paid for by Purchaser.

(c) If any test of the metering of a Solar Power Facility establishes that the metering equipment is not accurate, Power Provider shall repair, replace or adjust the metering equipment at Power Provider's expense and shall make an appropriate adjustment in Purchaser's billing, for the entire period of inaccuracy of the meter measured from the date that the inaccuracy began; <u>provided</u>, such period shall not exceed one (1) year from the date such inaccuracy is determined. If such date cannot be determined to the reasonable satisfaction of both Parties, the billing adjustment shall be made for the last one-half of the period (not to exceed one (1) year) between the date of the last prior successful meter test and the date of the current test disclosing the inaccuracy.

(d) If either Party believes that there has been a meter failure or interruption, it shall immediately notify the other Party and in any event, to be effective and trigger the adjustment procedure in this Section 6(d), such notice must be delivered to the other Party no later than one (1) year after such failure or interruption. Should a meter be determined to have failed to operate at any time, the quantities of Electric Power to be billed for such period of meter failure will be equal to the average monthly quantity of Electric Power provided by Power Provider to Purchaser that was subject to such meter during the twelve (12) months preceding such failure or interruption, or for the entire period the Solar Power Facility generating such Electric Power has been in Commercial Operation if the period preceding such failure or interruption is less than twelve (12) months.

7. Contract Term; Early Termination by Power Provider.

(a) This Agreement shall be effective as of the Execution Date and shall remain in effect, unless sooner terminated in accordance with its terms, until the expiration of the Contract Term as outlined in ***Exhibit C***.

(b) Notwithstanding anything to the contrary set forth in this Agreement, Power Provider shall have the right, but not the obligation, to terminate this Agreement prior to expiration of the Contract Term at any time upon the occurrence of any of the following:

(i) an unstayed order of a court or administrative agency having the effect of subjecting the sales of Electric Power to federal or state regulation of prices and/or service;

(ii) a change in any law, rule or regulation that results or could result in a material adverse change in the financial benefits accruing to Power Provider under this Agreement and the Parties are unable, after good faith negotiations, to agree upon modifications to the terms of this Agreement acceptable to both parties;

(iii) an annual level of direct beam solar resource availability that is less than or equal to ninety percent (90%) of historical averages as measured by long-term weather data (minimum of five (5) years) collected at any Site;

(iv) the termination of any License prior to the expiration of the applicable Schedule Term(s) for any reason;

(v) if, as of the date that is one hundred eighty (180) days after the Execution Date, the conditions set forth in Section 10(a) have not been satisfied or waived by Power Provider in its reasonable discretion, and such failure is not a result of Power Provider's breach and are within Purchaser's reasonable control; or

(c) Upon the occurrence of an event described in Sections 7(b)(i) and 7(b)(ii), within thirty (30) days following receipt by Purchaser from Power Provider of written notice of such event, Purchaser and Power Provider shall meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to Power Provider. Such right shall be in addition to Power Provider's right to terminate this Agreement pursuant to Section 7(b).

(d) In the event that Power Provider terminates this Agreement pursuant to Section 7(b), this Agreement shall terminate without triggering the default provisions of this Agreement and with no liability of Power Provider to Purchaser except such amounts, if any, then due and owing under this Agreement as of the date of such termination and its indemnity obligations hereunder, all of which shall survive such termination or expiration of this Agreement. For the avoidance of doubt, any termination of this Agreement shall be deemed a termination of each Schedule. Any removal of the Solar Power Facility shall be completed at Power Provider's sole cost, within 60 days of the termination of this Agreement, and subject to and in accordance with all of the terms and conditions of of this Agreement regarding the installation and removal of the Solar Power Facility, including without limitation, the indemnities thereunder. Power Provider shall promptly repair and restore any damage to the Site or any improvements thereon, including without limitation roof and/or roof membrane, caused by such removal at Power Provider's sole cost and to Purchaser's reasonable satisfaction.

(e) Notwithstanding anything to the contrary set forth in this Agreement, Purchaser shall have the right, but not the obligation, to terminate this Agreement prior to expiration of the Contract Term at any time upon the occurrence of any of the following:

(i) an unstayed order of a court or administrative agency or a voluntary declaration by Power Provider or Guarantor of bankruptcy, liquidation, assignment for the benefit of creditors or dissolution and the failure by Power Provider's lender or other successor to assume and timely fulfill Power Provider's obligations hereunder;

ii) if, as of the date that is one hundred eighty (180) days after the Execution Date, the conditions set forth in Section 10(b) have not been satisfied or waived by Purchaser in its reasonable discretion, and such failure is not a result of Purchaser's breach and are within Power Provider's reasonable control; or

(iii) Purchaser sells or transfers the Site or discontinues operations at the Site.

In the case of termination under (c) (i) or (ii), Purchaser may, at its sole option, require Power Provider to remove of the Solar Power Facility in accordance with this Agreement or purchase the Solar Power Facility from Power Provider at its then fair market value. In the case of termination under (c)(iii), Purchaser shall purchase the Solar Power Facility from Power Provider in accordance with Section 24 below. In addition, Purchaser may sell or transfer the Site, subject to the terms of Section 14 of this Agreement, in which case all rights and obligations of Purchaser under this Agreement and the License shall be assigned and transferred to the transferee and Purchaser shall be released from any further obligation hereunder or under the License.

8. Purchaser's End of Schedule Term Options.

Subject to the terms of this Agreement, upon the expiration of a Schedule Term or termination of a Schedule by either Party, Purchaser may choose one of the following options by providing written notice to Power Provider of its intent between three hundred sixty-five (365) days and one hundred eighty (180) days prior to such expiration of the Schedule Term:

(a) Extension of Schedule Term. Provided no Event of Default by Purchaser has occurred and is continuing under this Agreement, unless such Event of Default has been waived in writing by Power Provider, Purchaser may, upon written notice to Power Provider at least 90 days prior to the end of the Initial Term or current Renewal Term, as applicable, extend the Schedule Term for an additional period of 5 year(s) (each, a "Renewal Term") and during any Renewal Term the terms and conditions of this Agreement shall remain in effect except that the rates and charges payable pursuant to Section 5 with respect to such Renewal Period shall be equal to the retail rate per kilowatt-hour charged by the Electric Distribution Company as of the first day of such Renewal Period purchase rates and charges payable under this Agreement modified to equal the then fair market renewal rate in continued use, as determined in Power Provider's sole discretion;

(b) Purchase of the Solar Power Facilities. Provided no Event of Default by Purchaser has occurred and is continuing under this Agreement, unless such Event of Default has been waived in writing by Power Provider, Purchaser may purchase all, but not less than all, of the Solar Power Facilities to which such expired Schedule Term, extension term, or terminated Schedule relates, on an as-is, where-is basis, at a purchase price equal to the then fair market value of such Solar Power Facilities in continued use. The fair market value shall be determined by two (2) qualified appraisers, one to be selected by Power Provider and one to be selected by Purchaser. Each appraiser shall act reasonably and in good faith to determine fair market value and shall set forth such determination in a written opinion delivered to the Parties. The appraisal values shall be averaged; provided, however, if the appraisal amounts vary by more than five percent (5%), the appraisers shall appoint a third qualified appraiser whose appraisal value shall govern. The determination of fair market value derived as above shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. The term "fair market value" for purposes of this Agreement means, with respect to any tangible asset or service, the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction.

or

(c) Removal of the Solar Power Facilities. Purchaser may require Power Provider to remove each Solar Power Facility (with the exception of mounting pads, other supporting structures and wiring and equipment located within roof and wall cavities and underground) to which such expired Schedule Term or terminated Schedule relates from the applicable Site by a mutually convenient date. Purchaser shall provide Power Provider with reasonable access to perform such removal. Any removal of the Solar Power Facility shall be completed at Power Provider's sole cost, within 60 days of termination, and subject to all of the terms and conditions of Section 2 of this Agreement, including the indemnities given therein which shall survive such termination. Power Provider shall promptly repair and restore any damage to the Site or any improvements thereon, including without limitation roof and/or roof membrane, caused by such removal at Power Provider's sole cost and to Purchaser's reasonable satisfaction.

If Purchaser timely exercises its option to purchase the Solar Power Facilities pursuant to Section 8(b), the closing of such purchase shall be in accordance with Section 23.

If Purchaser fails to timely make an election pursuant to this Section 8, the Schedule Term will end on the last day of the Initial Term or Renewal Term, as applicable. Notwithstanding anything to the contrary in this Agreement, at any time after the expiration of the Initial Term or Renewal Term and unless the Schedule Term is extended pursuant to Section 8(a), Power Provider shall have the right, subject to all terms and conditions of Section 2 of this Agreement, to terminate the applicable Schedule and remove each Solar Power Facility to which such Schedule relates upon providing Purchaser with at least one hundred eighty (180) days' notice.

9. Environmental Attributes.

(a) Notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, Power Provider shall own, and may assign or sell in its sole discretion but in each case subject to this Agreement and the License, all right, title and interest associated with or resulting from the development and installation of such Solar Power Facility or the production, sale, purchase or use of the Electric Power including, without limitation:

(i) all Environmental Incentives and all Environmental Attributes; and

(ii) the Reporting Rights and the exclusive rights to claim that: (A) the Electric Power was generated by such Solar Power Facility; (B) Power Provider is responsible for the delivery of the Electric Power to the Point(s) of Delivery; (C) Power Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the Electric Power and the delivery thereof to the Point of Delivery; and (D) Power Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.

(b) Purchaser shall not take any action or suffer any omission at any Site that would have the effect of impairing the value to the Power Provider of the Environmental Attributes and Environmental Incentives. Purchaser shall be solely responsible for notifying Power Provider of any action or omission that could impair such value and for consulting with Power Provider, at no additional expense to Purchaser, as necessary to prevent impairment of the value of Environmental Attributes and Environmental Incentives.

(c) Purchaser shall take all reasonable measures to assist Power Provider in obtaining all Environmental Incentives and Environmental Attributes currently available or subsequently made available in connection with the Solar Power Facilities, provided that Purchaser shall not be required to incur any cost or expense in connection therewith.

10. Conditions Precedent.

(a) The obligations of Power Provider under this Agreement to construct, install and operate any Solar Power Facility and to sell Electric Power generated by such Solar Power Facility to Purchaser shall be conditioned on the occurrence of all of the following conditions:

(i) Each applicable License shall have been executed by each Party and such License(s) shall be in effect;

(ii) Purchaser shall have provided Power Provider evidence of liability insurance coverage evidenced by a certificate of insurance naming Power Provider as an additional insured at the levels set forth in the applicable Schedule(s)];

(iii) Purchaser and Power Provider, as the case may be, shall have received all approvals, contracts, agreements, authorizations, consents, ratifications, waivers, exceptions, exemptions and permits from any governmental body or other third party, as Power Provider or Purchaser determines in its reasonable discretion are required for Power Provider to construct, install, operate and maintain such Solar Power Facility at each applicable Site, and to deliver the Electric Power, in each case without condition, or with conditions in form and substance acceptable to Power Provider or Purchaser in its reasonable discretion;

(iv) Purchaser and Power Provider, as the case may be, shall have received all governmental authorizations, exceptions, exemptions and permits needed in Power Provider's and Purchaser's reasonable judgment for Power Provider to sell Electric Power to Purchaser under this Agreement without material adverse economic, financial or other regulation, or with a degree of regulation that is acceptable to Power Provider in its reasonable discretion;

(v) Power Provider shall be satisfied with the results of such due diligence inquiries as it deems necessary or convenient to conduct with respect to the Purchaser (including Purchaser's credit condition), each applicable Site and any other matters that Power Provider reasonably deems appropriate;

(vi) Power Provider shall have obtained all (A) financing for the installation of such Solar Power Facility and (B) incentive credits for the operation of such Solar Power Facility, in each case, as Power Provider determines, in Power Provider's sole discretion, are acceptable;

(vii) No material adverse change in the tax or state rebate programs or other change in law that materially adversely impacts Power Provider's economic benefit under this Agreement;

(viii) The Power Provider shall have received executed copies of all agreements and applications that, in Power Provider's reasonable discretion, are required for Utility interconnection and Net Metering as a Customer Generator for the Solar Power Facilities, including without limitation, the Interconnection and Net Metering agreements and applications;

(ix) The representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects when made and as of the date that all other conditions precedent set forth in this Section 10 have been satisfied; and

(x) The Power Provider shall have received such certifications from Purchaser's officers and legal counsel as Power Provider may reasonably request with respect to the satisfaction of this Section.

(b) The obligations of Purchaser to purchase Electric Power under this Agreement shall be conditioned on the satisfaction of all of the following conditions:

(i) Each applicable License shall have been executed by each Party and such License(s) shall be in effect;

(ii) Power Provider shall have procured, in form and substance reasonably satisfactory to Purchaser, and provided evidence to Purchaser in the form of certificates, of such property damage and liability insurance coverage at the levels set forth in the applicable Schedules and naming Purchaser as additional insured;

(iii) Purchaser and Power Provider, as the case may be, shall have received all approvals, contracts, agreements, authorizations, consents, ratifications, waivers, exceptions, exemptions and permits from any governmental body or other third party, as Power Provider or Purchaser determines in its reasonable discretion are required for Power Provider to construct, install, operate and maintain such Solar Power Facility at each applicable Site, and to deliver the Electric Power, in each case without condition, or with conditions in form and substance acceptable to Power Provider or Purchaser in its reasonable discretion;

(iv) Purchaser and Power Provider, as the case may be, shall have received all governmental authorizations, exceptions, exemptions and permits needed in Power Provider's and Purchaser's reasonable judgment for Power Provider to sell Electric Power to Purchaser under this Agreement without material adverse economic, financial or other regulation, or with a degree of regulation that is acceptable to Power Provider in its reasonable discretion;

(v) Purchaser shall be satisfied with the results of such due diligence inquiries as it deems necessary or convenient to conduct with respect to the Power Provider and Guarantor (including Power Provider's and Guarantor's credit condition), and any other matters that Purchaser reasonably deems appropriate;

(vi) Power Provider shall have obtained all (A) financing for the installation of such Solar Power Facility and (B) incentive credits for the operation of such Solar Power Facility, in each case, as Power Provider determines, in Power Provider's sole discretion, are acceptable;

(vii) The Purchaser shall have received executed copies of all agreements and applications that, in Power Provider's reasonable discretion, are required for Utility interconnection and Net Metering as a Customer Generator for the Solar Power Facilities, including without limitation, the Interconnection and Net Metering [we need a copy of this agreement] agreements and applications;

(vii) The representations and warranties of Power Provider set forth in this Agreement shall be true and correct in all material respects when made and as of the date that all other conditions precedent set forth in this Section 10 have been satisfied;

(ix) The Purchaser shall have received such certifications from Power Provider's officers and legal counsel as Purchaser may reasonably request with respect to the satisfaction of this Section;

(x) The Purchaser shall have received the fully executed Guaranty from Guarantor in form and substance satisfactory to Purchaser;

and

(xi) The representations and warranties of Power Provider set forth in this Agreement shall be true and correct in all material respects when made and as of the date that all other conditions precedent set forth in this Section 10 have been satisfied.

11. Billing and Payment.

(a) With respect to each Schedule, Power Provider shall provide Purchaser an invoice for Electric Power delivered to Purchaser pursuant to such Schedule during the previous calendar month and for any other charges due and payable to Power Provider under this Agreement. If the Acknowledgement Date for such Schedule occurs on a day other than the first day of a calendar month, Power Provider shall provide Purchaser an invoice for Electric Power delivered to Purchaser during the period between such Acknowledgement Date and the last day of the calendar month that includes the Acknowledgement Date.

(b) Without offset for any amount owed to or claimed to be owed by Power Provider, Purchaser shall pay each invoice within thirty (30) days after receipt thereof.

(c) Except as provided in Section 6(c), in the event Purchaser disputes any element of an invoice, written notice of any dispute with respect to any invoice shall be made within sixty (60) days after Purchaser's receipt of such invoice. If Purchaser fails to provide Power Provider with written notice of a dispute regarding an invoice within such sixty (60) day period, it shall thereafter be precluded from disputing said invoice except as provided in Section 6(c) or in cases of gross negligence or willful misconduct by Power Provider.

(d) If Purchaser shall fail to make any payment required by this Agreement when due, excluding disputed portions of invoices, the amount unpaid shall bear interest at the Interest Rate from the date first due until the obligation is discharged. If the due date of any payment falls on a Sunday or bank holiday, the next business day following the due date shall be the last day on which payment can be made without assessment of interest. All overpayments shall be retained by Power Provider and applied to the following month's invoice, and Power Provider shall promptly return all overpayments not so applied upon the termination or expiration of this Agreement.

12. Ownership of and Title to Solar Power Facilities and Other Property Rights.

(a) Notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, Power Provider shall at all times retain title to and be the legal and beneficial owner of such Solar Power Facility and all alterations, additions or improvements made thereto and replacements thereof by Power Provider, and such Solar Power Facility shall remain the property of Power Provider or Power Provider's assigns. Power Provider shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to any Solar Power Facility in order to protect its rights in such Solar Power Facility. Purchaser shall be entitled to file terminations of such financing statements and fixture filings in the event it exercises its purchase option in Section 24 hereof or in the event of termination of this Agreement. In no event shall anyone claiming by, through, or under Purchaser (including but not limited to any present or future mortgagee of a Site) have any rights in or to any Solar Power Facility at any time. Purchaser acknowledges and agrees that Power Provider may be required to grant or cause to be granted to a lender a security or ownership interest in any Solar Power Facility and Purchaser expressly disclaims and waives any rights it may have in such Solar Power Facility, at any time and from time to time, pursuant to this Agreement, at law or in equity.

(b) The parties specifically acknowledge and agree that Power Provider shall be the owner of each Solar Power Facility for federal income tax purposes, and in that connection, shall be entitled to the depreciation deductions associated with each Solar Power Facility as well as any tax credits or other tax benefits provided under the Code to which such owner of the Solar Power Facility may be entitled.

(c) Nothing in this Agreement shall be construed to convey to Purchaser a lease or other right to trademarks, copyrights, technology or other intellectual property of Power Provider.

(d) Notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Solar Power Facility or any interest therein. Purchaser also shall pay promptly before a fine or penalty may attach to any Solar Power Facility any taxes, charges or fees of whatever type of any relevant governmental authority for which Purchaser is responsible. If Purchaser breaches its obligations under this Section 12, it shall immediately notify Power Provider in writing, shall promptly cause such liens to be discharged and released of record without cost to Power Provider, and shall indemnify Power Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens or resulting from the enforcement of such liens.

(e) Notwithstanding any Solar Power Facility's presence on a Site and method of attachment thereto, Power Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanic's, labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to such Site or any personal or real property of Purchaser or any interest therein. Purchaser also shall pay promptly before a fine or penalty may attach to the Site or any personal or real property of Purchaser or any interest therein, any taxes, charges or fees of whatever type of any relevant governmental authority for which Power Provider is responsible. If Power Provider breaches its obligations under this Section 12, it shall immediately notify Purchaser in writing, shall promptly cause such liens to be discharged and released of record without cost to Purchaser, and shall indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens or resulting from the enforcement of such liens.

(f) Notwithstanding anything herein to the contrary, the provisions of subsection (a) through (d) of this Section are subject to Purchaser's purchase option under Section 24 of this Agreement.

13. Damage.

(a) If the Site shall be damaged by fire or other cause in a manner that materially interferes with Power Provider's ability to install, maintain or operate any Solar Power Facility (a "Casualty"), Purchaser shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effect a satisfactory settlement with any insurance company involved) repair such damage to the Site and restore the damaged portions of the Site (including those portions thereof reasonably necessary for the installation, maintenance and operation of each Solar Power Facility by Power Provider) to as near their condition prior to the Casualty as is reasonably practicable, subject to such modifications as may be reasonably required by the application of current building codes (the "Restoration"), at Purchaser's sole expense (but limited in cost to the amount received by Purchaser from insurance proceeds plus such additional amounts, if any, that Purchaser elects to pay for such Restoration). Within sixty (60) days following the date of such Casualty, Purchaser shall advise Power Provider of Purchaser's contractor's reasonable estimate of the time required to complete the Restoration. Unless otherwise agreed by the Parties, such Restoration shall not include repair to the Solar Power Facility. Notwithstanding the foregoing, in the event that such damage results from the gross negligence or willful misconduct of Power Provider or any of its Agents, contractors or sub-contractors or any of their respective employees, Power Provider shall promptly pay to Purchaser all costs and expenses of such repair and restoration. In addition, Purchaser shall have all rights available to it at law or equity.

(b) In the event, in the reasonable judgment of Power Provider, a Restoration will not or cannot be substantially completed within one hundred eighty (180) days following the date of the Casualty, or in the event the Casualty occurs during the last year of the Schedule Term and the time reasonably estimated for the Restoration exceeds ninety (90) days, then either Party may terminate the applicable Schedule by delivery of written notice to the other Party within thirty (30) days following the Casualty. If either Party terminates the applicable Schedule pursuant to this Section 13(b), such Party may request and each Party shall use best efforts to furnish an alternate Site or Sites for the installation of comparable Solar Power Facilities pursuant to a Schedule reasonably acceptable to the Parties.

(c) Notwithstanding anything herein to the contrary, Purchaser may, but shall not be required to, fund, , rebuild, replace, or repair any property owned by Power Provider, including, without limitation, any Solar Power Facility in which event Power Provider shall promptly reimburse Purchaser for all costs and expenses incurred in connection therewith Power Provider shall be solely responsible for and shall promptly repair, rebuild or replace any such property to the extent required to provide the Electric Power to Purchaser hereunder and to otherwise comply with this Agreement.

(d) If a Casualty occurs and the applicable Schedule is not terminated pursuant to Section 13(b), Purchaser shall use commercially diligent efforts to complete the Restoration within the time estimated therefore by Purchaser and its contractor and communicated to Power Provider (the "Estimated Restoration Period"). If Purchaser has not substantially completed the Restoration on or before the ninetieth (90^{th}) day after the last day of the Estimated Restoration Period, which date is subject to extension of up to thirty (30) days for Force Majeure events (the "Outside Restoration Delivery Date"), Power Provider may thereafter, but prior to substantial completion of the Restoration, give written notice within ten (10) business days after the Outside Restoration Delivery Date to Purchaser of Power Provider's desire to terminate the applicable Schedule. If Purchaser has not substantially completed the Restoration within thirty (30) days after Purchaser's receipt of such notice, Power Provider shall have the right, in its sole discretion but without obligations, and without limiting any other remedies available to Power Provider in this Agreement, the applicable Schedule or at law or equity, to terminate this Agreement at any time thereafter, but prior to substantial completion of the Restoration. If Power Provider terminates the Agreement subject to Section 13(b) or 13(d), Power Provider may at its sole discretion but is not required to remove the Solar Power Facilities at its cost. If Power Provider fails to remove the Solar Power Facilities within sixty (60) days after the expiration of such period, the Solar Power Facilities shall be deemed abandoned by Power Provider, shall become the property of Purchaser, and Purchaser may retain or remove and dispose of the Solar Power Facilities as it determines in its sole judgment.

14. Assignment.

(a) Purchaser shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Power Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser may assign this Agreement and its rights and obligations hereunder in connection with the sale or lease of the Site or the business operated by Purchaser at the Site, provided that the assignee is financially sound and capable of performing Purchaser's obligations under this Agreement, as determined by Power Provider, or to an Affiliate or subsidiary of Purchaser, in each case without Power Provider's prior consent. Power Provider may assign any or all of its rights or obligations under this Agreement without Purchaser's consent, including without limitation to any Affiliate of Power Provider, and/or to any lender or lessor providing financing to Power Provider or any of Power Provider's Affiliates for the Solar Power Facility at the Site("Lender/Lessor"); provided, that, Power Provider shall give notice to Purchaser of any such assignment as soon as practicable thereafter and provided further that Guarnator's Guaranty shall remain in full force and effect after any such assignment. If Power Provider collaterally assigns this Agreement or its rights hereunder to a Lender or Lessor, Purchaser shall execute any consents reasonably required by such Lender/Lessor in form and substance acceptable to Purchaser and Lender/Lessor to effect an assignment of the Agreement as collateral, If Power Provider assigns this Agreement to an entity other than a Lender/Lessor, such assignee shall be financially sound and capable of performing Power Provider's obligations under this Agreement, as reasonably determined by Purchaser, and an experienced owner/operator of solar electric systems. Any purported assignment made in violation of this Section 14(a) shall be deemed void.

(b) With respect to an assignment by Power Provider to a Lender/Lessor in accordance with Section 14(a), Purchaser and Power Provider acknowledge and agree that, upon receipt of written notice and direction by any Lender/Lessor of Power Provider that Power Provider is in default under its financing agreements with Lender/Lessor, and notwithstanding any instructions to the contrary by Power Provider, Purchaser shall (i) make any and all payments due and owing by Purchaser under this Agreement directly to Lender/Lessor, and (ii) tender performance of any and all other covenants by Purchaser under this Agreement to and for the benefit of Lender/Lessor and as the Lender/Lessor may direct in the future. Furthermore, if directed in writing by Lender/Lessor, Purchaser will recognize such Lender/Lessor, or any third party to whom such Lender/Lessor has reassigned the rights of Power Provider under this Agreement, as the proper and lawful provider of power under this Agreement and fully entitled to receive payments with respect thereto and possessing all other rights of the Power Provider hereunder so long as such Lender/Lessor (or its assignee or designee) performs the obligations of Power Provider hereunder. Purchaser shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender/Lessor which Purchaser shall in good faith believe to be genuine. Purchaser shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

(c) Purchaser shall use reasonable efforts to notify Lender/Lessor of a default by Power Provider under this Agreement; provided, however that a failure by Purchaser to notify Lender/Lessor shall not limit, delay or prevent the exercise by Purchaser of its rights and remedies hereunder with respect to such default. Lender/Lessor shall have the same amount of time as Power Provider, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any non-monetary default, to cure any default by Power Provider under the Agreement; provided, that, in no event shall Lender/Lessor be obligated to cure any such default.

15. Confidentiality.

(a) Unless expressly approved by a Party or otherwise expressly permitted under this Agreement, the other Party shall not use, or permit others to use, such Party's or its Affiliates' name, brand or logo in any documentation, advertising or marketing materials or other public displays.

(b) It may be necessary for each Party to provide the other Party information necessary to permit performance of their respective obligations hereunder. The Parties agree that the terms of this Agreement and all information including cost estimates, financial and other information provided by the other Party, which is clearly marked as confidential or proprietary, will be held in strict confidence to the extent allowed by the State of New York, and upon the expiration or earlier termination of this Agreement, the Parties and their respective officers, employees, agents, advisors and representatives, will continue to hold such information in confidence and will promptly return such confidential documents provided by the other Party. The Parties' obligations to treat such information as confidential shall terminate at the expiration of five (5) years from the termination of this Agreement. Nothing in this Agreement shall limit either Party's use or disclosure of information which:

(i) is generally known or available on an unrestricted basis to the public or becomes so known or available on an unrestricted basis through no fault of the receiving Party;

(ii) is in the receiving Party's possession without restriction as to its use or disclosure prior to its receipt from the disclosing Party;

(iii) is acquired by the receiving Party on an unrestricted basis from any third party; provided; that, the disclosing Party does not know or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by the disclosing Party, that such information was acquired under an obligation of confidentiality;

(iv) information that was developed by or for the receiving Party independently of and without reference to the information of the disclosing Party; or

(v) is required to be disclosed by any governmental authority, including the Securities and Exchange Commission, or court or administrative agency with appropriate jurisdiction in the circumstances; provided, that, at the expense of the Party that desires to maintain nondisclosure, the Party immediately affected by such a requirement will use reasonable commercial efforts to challenge such requirement or to secure a protective order limiting further or greater disclosure in the circumstances.

(c) The Parties agree that in the event a Party breaches its obligations under this Section 15, the non-breaching Party shall be entitled to such relief as may be available at law or equity.

16. Events of Default; Remedies.

(a) The occurrence of any of the following events shall constitute an "Event of Default":

(i) a Party's failure to make any payment required by this Agreement within ten (10) business days after receipt of written notice from the other Party that a payment which is due has not been received;

(ii) a Party's failure to observe and perform any other material obligation under this Agreement and continuance of such failure for a period of thirty (30) days after receipt of written notice specifying the nature of such default and demanding that it be remedied unless the nature of the default is such that it cannot reasonably be cured within 30 days in which case the defaulting Party shall have such additional time as is reasonably necessary to cure such default, not to exceed 60 days, so long as it is diligently pursuing such cure;

(iii) a Party's material breach of any License which is not cured within any applicable notice and cure period;

(iv) a Party's filing, or consent by answer or otherwise to the filing against a Party of, a petition for relief, reorganization, or arrangement or any other petition in bankruptcy, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction;

(v) a Party's general assignment for the benefit of creditors or consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its properties;

(vi) a Party is adjudicated insolvent, liquidated, dissolved, or ceases doing business;

(vii) a court or other governmental authority of competent jurisdiction shall enter an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to a Party or any substantial part of any of its properties; or an order for relief shall be entered in any case or proceeding for liquidation or reorganization, or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to that Party or ordering the dissolution, winding-up or liquidation of the Party; or a petition for such relief is filed against a Party and not dismissed or stayed within sixty (60) calendar days; or

(viii) a Party's material representation made in this Agreement is not correct and true in any material respect, and such breach is not cured within thirty (30) days after receipt of notice from the non-defaulting Party.

(b) Upon the occurrence of an Event of Default (i) if the non-defaulting Party is Power Provider, Power Provider shall have the right to terminate this Agreement and (ii) if the non-defaulting Party is Purchaser, Purchaser shall have the right to (A) terminate each Schedule to which such Event of Default relates (in the case of an Event of Default arising from the occurrence of an event set forth in Section 16(a)(i)-(iii)), and (B) terminate this Agreement (in the case of an Event of Default arising from the occurrence of an event set forth in Sections 16(a)(iv)-(viii)), in each case upon written notice of such termination to the defaulting Party, and shall, irrespective of its exercise of such election to terminate, have any other remedies that may be available to it at law or in equity, subject only to the provisions of Section 17. For the avoidance of doubt, any termination of this Agreement shall be deemed a termination of each License and Schedule, and in the event there is only one Schedule to this Agreement, any termination of such Schedule shall be deemed a termination of this Agreement and License. If Purchaser is in default as a result of nonpayment of any amount due to the Power Provider, then in addition to any other remedy available to the Power Provider, Power Provider may sell Electric Power that would otherwise have been sold to Purchaser to the Utility or any other third party for the duration of the default and for a reasonable time thereafter to allow Power Provider to terminate delivery to the third party and to restore delivery to the Purchaser.

(c) If either Party terminates this Agreement as a result of an Event of Default by the other Party, Power Provider shall promptly remove all of the Solar Power Facilities in accordance with the terms of this Agreement regardless of their method of attachment.

(d) The Parties agree that if either Party terminates this Agreement as a result of an Event of Default by the other Party, the non-defaulting Party may pursue all remedies available to it at law or in equity.

(e) Upon the termination of a Schedule or the expiration of a Schedule Term, Power Provider shall remove from the applicable Site in accordance with the terms of this Agreement and no later than sixty(60) days after such expiration or termination the applicable Solar Power Facility(ies) (with the exception of mounting pads, other supporting structures and wiring and equipment located within roof and wall cavities and underground) that (i) are described in such expired or terminated Schedule and (ii) are not purchased by Purchaser upon such expiration or termination. Purchaser shall provide Power Provider with reasonable access to perform such removal.

17. Limitations of Liability.

Except as otherwise provided in this Agreement or if an express remedy or calculation of liability is provided in this Agreement, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

18. Force Majeure.

(a) Neither Party shall be deemed to be in breach of this Agreement and no Event of Default shall be deemed to occur under this Agreement to the extent that such Party's delay or failure in the performance of its obligations under this Agreement (other than the obligation to pay money) is due to an event of Force Majeure.

(b) The Party claiming an event of Force Majeure shall (i) give the other Party reasonably prompt written notice describing the particulars of the occurrence; (ii) suspend performance for no greater scope and no longer duration than is required by the event of Force Majeure; (iii) use its reasonable commercial efforts to remedy its inability to perform; and (iv) when able to resume performance of its obligations under this Agreement, give the other Party written notice to that effect.

19. Legal Effect of Contract.

(a) Without limiting the applicability of any other provision of the U.S. Bankruptcy Code as amended (the "Bankruptcy Code"), the Parties acknowledge and agree that (i) this Agreement constitutes a "forward contract" as defined in Section 101 (25) of the Bankruptcy Code, (ii) Purchaser and Power Provider are forward contract merchants, (iii) that the rights of the Parties under the termination provisions of this Agreement will constitute contractual rights to liquidate transactions hereunder, (iv) that any payment related thereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code, and (v) that the Parties are entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.

(b) The Parties acknowledge and agree that, for accounting or tax purposes, this Agreement is not and shall not be construed as a lease and, pursuant to Section 7701(e)(3) of the Code, this Agreement is and shall be deemed to be a service contract with respect to the sale to the Purchaser of electric energy produced at an alternative energy facility.

20. Indemnification; Insurance.

(a) Subject to Section 17, and to the extent allowed by law, each Party (each, an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its employees, directors, officers, managers, members, shareholders, subsidiaries and agents (each, an "Indemnified Party") from, against and in respect of all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages, fines or demands (including the costs, expenses and reasonable attorneys' fees on account thereof) arising out of or related to the Indemnifying Party's (i) material breach of any covenant, obligation, representation, or warranty set forth in this Agreement and/or (ii) negligence or willful misconduct. In addition, Power Provider shall indemnify and hold Purchaser, and its employees, directors, officers, managers, members, shareholders, subsidiaries and agents harmless from and against all liabilities, losses, lawsuits, penalties, claims, settlement payments, costs and expenses, interest, awards, judgments, damages (including damage or destruction to real or personal property), death or injury, fines or demands (including Attorneys' Fees on account thereof) arising out of or related to (a) the performance of any of Power Provider's obligations hereunder or under the License, including without limitation, the installation, operation, maintenance, repair, replacement or removal of the

Solar Power Facilities, (b) the Electric Power delivered under the Solar Services Agreement to the Point of Delivery and (c) the violation by Power Provider of any Law applicable to Power Provider or the Solar Power Facilities excluding, in each case any claim to the extent caused by or attributable to its gross negligence or willful misconduct of any Purchaser Indemnitee or any breach by Purchaser of any of its obligations hereunder. An Indemnified Party shall notify the Indemnifying Party promptly of any written claims or demands against the Indemnified Party from a third party for which the Indemnifying Party is responsible hereunder. The foregoing indemnity shall be in addition to and not in lieu of any other indemnity obligations provided by law. The indemnity provided in this Section 20(a) also shall apply to the successors and permitted assigns of the Indemnified Party. This Section 20(a) shall survive the expiration or termination of this Agreement.

(b) Each Party shall maintain, at its sole expense, the insurance coverage set forth on the Schedules

21. Representations and Warranties.

(a) Each Party represents and warrants that it is, and during the term of this Agreement shall remain, duly organized, validly existing and in good standing under the laws of its state of organization.

(b) Each Party represents that it has the power and authority to execute and deliver this Agreement, perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) Each Party represents and warrants that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized by all necessary action.

(d) Each Party represents and warrants that this Agreement has been duly and validly executed and delivered and constitutes the valid, legal and binding obligation of such Party enforceable in accordance with its terms.

(e) Each Party represents and warrants that neither the execution and delivery of this Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents or any other applicable law or regulation.

(f) Each Party represents and warrants that, to such Party's knowledge, no approvals, contracts, agreements, authorizations, consents, ratifications, waivers, exceptions, exemptions and permits from any governmental body or other third party, other than those which have been previously obtained or disclosed in writing to the other Party or those described on the Schedule(s), is required in connection with the due authorization, execution and delivery of this Agreement by such Person or the performance of such Party of its obligations hereunder which such Party has reason to believe that it will be unable to obtain in due course.

(g) Each Party represents and warrants that it is not in violation of any applicable law or any judgment entered by any federal, state or local governmental authority, which violations or judgments, individually or in the aggregate, would reasonably be expected to have a material adverse effect on that Party's ability to perform its obligations under this Agreement or the transactions contemplated hereby.

(h) Each Party represents and warrants that there are no actions, suits, governmental investigations or inquiries, or proceedings pending, or to each Party's knowledge threatened, against it or any of its businesses that, if determined adversely to it, would reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

(i) Each Party represents and warrants that it is solvent and there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it or, to its knowledge, threatened against it.

(j) Except as previously disclosed to the other Party in writing, each Party represents and warrants that it is not a "foreign person" or (only with respect to Power Provider) "tax-exempt entity" (as such terms are defined in Section 168(h) of the Code), and such Party will not assign, subcontract or otherwise transfer its rights under this Agreement to a "foreign person" or (only with respect to Power Provider), a "tax-exempt entity" as defined in Section 168(h) of the Code.

(k) Each Party represents and warrants that, to such Party's knowledge, there are no facts, circumstances or other matters that may interfere with or delay the construction and installation of any Solar Power Facility, except as have been disclosed in writing to the other Party.

(l)

(m) Each Party represents and warrants that the execution, delivery and performance of this Agreement does not and will not during the term of this Agreement, violate, breach or conflict with any other agreement to which it is a party, including its agreements with creditors, lessors, mortgagees, other electric utilities, or energy suppliers.

(n) POWER PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING, POWER PROVIDER SHALL OBTAIN AND ENFORCE (IN ITS REASONABLE JUDGMENT) ALL EQUIPMENT, MANUFACTURER AND OTHER WARRANTIES WITH REPSECT TO THE SOLAR POWER FACILITY AND ALL PARTS AND COMPONENTS THEREOF AND SHALL ASSIGN THE SAME TO PURCHASER IN THE EVENT PURCHASER EXERCISES ITS RIGHT TO PURCHASE THE SOLAR POWER FACILITY HEREUNDER.

(o) PURCHASER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

22. Notices.

All notices, requests, demands, invoices or other communications given, delivered or made under this Agreement shall be in writing and will be delivered by personal delivery, registered or certified mail, in each case, return receipt requested and postage prepaid, or nationally recognized overnight courier, to the address for notices set forth on the signature pages hereto and, in the case of Purchaser, to the following:

For Purchaser:

For Power Provider:

A Party may change the address shown on its signature page hereto upon ten (10) days' prior written notice given in accordance with this Section 22.

23. Purchaser's Option to Purchase; Closing of Purchase of Solar Power Facility.

A purchase of a Solar Power Facility by Purchaser pursuant to this Agreement shall close within sixty (60) days after the date on which Purchaser exercises its option to purchase such Solar Power Facility pursuant to this Section 24, Section 8(b) or any other applicable provisions of this Agreement. Purchaser shall pay to Power Provider an amount equal to the purchase price determined in accordance with this Agreement in cash at the closing. On the Power Provider's receipt of such purchase price, all right, title and interest to the purchased Solar Power Facility, all warranties applicable thereto, all licenses, permits and approvals with respect thereto (to the extent that the same are assignable), all plans, specifications, and drawings related thereto, and copies of all documents, notices and performance history related to the Solar Power Facility shall be transferred to Purchaser by Power Provider free and clear of all liens and encumbrances and claims of others, in "as-is, where-is" condition and Power Provider shall execute all documents, including a bill of sale and an assignment of applicable warranties, necessary to transfer all such right, title and interest to Purchaser free and clear of all liens, encumbrances and claims of others, on an as-is, where-is basis.

24. Miscellaneous.

(a) Amendments. Changes in, or additions to this Agreement or to any Schedule may only be by a writing executed by each of the Parties.

(b) Waivers. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. No waiver of any provision of this Agreement shall be effective unless in writing signed by the waiving Party.

(c) Governing Law. This Agreement shall be deemed a contract made under the laws of Minnesota and, together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of Minnesota without reference to its principles of conflicts of laws.

(d) Choice of Forum. Each Party irrevocably and unconditionally: (i) agrees that any suit, action, or other legal proceeding arising out of the Agreement shall be brought exclusively in the federal or state courts located in the District or County where the Solar Power Facilities are located; (ii) consents to the jurisdiction of any such court or arbitration panel in any such suit, action or proceeding; and (iii) waives any objection which such Party may have to the laying of venue of any such suit, action, or proceeding.

(e) Waiver of Jury Trial. The Parties hereby knowingly, voluntarily, and intentionally waive any rights they may have to a jury trial in respect of any litigation based hereon or arising out of, under, or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether oral or written), or actions of the Parties with respect hereto.

(f) Entire Agreement. This Agreement consists of this Solar Services Agreement, each of the Schedules attached hereto from time to time and the final License Agreement executed by the Parties and substantially in the form of Annex A (Form of License). All Schedules shall be incorporated into this Agreement by reference and shall be deemed to be an integral part of this Agreement.

(g) Merger. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements between the Parties with respect to the subject matter hereof.

(h) Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

(i) Survival of Provisions. Any obligation of the Parties relating to monies owed, limitations on liability, indemnity and actions, and confidentiality, shall survive termination or expiration of this Agreement.

(j) Third Party Beneficiaries. Nothing in this Agreement shall provide any benefit to any third party (other than the Lender pursuant to Section 14(b)) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

(k) No Partnership. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

(l) Interpretation. In this Agreement:

(i) The captions and Section headings used herein are for convenience and reference only and shall not have any effect on the construction of this Agreement;

(ii) All pronouns as used in this Agreement shall be deemed to refer to the singular, plural, masculine, feminine and neuter genders as the context requires or permits;

(iii) The terms "hereof," "herein," "hereto," "hereunder" and words of similar or like import refer to this entire Agreement and not any particular Section, Schedule, Exhibit or other subdivision of this Agreement;

(iv) Unless otherwise provided, references to a particular "Section," "Schedule" or "Annex" are references to that Article or Section of, or Schedule or Annex to, this Agreement;

(v) The words "include," "includes" and "including" shall be deemed to be followed by "without limitation" or "but not limited to";

(vi) All capitalized terms used but not defined in any Schedule shall have the meaning set forth in this Agreement;

(vii) Each Schedule will be deemed to incorporate all of the provisions of this Agreement; and

(viii) If a provision in a Schedule conflicts with a provision in this Agreement, the provision of this Agreement will prevail unless the Schedule specifically states that the provision in the Schedule will prevail.

(m) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same agreement. Signatures transmitted electronically by .pdf or facsimile shall be binding for all purposes hereof.

(n) Joint Preparation. This Agreement has been negotiated by all Parties hereto with the assistance and input of their respective attorneys, and therefore no ambiguity herein shall be construed for or against any Party based upon the identity of the author of this Agreement or any portion hereof.

(o) Tax Matters. Notwithstanding any provision to the contrary under this Agreement, neither Purchaser nor any party related to Purchaser shall receive any financial benefit if the operating costs of the Solar Power Facilities are less than the standard of performance and/or operation set forth in this Agreement within the meaning of Section 7701(e)(4)(A)(iii) of the Code. The Parties acknowledge and agree that this Agreement is not and shall not be construed as a capital lease and, pursuant to Section 7701(e) (3) of the Internal Revenue Code, this Agreement is and shall be deemed to be a service contract with respect to the sale to the Purchaser of electric energy produced at an alternative energy facility.

(p) Article 2A Waiver. The Parties acknowledge and agree that this Agreement is not and shall not be construed as a lease under Article 2A of the Uniform Commercial Code ("UCC") and this Agreement is and shall be deemed to be a service contract with respect to the sale to Purchaser of electric energy produced at an alternative energy facility. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THIS AGREEMENT IS CONSTRUED AS A LEASE UNDER ARTICLE 2A OF THE UCC, PURCHASER HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE AND POWER PROVIDER HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSOR BY ARTICLE 2A OF THE UCC.

(q) Binding Effect. The terms and provisions of this Agreement, and the respective rights, privileges, duties and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

(r) Treatment of Additional Amounts. The Parties acknowledge and agree that any amounts payable by the Purchaser as a result of the Purchaser's default shall constitute liquidated damages and not penalties. The Parties further acknowledge that in each case (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified hereunder bear a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by the Power Provider as the case may be, and (iii) the Parties are sophisticated business parties and have been represented by sophisticated and able legal and financial counsel and negotiated this Agreement at arm's length.

(s) No Recourse to Affiliates or Persons. Except for the Guaranty from Guarantor, this Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. Except with respect to Guarantor pursuant to the Guaranty, no Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

(t) Cooperation with Financing. Purchaser acknowledges that Power Provider may be financing the Solar Power Facilities and Purchaser agrees that it shall reasonably cooperate with Power Provider and its financing parties in connection with such financing, including (i) the furnishing of such information, (ii) the giving of such certificates, and (iii) and other matters as Power Provider and its financing parties may reasonably request; provided, that the foregoing undertaking shall not obligate Purchaser to incur any cost or expense, change any rights or benefits, or increase any burdens, liabilities or obligations of Purchaser, under this Agreement and any document to be executed by or on behalf of Purchaser shall be in form and substance mutually acceptable to Purchaser and Lender/Lessor.

(u) Estoppel. Either Party hereto, without charge, at any time and from time to time, within ten (10) business days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party:

(i) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(ii) Whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

(iii) Such other information as may be reasonably requested by a Party hereto.

Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

(v) It is the intention of Power Provider to offer this same master services agreement to other public entities in New York and within the PJM grid.

IN WITNESS WHEREOF, the undersigned have each caused this Solar Services Agreement to be duly executed as of the date first above written.

PURCHASER: City of Roseville	POWER PROVIDER: **Sundial or Affiliate**, LLC
By:_______________________________	By:_______________________________
Name:_____________________________	Name:_____________________________
Title:_____________________________	Title:_____________________________
Address: 2660 Civic Center Dr Roseville, MN 55113	Address:

EXHIBIT A

PV SYSTEM LOCATION AND SIZE

PV System Location: 2661 Civic Center Dr. Roseville, MN 55113

System Size: 300kw DC nameplate

Aerial Image with approximate location of Solar Facilities:

Exhibit B

Solar Facilities Energy Production

System Size: 300kw
Efficiency: 1,200kwh/kw
Estimated System Production: 360,000 in Year 1

Estimated energy production is based on published National Renewable Energy Labs (NREL) data for a Typical Meteorological Year (TMY) for this area. Production estimates are specific to this Facility and this site. Variations from TMY are to be expected for any given year.

Estimated Annual System Degradation: 0.5%

Year	Energy (kwh/yr)
Year 1	360,000
Year 2	358,200
Year 3	356,409
Year 4	354,627
Year 5	352,854
Year 6	351,090
Year 7	349,335
Year 8	347,589
Year 9	345,852
Year 10	344,123
Year 11	342,403
Year 12	340,691
Year 13	338,988
Year 14	337,294
Year 15	335,608
Year 16	333,930
Year 17	332,261
Year 18	330,600
Year 19	328,947
Year 20	327,303

Exhibit C

Power Purchase Agreement rate for energy delivered by Solar Facilities

Term: 20 years
Buyout Option: At FMV starting in Year 7.
Xcel Energy Average Blended rate for grid energy at this property: $0.108/kwh
Xcel Energy Capacity Credit rate: $5.15/kw per month = approximately $0.055/kwh.
Combined Blended rate plus Capacity Credit: $0.163/kwh
PPA rate base: Starts at $0.140/kwh for Year 1
Estimated savings Year 1 (combined rate minus PPA rate): 21.3%
Annual Rate Escalation: Historic Xcel Energy: 3.35% / PPA: 2.75%
.

Year	PPA Rate ($/kwh)
1	0.14
2	0.143
3	0.147
4	0.151
5	0.156
6	0.16
7	0.164
8	0.169
9	0.173
10	0.178
11	0.183
12	0.188
13	0.193
14	0.199
15	0.204
16	0.21
17	0.216
18	0.222
19	0.228
20	0.234

Exhibit D

INSURANCE REQUIREMENTS

Power Provider Insurance: At all times relevant to this Agreement, Power Provider shall maintain (or shall cause its Contractors to maintain), with a company or companies licensed or qualified to do business in the State of Minnesota, workers' compensation insurance in compliance with appropriate federal and State laws, employers liability insurance with limit of not less than $1,000,000 per accident or disease for each employee, and commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions or this Agreement, with limits of not less than $2,000,000 per occurrence and in the aggregate, $1,000,000 products and completed operations aggregate, and $1,000,000 personal injury and advertising injury per offense.

In addition, Power Provider shall maintain (i) business automobile liability insurance covering all owned, rented, and non-owned vehicles used in connection with performing under this Agreement, with limits of not less than $1,000,000 each accident for bodily injury and property damage; (ii) umbrella or excess liability insurance written on an occurrence basis and in an amount not less than $4,000,000 per occurrence and $4,000,000 in the annual aggregate, excess of the limits provided by commercial general liability and automobile insurance policies.

The coverage terms of the umbrella/excess policy must be at least as broad as the underlying commercial general liability and business automobile liability insurance policies; and (iii) professional liability (errors and omissions) insurance on an occurrence made basis and in an amount not less than $2,000,000 per occurrence and $2,000,000 in the aggregate. Power Provider's insurance policy shall be written on an occurrence basis. Host Customer shall be included as an additional insured under Power Provider's policies as its interest may appear. A cross liability clause shall be made part of the policy. Power Provider's insurer shall waive all rights of subrogation against Host Customer except in the case of negligence or willful misconduct. Power Provider shall furnish current certificates indicating that the insurance required under this Section is being maintained.

Purchaser Insurance: At all times relevant to this Agreement, Purchaser shall maintain, with a company or companies licensed or qualified to do business in the State of Minnesota, workers' compensation insurance in compliance with appropriate federal and State of Minnesota laws, employers liability insurance with limit of not less than $1,000,000 per accident or disease for each employee, and commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions or this Agreement, with limits of not less than $2,000,000 per occurrence and in the aggregate, $2,000,000 products and completed operations aggregate; and $1,000,000 personal injury and advertising injury per offense. The foregoing requirements can be satisfied through a combination of primary commercial general liability and umbrella and excess insurance policies.

Purchaser shall specifically insure Solar Facilities located on their property against all damage, theft, vandalism, fire or other comprehensive loss and list the full replacement value of Solar Facilities as a line item in said policy. Comprehensive coverage may fall under the Purchaser's general property insurance. However, Power Provider must be named as additional insured and certificate of same provided to Power Provider. This insurance shall remain in force for the full term of this Agreement.

Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: November 24, 2015 **Item No:** 6

Item Description: Private Sewer and Water Services Discussion

Background:

Over the past two meetings the Commission has heard presentations regarding the water and sanitary sewer systems in the City of Roseville and the issues and costs related to the maintenance and ownership of the private service lines for each utility.

We will review this material and continue discussions about the ownership of the service lines. There will also be a representative from Utility Service Partners, Inc. which provides a Service Line Warranty Program.

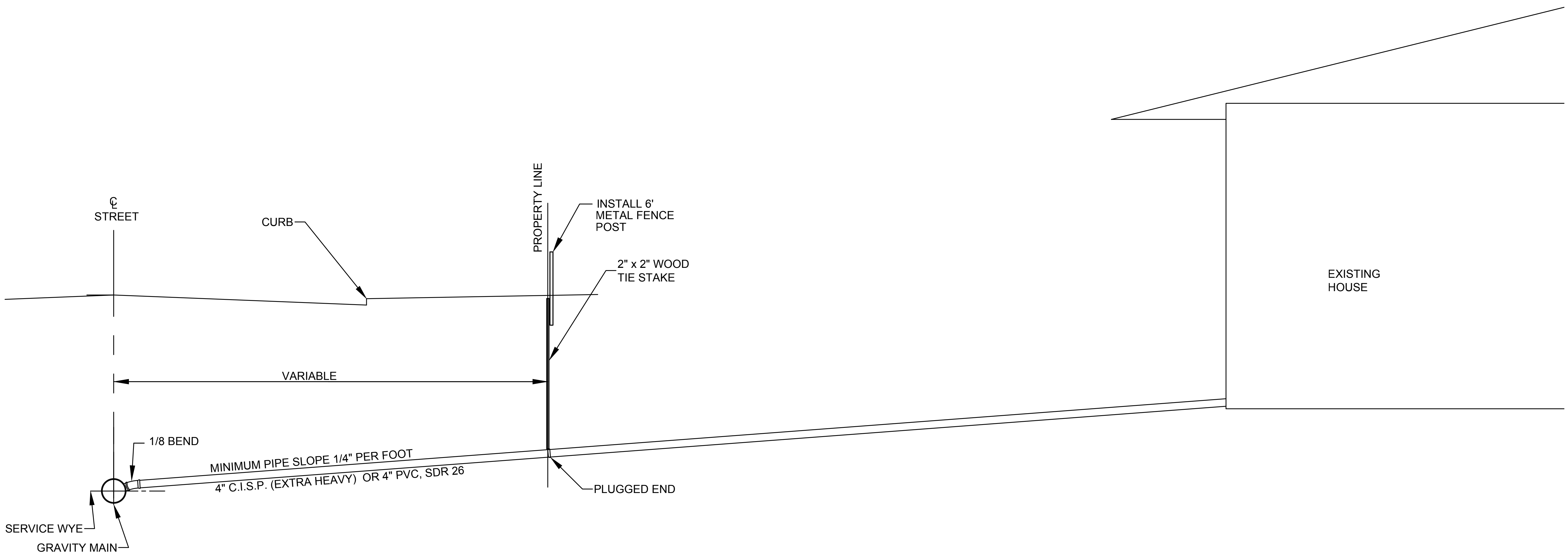
Attached is the information from the September and October meetings as well as some basic information on the warranty program offered by Utility Service Partners.

Recommended Action:

Receive presentations and continue discussion on any recommended changes to the City's policies regarding ownership of the private service lines.

Attachments:

A: Sanitary Sewer System Packet (from September meeting)
B: Water System Packet (from October meeting)
C: Information on Service Line Warranty Program



ROSEVILLE

SANITARY SEWER CONNECTION
TYPE A

CHAPTER 802
SEWER USE AND REGULATIONS

SECTION:

802.01: GENERAL OPERATION:

The entire Municipal sanitary sewer system shall be operated as a public utility and convenience from which revenues will be derived, subject to the provisions of this Chapter. (Ord. 218, 9-4-56)

802.02: SUPERVISION:

The Chief Code Enforcement Officer shall supervise all house sewer connections made to the Municipal sanitary sewer system and excavations for the purpose of installing or repairing the same. (Ord. 219, 9-4-56; amd. 1995 Code)

802.03: CONNECTION REQUIRED:

A. Existing Buildings: Any building used for human habitation and located on property adjacent to a sewer main, or in a block through which the system extends, shall be connected to the Municipal sanitary sewer system within two years from the time a connection is available to any such property.

B. New Construction: All buildings constructed on property adjacent to a sewer main or in a block through which the system extends shall be provided with a connection to the

Municipal sanitary sewer system for the disposal of all human wastes.

C. Senior Citizen Deferral: In cases where the owner of an existing building is receiving a senior citizens deferral of special assessments for the cost of the sewer main and no health hazard exists, the City Council may defer the requirement for a connection to the sanitary sewer system until such time as the senior citizen deferral expires or a health hazard exists. (Ord. 901, 3-10-82)

802.04: APPLICATION FOR SEWER CONNECTION:

A. Permit; Fees: Any person desiring a connection to the Municipal sanitary sewer system for property not previously connected with the system shall make application for a permit to the Chief Code Enforcement Officer, accompanied by such information as required by the Chief Code Enforcement Officer, together with a permit and inspection fee as set by City Council resolution; provided, however, that a separate permit may be issued for that portion of the sewer connection extending from the property line to the main sewer or other outlet for which permit the fee shall be as set by City Council resolution and a separate permit may also be issued for that portion of the sewer extending from the house or building to the property line for which the permit fee shall be as set by City Council resolution. Inspection of the sewer service from the main to the building shall be performed by the Chief Code Enforcement Officer to ensure compliance to all applicable codes. (Ord. 1009, 3-23-87; amd. 1995 Code)

B. Additional Building Permit Fees: In addition to the building permit fees established in Section 901.06 and in addition to any other fees established in this Code there is hereby established a fee to pay and reimburse the City for all sums which the City shall be required to pay to the Metropolitan Waste Control Commission because of all construction.

C. Additional Fees to Pay for Unassessed Property and to reimburse the City for Metropolitan Sewer Board Charges: The permit fee for connection to the City sanitary sewer system shall be paid for each connection in the amount specified in subsections A and B of this Section. In addition thereto, before any permit shall be issued, the following conditions shall be complied with:

1. No permit shall be issued to connect with any sanitary sewer system of the City directly or indirectly from any lot or tract of land unless the Public Works Director shall have certified:

    a. That such lot or tract of land has been assessed for the cost of construction of the sanitary sewer main with which the connection is made; or

    b. If no assessment has been levied for such construction cost, the proceedings for levying such assessment have been or will be completed in due course; or

    c. If no assessment has been levied and no assessment proceedings will be completed in due course, that a sum equal to the portion of cost of constructing said sanitary sewer main which would be assessable against said lot or tract has been paid to the City; or

    d. That all charges and fees as required by subsection B, which are fees to reimburse the City for all sums paid to the Metropolitan Sewer Board required by the construction of new buildings are paid. (Ord. 688, 12-18-72)

2. If no such certificate can be issued by the Public Works Director, no permit to connect to any sanitary sewer main shall be issued unless the applicant shall pay an additional connection fee which shall be equal to the portion of the cost of construction of the said sanitary sewer main which would be assessable against said lot or tract to be served by such

connection for the main, including interest at a rate equal to the interest rate of the original assessment from the date of the original assessment and continuing for a period of 20 years or the amount of years the assessment was payable, whichever is less. Interest may be waived or decreased when it is determined by the Public Works Director that the improvement was not subject to utilization until a later date. Said assessable cost is to be determined by the Public Works Director upon the same basis as any assessment previously levied against other property for the main. If no such assessment has been levied, the assessable cost will be determined upon the basis of the uniform charge which may have been or which shall be charged for similar connection with said main, determined on the basis of the total assessable cost of said main, allocated on a frontage basis, acreage basis or both. (Ord. 745, 12-30-74)

D. Licenses Required: Permits shall be issued only to such persons who are duly licensed by the City to engage in the business of plumbing who have filed with the City the insurance certificates required under subsection F of this Section; provided, however, that permit may be issued to any person who is duly licensed by the City as a sewer contractor and who has filed with the City the insurance certificates required under subsection F for building and repairing that portion of the house or building sewer extending from the property line to the main sewer or other outlet. (Ord. 234, 8-6-57; amd. 1995 Code)

E. License Fees: The annual license fee shall be as set by City Council resolution.

F. Insurance:
1. Before any required permit is issued, the licensee applying for the permit shall file with the City Manager a certificate of insurance covering the licensee for the period covered by the license in the minimum liability amount of six hundred thousand dollars ($600,000.00).
2. The certificate shall state that the policies covering the licensee shall not be canceled without ten days' written notice to the City. (Ord. 531, 3-20-67; amd. 1995 Code)

802.05: REVOCATION OF CONTRACTOR LICENSE:

A. Violation: The City Council shall have power to revoke any license upon satisfactory proof that the holder of said license has willfully violated any of the provisions of this Chapter.

B. Reinstatement: A revoked license shall not be reinstated in any manner for a period of six months.

C. Claim by City: The failure to pay, within sixty (60) days, any legitimate claim the City may have against a contractor shall constitute cause for revocation of license. (Ord. 233, 7-23-57; amd. 1995 Code)

802.06: CONSTRUCTION REQUIREMENTS:

A. Materials: All pipes shall be constructed of materials approved by the Public Works Director.

B. Joints and Connections: All joints and connections shall be constructed of materials approved by the Public Works Director.

C. Grades:
1. Unless otherwise, all house sewers shall have a grade of not less than one-eighth inch per foot. A grade of one-quarter inch per foot should be used wherever practical. The contractor shall check grades before construction proceeds. Wherever possible, the connecting sewer shall join the building at an elevation which is below the basement floor of such building. (Ord. 219, 9-4-56)

2. In the event that a sewer service exists from the main sewer to a point outside of the street, the contractor shall excavate and expose the upper end of the service pipe. The elevation of the pipe leaving the structure shall be determined, and the difference between the two pipes shall be sufficient so that a minimum grade of one-eighth inch per foot is maintained. (1990 Code)

D. Alignment: No connecting sewer shall contain bends or a combination of bends which at any point shall be greater than 45 degrees, and no more than two bends, regardless of angle, shall be permitted in any single house connection except where manholes or, in case of slab home, cleanouts are constructed at such points and in manner as directed by the Public Works Director. No connecting sewer shall be laid parallel to any bearing wall or footing unless further distant than three feet from any such bearing wall or footing. No connecting sewer shall be laid within 20 feet of any existing well. (Ord. 234, 8-6-57)

E. Trenching and Backfilling:

1. All excavations shall be open trench work unless otherwise authorized by the City Engineer. The foundation in the trench shall be formed to prevent any subsequent settlement of the pipes. If the foundation is good and firm earth, the earth shall be pared or molded to give a full support to the lower third of each pipe. Bell holes shall be dug to provide ample space for pouring of joints. Care must be exercised in backfilling below the center line of the pipe in order to give it proper support.

2. Backfilling shall be placed in layers and solidly tamped or packed up to two feet above the pipe. Backfilling shall not be done until the section to be backfilled has been inspected and approved by the Public Works Director.

F. Use of Existing Sewer Services: Existing sewer services or portions of such sewers may be approved for use by the Public Works Director. The Public Works Director may request that the old sewer be excavated for the purpose of facilitating inspection. No cesspool or septic tank shall be connected to any portion of a house sewer that is also laid across or over any existing cesspool or septic tank, the existing cesspool or septic tank shall first be pumped clean and filled with earth to the surrounding ground level. Where a sewer is laid across or over any existing cesspool or septic tank, only material approved by the Public Works Director shall be used for that portion of the connecting sewer which is laid across or over the existing cesspool or septic tank.

G. Connections at "Y" Only: Every connecting sewer shall be connected to the Municipal sewer system at the "Y" designated for the property served by the connection, except where otherwise expressly authorized by the Public Works Director. Where expressly authorized by the Public Works Director, all connections made at points other than the designated "Y" shall be made only under the direct supervision of the Public Works Director in such manner as the Public Works Director may direct.

H. Tunneling: Tunneling for distances of not more than six feet is permissible in yards, courts or driveways of any building site. When pipes are driven, the drive pipe shall be at least one size larger than the pipe to be laid.

I. Independent Systems Required:

1. The drainage and plumbing system of each new building and of new work installed in an existing building shall be separate from and independent of that of any other building except where provided in this subsection and every building shall have an independent connection with a public sewer when such is available. (Ord. 219, 9-4-56; amd. 1995 Code)

2. A separate connection shall be required for each dwelling unit constructed on or after

September 19, 1979, in R-1, R-2, R-4, R-5 and R-6 Districts as defined in Title 10 of this Code. A separate connection shall not be required for apartment-type buildings as determined by the Public Works Director. (Ord. 855, 9-10-79; amd. 1995 Code)

J. Exception to Independent Sewer System Requirement: Under the following limited circumstances, the requirement for an independent sewer system provided in subsection I of this Section need not be met:

1. Where one building stands to the rear of another building on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building drain from the front building may be extended to the rear building and the whole will be considered as one building drain. Where such a building drain is extended, a cleanout shall be provided immediately inside the rear wall of the front building.

2. A new structure on one parcel may be permitted to connect to an existing sewer line serving an adjacent parcel when the following conditions are met:

a. The alternative construction of a new sewer service to serve the parcel would create a hardship due to the necessity of crossing a railroad or roadway by method other than open cut or as determined by the Public Works Director.

b. The owners of the property will sign and record an instrument, in perpetuity, for joint use and maintenance of the shared service, which instrument specifically holds the City harmless and releases the City from any and all claims relating to the shared service. A copy of said instrument will be filed with the City for approval by the City Attorney.

c. The Public Works Director determines that the shared sewer has adequate capacity for anticipated flows.

d. A cleanout is provided at the junction point of the two (2) services. (Ord. 926, 5-22-83; amd. 1995 Code)

K. Repair of Public Right of Way: No connection to the City sanitary sewer system shall be finally approved until all streets, pavements, curbs and boulevards or other public improvements have been restored to their former condition to the satisfaction of the Public Works Director. (219, 9-4-56; amd. 1995 Code)

L. Costs and Maintenance:

1. Installation and Connection: All costs and expenses incidental to the installation and connection to the Municipal sewer system shall be borne by the owner and the owner shall indemnify the City for any loss or damage that may, directly or indirectly, be occasioned by the installation of the sewer connection, including restoring streets and street surface.

2. Maintenance: It shall be the responsibility of the owner or occupant to maintain the sewer service from the main sewer into the house or building. (Ord. 532, 3-20-67)

802.07: USE OF CERTAIN BUILDINGS RESTRICTED:

No person shall use any building or allow any other person to use any building which is not connected to the Municipal sanitary sewer system as required by Section 802.03 of the City Code. (Ord. 414, 4-6-64)

802.08: PROHIBITED DISCHARGES:

All discharge into the City's sanitary sewer system shall be in conformance with the Waste Discharge Rules adopted by the Metropolitan Waste Control Commission. (1995 Code)

802.09: TAMPERING PROHIBITED:

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the Municipal sewer system. (Ord. 218, 9-4-56)

802.10: CERTAIN CONNECTIONS PROHIBITED:

No building located on property lying outside the limits of the City shall be connected to the Municipal sanitary sewer system unless authorization is obtained from the City Council. (Ord. 218, 9-4-56; amd. 1995 Code)

802.11: ENTRY UPON PRIVATE PROPERTY:

The Public Works Director and other duly authorized employees of the City, bearing proper credentials and identification, shall at reasonable times be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in connection with the operation of the Municipal sanitary sewer system. (Ord. 218, 9-4-56; amd. 1995 Code)

802.12: RATES AND CHARGES:

A. Charges for Use: A charge is hereby imposed upon every person whose premises are served, either directly or indirectly, by the sanitary sewer system within the City, for the use of the facilities of said sewer system and for connection to the system. Such charges shall be in an amount set by the Council and shall be kept on file in the City Manager's office in the form of a rate schedule. (Ord. 592, 2-17-69; amd. 1990 Code)
B. Supplemental Charges for Industrial Sewage Wastes: In respect to property which shall be connected to the City sewer for the disposal of industrial sewage wastes, which shall by virtue of its strength and volume be subject to supplementary charges by the Metropolitan Waste Control Commission, the City may impose a supplemental charge based generally upon and at least equal to the amount of the Metropolitan Waste Control Commission supplemental charge.
C. Payment of Charges: Any prepayment or overpayment of charges may be retained by the City and applied on subsequent quarterly statements.
D. Penalty for Late Payment: Each quarterly billing for sewer charges not paid when due shall incur a penalty charge of ten percent of the amount past due. (Ord. 592, 2-17-69; amd. 1995 Code)
E. Action to Collect Charges: Any amount due for sewer charges, including Metropolitan Waste Control Commission sewer charges, in excess of ninety 90 days past due shall be certified to the County Auditor for collection with real estate taxes. This certification shall take place regardless of who applied for sewer services, whether it was the owner, tenant or other person. The City shall also have the right to bring a civil action or other remedies to collect unpaid charges. (Ord. 661, 3-13-72; amd. 1995 Code) (Ord. 1383, 6-08-2009)
F. Utility Rate Discount: The City Council may establish reduced water and sewer rates for owner-occupied homes that meet financially need-based criteria as established by the City Council from time to time.

802.13: INDUSTRIAL USER STRENGTH CHARGES:

The Metropolitan Waste Control Commission, a metropolitan commission organized and existing under the laws of the State of Minnesota, in order to receive and retain grants in compliance with the Federal Water Pollution Control Act is required to impose industrial user strength charges to recover operation and maintenance cost of treatment works attributable to the strength of discharge of industrial waste. The City shall collect industrial strength charges as dictated by the Metropolitan Waste Control Commission rules and Minnesota State Statutes and adopts the same by reference. (1995 Code)

802.14: TRANSPORT AND DUMPING OF SEWAGE:

The cleaning and/or emptying of the contents of any privy vault, septic tank, cesspool, sink or private drain located in the City shall be done in an inoffensive manner and the contents shall be placed in and be removed from the premises in closed, tight covered barrels, receptacles or tank trucks so as to prevent the scattering, dropping or leaking while being transported and shall be discharged or destroyed so as not to be offensive to surrounding property owners. (Ord. 168, 9-15-53; amd. 1995 Code)

NEW POLICY for Residential Property Owners

To protect the health and safety of residents, the Roseville City Council has approved a "Residential Sanitary Sewer Backup Cleanup Assistance" policy to provide for timely cleanup in the event of a sewer backup. If the backup is verified due to blockage in the City mainline, the City will arrange for prompt wet extraction, removal and disposal of carpeting and carpet padding, drywall, other wall materials, insulation, and sanitizing and deodorizing of floors and walls, as needed after a sanitary sewer backup up to a maximum cost of $5,000.

Infrequently, a blockage in a sewer line will result in a backup of sanitary sewage into a private home. If you experience a sewer backup, the City encourages you to take the following steps:

1. Call the City immediately at 651-792-7004 to report the sewer backup M-F 7am – 3:30pm. If after hours, call 651-767-0640. The City will work with you to identify the location of the blockage. If the blockage is in the City's main sewer line, the City will clear the blockage and with property owner approval contact a cleaning contractor to begin cleanup as soon as possible. *(This policy does not provide for City payment of expenses if the property owners choose to arrange for or perform the cleanup activity themselves.)*
2. If the blockage is determined to be in the individual sewer line to your property, the property owner is responsible to make arrangements and pay for the blockage to be cleared and for cleaning.
3. If you have homeowners or another type of property insurance coverage, notify your insurance agent of the sewer backup.
4. To minimize damage and negative health effects, arrangements for cleaning should be made as soon as possible.

The City is not automatically responsible when a sewer backup occurs. A sewer system is not a closed system and there are many reasons for backups that are beyond the City's control. For example, inappropriate items, such as grease, diapers, and disposable wipes dumped into the system can create a blockage. Another common reason for backups is tree roots growing into the lines. Each year about one-third of the City's sanitary sewer mains are inspected and cleaned. Mains requiring a higher level of maintenance are cleaned annually or semi-annually. This routine maintenance helps to prevent blockages and sewer backups.

The City's action in undertaking or executing this policy does not constitute and shall not be interpreted as an admission of liability or fault. By adopting the new policy, property owners can use their own homeowner's insurance policy to pay for damages, versus cleanup costs. Any property owner claims for damage resulting from sanitary sewer backups in the City system can still be submitted to the City for consideration by the City's insurance carrier by calling the Finance Department at 651-792-7032.

To view the new "Residential Sanitary Sewer Backup Cleanup Assistance" policy, please go to the City's website at www.cityofroseville.com. If you have further questions, please call the Roseville Public Works Department at 651-792-7004.

Prevention Devices

The new policy also allows for reimbursement to residential property owners for the purchase of backflow prevention devices up to $300. The reimbursement does not cover installation and proof of purchase is required. There are several types of backflow prevention devices and it is recommended to consult your local plumber for further information.

Customer Copy

City of ROSEVILLE Minnesota, USA

City of Roseville Cleanup Agreement

Residential Sanitary Sewer Backup Cleanup Assistance

THIS CLEANUP AGREEMENT, effective as of the dates of signatures below, is entered into by and between the City of Roseville and ____, "Property Owner", pursuant to the Residential Sanitary Sewer Backup Cleanup Assistance Policy.

GENERALIZED SCOPE OF SERVICE

Under the Residential Sanitary Sewer Backup Cleanup Assistance Policy, the City of Roseville agrees to assist Property Owners in paying an approved contractor up to $5,000 per occurrence, per housing unit for services mentioned below. Any costs exceeding $5,000 will be invoiced to the property owner. If the balance due is not paid within 90 days, any remaining amount will be assessed to the property taxes.

Any payments will be made only in strict accordance with the Policy. In general, the City of Roseville will call an authorized contractor to perform prompt cleanup assistance under the Residential Sanitary Sewer Backup Cleanup Assistance Policy. **The cleanup assistance is limited to wet extraction, sanitizing, deodorizing, removal and disposal of damaged housing materials.** The Property Owner is responsible for replacement of any damaged property. The entire Policy will be available at www.cityofroseville.com.

REQUIRED INFORMATION

Property Owner's home address: ____

Property Owner's telephone number: ____

Service address (if different from Property Owner's home address): ____________________________

By way of signature below, the Property Owner certifies that he/she has read and understands the City of Roseville Residential Sanitary Sewer Backup Cleanup Assistance Policy. The Property Owner hereby authorizes the City to proceed with services as contained in said Policy. The Property Owner further understands and agrees that the City in no way admits or accepts liability by entering into this Agreement or by offering the benefits of this Policy. This Agreement is not intended, however, to prohibit or prevent pursuit of any other lawful remedies available to Property Owner.

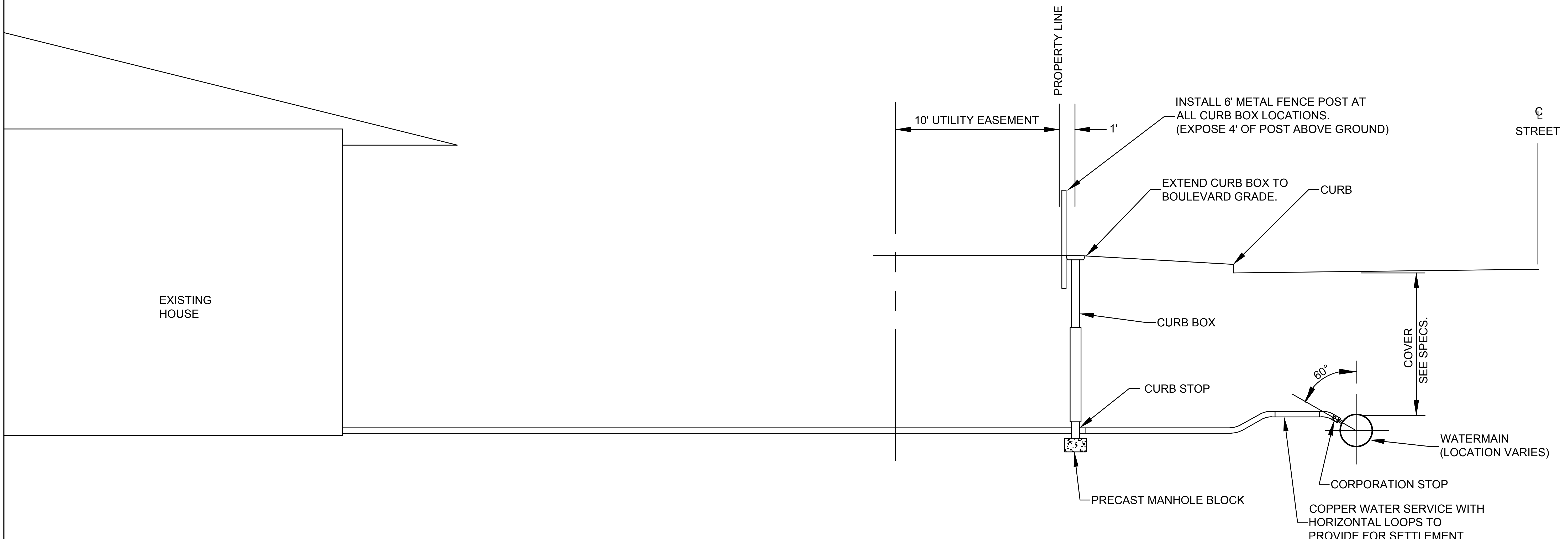
Date: ______________ Property Owner:____

Date: ______________ Authorized City Representative: _______________________________

<u>Decline Assistance</u>

I have been offered cleanup assistance as outlined in the City of Roseville's Sanitary Sewer Backup Cleanup Assistance Policy. I decline to accept the cleanup assistance offered by the City.

Date: ________________ Property Owner: ____



ROSEVILLE

WATER MAIN SERVICE CONNECTION

CHAPTER 801
MUNICIPAL WATER SYSTEM

SECTION:

801.01: GENERAL OPERATION:

The City Municipal water system ("the water system") shall be operated as a public utility and convenience from which revenue will be derived, subject to the provisions of this Chapter. (Ord.

388, 4-22-63)

801.02: COMPLIANCE WITH CHAPTER REQUIRED:

No person shall make, construct or install any water service installation or make use of any water service which is connected to the water system except in the manner provided in this Chapter. (Ord. 388, 4-22-63)

801.03: SUPPLY FROM ONE SERVICE:

A. No more than one housing unit or building shall be supplied from one service connection except by special permission of the Public Works Director.
B. A separate connection shall be required for each dwelling unit constructed on or after September 19, 1979, in R-1 or R-2 Districts as defined in Title 10 of this Code. A separate connection shall be required in R-2 Districts for all dwelling units if there are separate parcels. (Ord. 883, 7-13-81)

801.04: USE CONFINED TO PREMISES:

No person shall permit water from the water system to be used for any purpose except upon their own premises unless written consent is obtained from the Public Works Director. (Ord. 288, 4-22-63)

801.05: TAPPING OF MAINS:

No person except persons employed by the City shall tap any distributing main or pipe of the water supply system, or insert stopcock or ferrules. (Ord. 388, 4-22-63)

801.06: APPLICATION FOR WATER CONNECTION:

A. Application: All applications for service installations and for water service shall be made to the Chief Code Enforcement Officer on printed forms furnished by the City.
B. Information Required and Fee: All applications for service installation shall be made by the owner or agent of the property to be served and shall state the size and location of service connection required. The applicant shall, at the time of making application, pay to the City the amount of fees or deposit required for the installation of the service connection as provided in this Chapter.
C. Application after Installation: When service connections have been installed, application for water service may be made to the Chief Code Enforcement Officer either by the owner, agent, tenant or occupant of the premises.
D. Size of Connection and Meters: The size of water service connection and meters shall be subject to approval of the Public Works Director upon review of submitted engineering calculations for flow requirements. (Ord. 388, 4-22-63; amd. 1995 Code)
E. Meter Spacer: A meter spacer with tailpiece couplings will be furnished to the contractor or plumber at the time a connection permit is issued. Meter spacers will be picked up when Department of Public Works installs meter after completion of water service installation.
F. Notification: The plumber shall notify the Chief Code Enforcement Officer within twenty four (24) hours after piping is complete and ready for meter installation giving street address and permit number. (Ord. 409, 12-23-63)

G. Water Billings: Water billings shall start at the time of installation of the water meter or, in the event the meter is not installed, seven days after completion of outside piping, and shall be calculated upon the minimum quarterly rate prorated on a monthly basis. (Ord. 455, 2-8-65; amd. 1990 Code)

801.07: LOCATION AND INSPECTION OF SHUTOFF BOX PRIOR TO EXCAVATION:

Before any grading or excavation is started, the water shutoff box shall be located and checked for damage by the contractor. Location ties will be furnished by the Chief Code Enforcement Officer at the time connection permit is issued. If the shutoff box cannot be located or is found bent or in a damaged condition, the Public Works Director is to be called at once. The contractor assumes all responsibility for damage to shutoff box unless the Public Works Director certifies that damage existed before excavation or grading started. (1990 Code; amd. 1995 Code)

801.08: EXCAVATION AND CONSTRUCTION REQUIREMENTS:

A. Permit Required: No excavation shall be made until a permit for the connection has been issued.
B. Separate Trenches; Exception: No water service pipe or water connection shall be installed in the same trench or closer than ten feet horizontally to a sewer trench or drain laid, or to be laid, either in the street or in private property, except that the water pipe on private property may be in a common trench with a sewer drain approved by the Public Works Director. The horizontal distances between the sewer pipe and the water service is at least ten feet at the property line and that the water service pipe approaches the sewer trench at an angle with the property line of not less than 45 degrees and having bends with not less than three foot radius.
C. Conditions for Single Trench: Where it is desired to lay the water service pipe and the building drain or building sewer pipe less than ten feet apart, the water service pipe shall be above the sewer pipe and, unless impractical, it shall be placed at least two feet above the sewer and on a solid shelf excavated at one side of the trench.
D. Sewer Pipe: The sewer pipe shall be constructed of substantial material which is corrosion-resistant and installed so as to remain watertight as approved by the Public Works Director.
E. Water Service Pipe: The water service pipe shall be watertight and corrosion resistant of a material approved by the Public Works Director.
F. Foundation and Backfill: In all cases precautions shall be taken to assure a firm foundation for the pipes. The intervening space between the pipes shall be backfilled with compact earth. (Ord. 530, 3-20-67).

801.09: SUPERVISION BY PLUMBER:

All piping connections from curb box to house supply piping shall be made under the supervision of a plumber licensed by the City. (Ord. 399, 8-12-63; amd. 1995 Code)

801.10: LOCATION OF CURB STOP BOXES:

Curb stop boxes will be installed at a point on the property line most suitable to the property and shall be left in an accurate vertical position when backfilling is completed. Curb stop boxes will be installed at an approximate depth of seven (7) feet below the grade established by the City Engineer. (Ord. 388, 4-22-63; amd. 1995 Code)

801.11: NOTICE OF CONNECTION:

If, from any cause, the plumber or contractor laying the service pipe should fail to have the connection made at the time specified in the application, notice must be given the Chief Code Enforcement Officer fixing another day on which the plumber or contractor wishes to make connection. The notice must be given at least two (2) days previous to the excavation for laying of the service pipe and the connection must be made before 4:30 P.M., except in special cases, and then the work shall be done only upon a written order from the Chief Code Enforcement Officer. (Ord. 388, 4-22-63; amd. 1995 Code)

801.12: CONNECTION FEES:

A. Connection Permit: A permit must be obtained to connect to the existing water service leads at the curb box, and interior plumbing. The fee for the permit shall be established by City Council resolution. No permit shall be issued except to a plumber licensed by the City. (Ord. 1009, 3-23-87; amd. 1995 Code)

B. Additional Charges: Additional charges shall be paid at the time of making application for tapping of water. Taps from three-fourths inch to two inches shall be performed by the City. Each tap will include the physical tapping of the watermain, the installation of the corporation stop and the supplying of a curb box, riser pipe and cap to be installed by a licensed plumber. The costs for the tap shall be set by City Council resolution. Installation of service line, installation of curb stop and box and restoration of street surface where a curb box and service lead is not installed, which charges shall be as follows:

   1. Installation on Unsurfaced Street: Where the installation is to be on an unsurfaced street, the amount to be charged shall be fixed by the Public Works Director based upon the estimated cost of installing the service.

   2. Installation on Surfaced Street: Where the installation is upon a surfaced street, there shall be a fee established by the City Council for restoration of a typical road mix bituminous street. For the restoration of a higher type street, such fee as will be set by the Public Works Director. All backfill materials shall be mechanically compacted in 12 inch layers to the density of the adjacent material in the roadway area, in accordance with the Minnesota Highway Department standard specifications, to the existing street grade. (Ord. 548, 8-14-67; amd. 1995 Code)

801.13: PROPERTY ASSESSMENTS:

The permit fee for water main tapping shall be paid for each connection in the amount specified in Section 801.12 of this Chapter. In addition, before any permit shall be issued, the following conditions shall be complied with:

A. Certification by Public Works Director: No permit shall be issued to tap or connect with any water main of the City directly or indirectly from any lot or tract of land unless the Public Works Director shall have certified:

   1. That such lot or tract of land has been assessed for the cost of construction of the water main with which the connection is made; or

   2. If no assessment has been levied for such construction cost, the proceedings for levying

such assessment have been or will be completed in due course; or
3. If no assessment has been levied and no assessment proceedings will be completed in due course, that a sum equal to the portion of cost of constructing said water main would be assessable against said lot or tract has been paid to the City. (Ord. 388, 4-22-63; amd. 1995 Code)

B. Additional Connection Fee:
1. If no such certificate can be issued by the Public Works Director, no permit to tap or connect to any water main shall be issued unless the applicant shall pay an additional connection fee which shall be equal to the portion of the cost of construction of the said main which would be assessable against said lot or tract to be served by such tapping connection, including interest at a rate equal to the interest rate of the original assessment and continuing for a period of 20 years or the amount of years the assessment was payable, whichever is less. Interest may be waived or decreased when it is determined by the Public Works Director that the improvement was not subject to utilization until a later date.
2. The assessable cost is to be determined by the Public Works Director upon the same basis as any assessment previously levied against other property for the said main. If no such assessment has been levied, the assessable cost will be determined upon the basis of the uniform charge which may have been or which shall be charged for similar tapping or connection with such main, determined on the basis of the total assessable cost of the main, allocated on a frontage basis, acreage basis, or both. (Ord. 745, 12-30-74; amd. 1995 Code)

801.14: TURNING ON WATER:

No person except an authorized City employee shall turn on or off any water supply at the stop box without permission from the Public Works Director. Authorized City employees shall be allowed access to stop boxes at all times. (Ord. 388, 4-22-63; amd. 1995 Code)

801.15: WATER METERS:

A. Meters Required: Except for extinguishment of fires, no person, except authorized City employees, shall use water from the water system or permit water to be drawn from the water system unless the same be metered by passing through a meter supplied or approved by the City. No person not authorized by the Public Works Director shall connect, disconnect, take apart or in any manner change, cause to be changed or interfere with any such meter or the action of such meter. (Ord. 388, 4-22-63)
1. Master Meter: Commercial or industrial buildings shall be metered with one master meter of adequate size as approved by the Director of Public Works.
2. Auxiliary Meters: If additional or auxiliary meters are desired for recording the subdivision of such supply, they must be furnished and set up by the owner or consumer at the owner or consumer's expense and the owner or consumer must assume all responsibility of reading, billing and maintaining the auxiliary meters. (Ord. 662, 3-13-72)

B. Installation: All water meters shall be installed in accordance with the standards set by the Public Works Director. (Ord. 388, 4-22-63; amd. 1995 Code)

C. Security Deposit: A security deposit to be made by customers for water meters and payment for the water meter shall be made in advance of installation for all meters in an amount established by City Council resolution. This deposit will be refunded when the property ownership is transferred. Remote reading devices on water meters will be required except where otherwise determined by the Public Works Director. (Ord. 733, 8-12-74; amd. 1995

Code)

D. Maintenance and Repair: The City shall maintain and repair all meters when rendered unserviceable through ordinary wear and tear and shall replace them if necessary. However, where replacement, repair or adjustment of any meter is rendered necessary by the act, neglect, including damage from hot water backup or carelessness of the owner or occupant of the premises, any expense caused the City shall be charged against and collected from the water consumer. (Ord. 388, 4-22-63)
E. Rereading Meter: A consumer may, by written request, have their meter reread by depositing the amount stated below with the Finance Officer. In case a test should show an error of over five percent (5%) of the water consumed, the deposit will be refunded to the consumer, a correctly registering meter will be installed and the bill will be adjusted accordingly if the meter erred in favor of the City. Such adjustment shall not extend back more than one billing period from the date of the written request. The deposit charges for meter testing shall be an amount equal to the City's cost. (Ord. 733, 8-12-74; amd. 1995 Code)
F. Meters City Property: All water meters shall be and remain the property of the City.
G. Employees Granted Free Access: Authorized City employees shall have free access at reasonable hours of the day to all parts of every building and premises connected with the water system for reading of meters and inspections. (Ord. 388, 4-22-63)
H. Rental Fee: A rental fee equal to the interest rate paid on customer security deposits, will be charged the customer for the use of City water meters. The rental fee may be set off or credited against any interest due the customer on the security deposit. (Ord. 733, 8-12-74)

801.16: WATER RATES AND COLLECTION OF CHARGES:

A. Accounts, How Kept: All accounts shall be kept on the books of the Finance Officer by the house and street number, under the account number assigned and by the name of the owner or of the person signing the application for service. All bills and notices sent out by the Finance Officer shall be sent to the house or street number of the property. If nonresident owners or agents desire personal notice sent to a different address, they shall file an application with the Finance Officer. Any error in address shall be promptly reported to the Finance Officer. (Ord. 388, 4-22-63; 1995 Code)
B. Water Rates:

   1. Regular Rate; Minimum Rate: The rate due and payable by each water user within the City for water taken from the water system shall be payable quarterly in an amount set by the Council and kept on file in the City Manager's office in the form of a rate schedule. (1990 Code)

   2. Faulty Meter: In case the meter is found to have stopped or to be operating in a faulty manner, the amount of water used will be estimated in accordance with the amount used previously in comparable periods of the year.

   3. Proration: Where service is for less than a quarterly period, the quarterly charge will be prorated on a monthly basis. (Ord. 388, 4-22-1963)

   4. Automatic Sprinkler System: Where a connection is made to an automatic sprinkler system for standby service only, on either Municipal or private water mains, a charge for such service shall be made on an annual basis in an amount set by the Council, and kept on file in the City Manager's office, in the form of a rate schedule. (1990 Code)

   These rates shall apply in all cases where automatic sprinklers are installed and where fire gates and other outlets are sealed. Meters or detector check valves must be installed on such services as required by the Public Works Director. An additional charge for volume used based on subsection B1 of this Section shall be due and payable by the user for usage over 1,000 gallons per year. (Ord. 936, 12-19-1983)

5. Rates Outside City Limits: Rates due and payable by each water user located beyond the territorial boundaries of the City shall be determined by special contract. (Ord. 388, 4-22-1963) (Ord. 1463, 10-03-2014)

6. Unconnected Service Pipe:

a. Where a service pipe is connected to the stop box and laid into the building with no intention of connecting to the building piping for use immediately, there shall be the same minimum rates charged as in subsection B1 of this Section. (Ord. 496, 7-18-1966)

b. A meter shall be installed on the street valve in the house and a remote register outside regardless of whether inside piping is connected. (1990 Code)

7. Discontinued Use: In the event the water customer elects to discontinue the use of the Municipal water, the regular or minimum charge shall continue until such date as the service pipe is excavated and disconnected at the stop box. (Ord. 496, 7-18-1966)

8. Utility Rate Discount: The City Council may establish reduced water and sewer rates for owner-occupied homes that meet financially need-based criteria as established by the City Council from time to time. (Ord. 620, 4-27-1970; 1995 Code) (Ord. 1463, 3-10-2014)

C. Payment of Charges: Any prepayment or overpayment of charges may be retained by the City and applied on subsequent quarterly statements. (Ord. 407, 11-18-1963; 1990 Code)

D. Action to Collect Charges: Any amount due for water charges in excess of 90 days past due shall be certified to the County Auditor for collection with real estate taxes. This certification shall take place regardless of who applied for water services, whether it was the owner, tenant or other person. All applications for water service shall contain an explanation in clear language that unpaid water bills will be collected in real estate taxes in the following year. The City shall also have the right to bring a civil action or other remedies to collect unpaid charges. (Ord. 661, 3-13-1972) (Ord. 1383, 6-08-2009)

E. Penalty For Late Payment: Each quarterly billing for water service not paid when due shall incur a penalty charge of ten percent of the amount past due. (1990 Code, per letter dated 1-31-1997)

801.17: REPAIR OF LEAKS:

It shall be the responsibility of the consumer or owner to maintain the service pipe from the water main into the house or building. In case of failure upon the part of any consumer or owner to repair any leak occurring in such pipe within twenty four (24) hours after verbal or written notice, the water will be shut off and will not be turned on until the leak is repaired. When the waste of water is great, or when damage is likely to result from the leak, the water may be turned off immediately pending repairs. A water shutoff charge shall be made in an amount set by City Council resolution. (Ord. 530, 3-20-1967; 1995 Code)

801.18: USE OF WATER FOR AIR CONDITIONERS:

A. Permit Required: Permits shall be required for the installation of all new air conditioning systems to the public water system. Said permit shall be on forms as provided by the City.

B. Water Conserving and Regulating Devices: All air conditioning systems which are connected directly or indirectly with the public water system must be equipped with water conserving and water regulating devices as approved by the Public Works Director. (Ord. 388, 4-22-1963)

801.19: RESTRICTIONS AGAINST SPRINKLING AND OTHER LIMITATIONS:

All water customers and consumers shall be governed by the applicable regulations promulgated by the Board of Water Commissioners of the City of Saint Paul as to limitations in the time and manner of using water and such other applicable regulations promulgated by the City Council affecting the preservation, regulation and protection of the water supply. (Ord. 388, 4-22-1963)

801.20: LIABILITY FOR DEFICIENCY OR SHUTOFFS:

The City shall not be liable for any deficiency or failure in the supply of water to consumers, whether occasioned by shutting the water off for the purpose of making repairs or connections or from any other cause whatever. In case of fire, or alarm of fire, or in making repairs or construction of new works, water may be shut off at any time and kept shut off as long as necessary. (Ord. 388, 4-22-1963)

801.21: WILLFUL DAMAGE TO SYSTEM:

No person shall remove or damage any structure, appurtenance or property of the water system, fill or partially fill any excavation or raise or open any gate constructed or maintained for the water system. (Ord. 388, 4-22-1963)

801.22: DISCONTINUANCE FOR VIOLATIONS:

Water service may be shut off at any stop box connection whenever:

A. Violation: The owner or occupant of the premises serviced or any person working on any pipes or equipment which are connected with the water system, has violated or threatens to violate any of the provisions of this Chapter.

B. Nonpayment of Charges: Any charge for water, service, meter or any other financial obligation imposed on the present or former owner or occupant of the premises served is unpaid.

C. Fraud or Misrepresentation: Fraud or misrepresentation by the owner or occupant of the premises served in connection with an application for service. (Ord. 388, 4-22-1963)

801.23: ABANDONED SERVICES:

A. Abandoned Service Installations: All service installations that have been abandoned or have not been used for three years shall be disconnected at the main by the City and all pipe and appurtenances removed shall be the property of the City. Any expense of the City shall be charged to the property.

B. New Building/Increased Service: When new buildings are erected on the site of old ones and it is desired to increase or change the old water service, no connections with the mains shall be made until all the old service shall have been removed and the main plugged by the City. Any expense of the City shall be charged to the property. (Ord. 394, 3-27-1963)

801.24: FIRE HYDRANTS:

All publicly owned hydrants shall remain visible and accessible from the roadway for maintenance and emergency use. All sides, including top, shall have a minimum three foot clear zone. No person other than authorized City employees shall operate fire hydrants or interfere in any way with the water system without first obtaining a permit to do so from the Public Works Director as follows:

A. Permit: Permit to use a fire hydrant shall be issued for each individual job or contract and for a minimum of 30 days and for such additional30 day periods as the Public Works Director shall determine. The permit shall state the location of the hydrant and shall be for the use of that hydrant and none other. (Ord. 409, 12-23-1963; 1995 Code)
B. Deposit: The user shall make an advance cash deposit set by City Council resolution to guarantee payment for water used and to cover breakage and damage to hydrant, which shall be refunded upon expiration of the permit, less applicable charges for use. (Ord. 733, 8-12-1974; 1995 Code)
C. Rental Charge: The user shall pay a rental charge set by City Council resolution. (Ord. 936, 12-19-1983; 1995 Code)
D. Hydrant Rentals: There shall be a rental fee for fire hydrants, set by City Council resolution, payable by each owner (including the City) upon whose property such hydrant is situated. (Ord. 394, 5-27-1963; 1995 Code)
E. Temporary Connection to Fire Hydrants: An owner of a private water system may make a temporary aboveground connection to a fire hydrant, subject to the time periods, conditions and payment as specified in subsection C of this Section. In addition, the method of connection to the private system shall conform to all existing requirements of the City Code and the type of meter used shall meet the approval of the Public Works Director. (Ord. 523, 1-9-1967; 1995 Code)

801.25: CONNECTIONS BEYOND CITY BOUNDARIES:

Where water mains of the City are in any street or alley adjacent to or outside the corporate limits of the City, the City Council may issue permits to the owners or occupants of properties adjacent or accessible to such water mains to make proper water service pipe connections with such water mains of the City and to be supplied with water in conformity with the applicable provisions of this Chapter and subject to the contract between the City and the City of Saint Paul for supply of water. (Ord. 388, 4-22-1963)

801.26: PRIVATE WATER SUPPLIES:

A. Connection to Water System Prohibited: No water pipe of the water system shall be connected with any pump, well, tank or piping that is connected with any other source of water supply. (Ord. 388, 4-22-1963)
B. Continued Use after Connection to System: Private wells may be maintained and continued in use after connection is made to the water system, provided there is no means of cross-connection between the private well and Municipal supply at any time. Hose bibbs that will enable the cross-connection of the two systems are prohibited on internal piping of the well supply system. The threads on the boiler drain of the well volume tank shall be removed or the boiler drain bibb replaced with a sink faucet. Where both private and City systems are in use, outside hose bibbs shall not be installed on both systems.
C. New Construction:
   1. Water Main Available: All new homes or buildings shall connect to the Municipal water

system if a water main is available to the property unless the City Council approves a private well where unusual circumstances exist.

2. Water Main Unavailable: Where new homes or buildings do not have a water main available to the property, the City Council shall determine whether and under what conditions the Municipal water system will be extended to serve the property or a private well allowed. (Ord. 530, 3-20-1967)

D. Existing Private Water System: Existing private water systems may be continued and maintained. Private wells serving such systems may not be drilled without a permit from the Director of Public Works or the City Council. (Ord. 891, 12-14-1981)

E. Permit Required: No person shall drill any well without first obtaining a permit. Application for such permit shall state the character, location and size of the proposed well. The permit fee shall be set by City Council resolution. (Ord. 891, 12-14-1981)

F. Requirements For Issuance: The Director of Public Works shall issue such permits only if one of the following exists:

1. The well will only serve one single-family residence, and the use of the Municipal system would create a health problem for the occupants of such single-family dwelling.

2. The well is to be used for monitoring purposes only and will be abandoned in accordance with State regulations at a set future date.

3. All other wells shall require a permit from the City Council. The City Council will issue such permits only after a determination that the private well will not interfere with the Municipal system and that the property cannot be served by the existing Municipal system. (Ord. 891, 12-14-1981; 1995 Code)

4. Upon the completion of the drilling of each and every well, the well driller shall notify the Chief Code Enforcement Officer and shall furnish the Chief Code Enforcement Officer with a visual pumping test of sufficient duration to determine the yield which shall be of a minimum rate of ten (10) gallons per minute. Within ten days after such a test of a well, the well driller shall file an affidavit with the Chief Code Enforcement Officer setting forth the results of the test, the capacity of the well, the pumping level, the depth of casing from grade and a description of the screen or rock formation. (Ord. 276, 5-19-1959; 1995 Code)

G. Well Pumps: No person shall install or replace a pump without first obtaining a permit to do so. Application for a permit to install or replace a pump for a well shall be made in writing to the Chief Code Enforcement Officer and shall state the manufacturer, type, horsepower and rating of the proposed pump to be installed or replaced. The permit fee shall be set by City Council resolution. (Ord. 873, 12-22-1980; 1995 Code)

801.27: PRIVATE USE OF WATER TOWERS:

A. Permit Required: No person shall in any way use any Municipal water tower for private use without first obtaining a permit from the City Council to do so.

B. Fee: If the permit is issued by the City Council, it shall be valid only as long as the applicant pays to the City the fee as set by City Council resolution. The permit must be renewed annually.

C. Cancelling Permits: The City Council may at any time cancel any permit issued to a private person to in any way use any City Municipal water tower by returning to the person the unused portion of the annual fee. (Ord. 419, 4-20-1964; 1995 Code)

	Where does the ownership begin for water service?	Where does the ownership begin for sanitary sewer service?
Alexandria	Curb Stop	Main
Arden Hills	Curb Stop	Main
Blaine	Curb Stop	Main
Bloomington	Main	Main
Brooklyn Center	Main	Main
Cambridge	Main	Main
Centerville	Curb Stop	ROW
Champin	Curb Stop	Main
Coon Rapids	Curb Stop	Main
Crystal	Curb Stop	Main
Eagan	Curb Stop	Wye
Eden Prairie	Curb Stop	ROW
Edina	Curb Stop	Main
Elk River	Main	Main
Fairmont	Curb Stop	Main
Fridley	Main	Main
Hugo	Main	Main
Inver Grove Heights	Curb Stop	Main
Lexington	Curb Stop	Main
Long Lake	Main	Main
Mahtomedi	Main	Main
Mankato	Main	Main
Maplewood	Main	Main
Medina	Curb Stop	Main
Mendota Heights	Curb Stop	Main
Montgomery	Curb Stop	Main
Moorhead	Curb Stop	Main
New Hope	Main	Main
New Prague	Main	Main
New Ulm	Curb Stop	Main
Oakdale	Main	Main
Owatonna	Main	Main
Plymouth	Curb Stop	ROW
Richfield	Curb Stop	Main
Richfield	Main	Main
South St. Paul	Main	Main
St. Louis Park	Curb Stop	Main
St. Michael	Curb Stop	Main
St. Paul	Curb Stop	Main
Waseca	Main	Main
West St. Paul	Curb Stop	ROW
Woodbury	Main	Main

NATIONAL LEAGUE of CITIES

Service Line Warranty Program

Administered by

Utility Service Partners, Inc.

Building Peace of Mind, One Community at a Time

BBB 2013 Torch Award Winner

BBB

BBB Torch Award for Marketplace Ethics

Trust · Performance · Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®

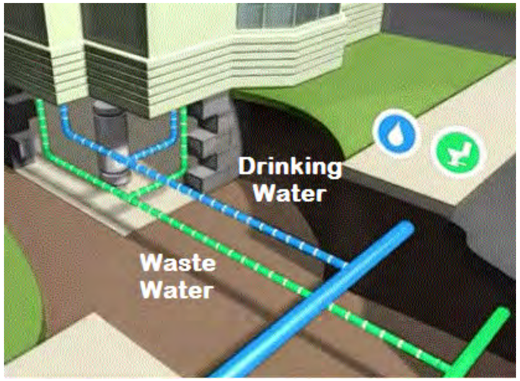
"This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years."

Clarence Anthony
Executive Director
National League of Cities

Infrastructure Challenges …
a National Problem

- ASCE gave our national public infrastructure a D+ rating in 2013.
- EPA estimates over the next 20 years **$77 billion** will be spent on repair/replacement of public water distribution systems, $10 billion on wastewater collection system upgrades, **$22 billion** for new sewer construction and **$45 billion** for controlling combined sewer overflows.
- Municipalities will spend **$7 billion** to control municipal storm water.
- More than **850 water main breaks occur every day** across the country

Challenges for Homeowners



- Lateral lines are subjected to the same elements as public lines ... ground shifting, fluctuating temperatures, tree root penetration, corrosion and more.
- Out-of-sight, out-of-mind; water and sewer lines are located outside the home and usually underground.
- Failed lines waste thousands of gallons of water and present an environmental hazard.
- Many homeowners believe the city is responsible for maintenance of the water and sewer lines on their property OR that repairs are covered by their homeowner's policy.

Municipality Solution for Homeowners: Water and Sewer Service Lines

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

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Service Line Warranty Program

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Utility Service Partners

Coverage includes:

- Educating homeowners about their service line responsibilities.
- Up to $4,000 coverage **per repair incident**.
- Additional allowance for public street and sidewalk cutting.
- **No** annual or lifetime limits.
- **No** deductibles, service fees, forms or paperwork.
- 24/7/365 availability.
- Repairs made **only** by licensed, **local** area contractors.
- Affordable rates and multiple payment methods.

Municipality Solution for Homeowners: In-Home Drainage and Plumbing

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

Coverage includes:

- Up to $3,000 coverage **per repair incident**.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- **No** annual or lifetime limits.
- **No** deductibles, service fees, forms, or paperwork.
- 24/7/365 availability
- Repairs made **only** by licensed, **local** contractors.
- Affordable rates and multiple payment methods.

NATIONAL LEAGUE of CITIES

Service Line Warranty Program

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NLC Service Line Warranty Program Highlights

- **Over 260** cities participating in the National League of Cities Service Line Warranty Program
- Saved more than **100,000** homeowners over **$64 million** in service line repair costs
- Program administered by USP - an **accredited BBB business with an A+ rating**
- Customer satisfaction rating has **exceeded 95% for more than 10 years**
- **9 of every 10 customers surveyed have recommended the NLC Service Line Warranty Program** to friends, family and neighbors
- **More than 97%** of submitted claims are approved

Over 260 Partners in 33 States

- Alabama
- Arkansas
- Arizona
- California
- Colorado
- Connecticut
- Florida
- Georgia
- Iowa
- Illinois
- Indiana
- Kansas
- Kentucky
- Maryland
- Michigan
- Minnesota
- Missouri
- North Carolina
- Nebraska
- New Jersey
- New Mexico
- Nevada
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- South Carolina
- South Dakota
- Texas
- Virginia
- West Virginia
- Wisconsin
- Wyoming

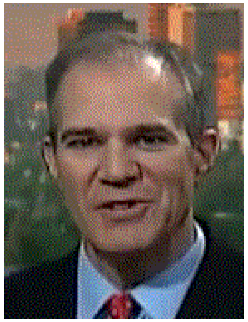
City Official Comments

"The program has already paid out over $1 million in repairs and replacements for our homeowner's lateral service lines. My constituents are happy that we have provided this option for city homeowners. We use the revenue associated with the program to assist lower income homeowners with repairs to their service lines. I am sure your City will be pleased with the NLC Service Line Program."

- Felicia Moore, City Councilwoman - Atlanta GA

"This program has been available to Clarksburg's residents for nearly two years, and it's a real winner. Resident satisfaction is high and it's a lot easier to tell citizens about this great service rather than explain why they are on the hook for costly repairs."

- James C. Hunt, past NLC President and former Council Member - Clarksburg, WV



"The Service Line Protection Program helps Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers. The warranties give residents an affordable option for repairs to their sewer and water lines."

- Jon Brodsky, Public Information Officer – Phoenix, AZ

Homeowner Testimonials

- “Glad the city made this recommendation and that I purchased it. Fantastic contractor! ”

  - Julie M., Mooresville NC

- “After my recent home fire, it was very comforting to contact SLW and be told that my line would be immediately repaired. The fast service was truly appreciated, and I highly recommend your service - I have already recommended SLW to all my family and friends.”

  – James H., Charleston, WV

- “Having water and sewer line coverage is a Godsend. When I bought my home and turned on the water, there was a leak in the alley that the city said I was responsible for - the repair cost a small fortune. Thank you for this protection. It really eases my mind! ”

  – Patricia G., Abilene, TX

- “I like the purpose of your company; you are honest and caring. Thank you!”

  - Julie M., Mooresville NC

- “I recently had a huge problem with my sewer line and I cannot begin to express how helpful it was to have this coverage. It gets increasingly difficult to keep up with repairs. Having the warranty made it easy.”

  – Marsha B., New Brighton, PA

An Atlanta GA resident letter to Felicia Moore, City Councilwoman

Dear Felicia,

On Christmas Day my sewer line backed up into my house and into my tub! I could not flush toilets or take a shower or wash dishes or clothes or even my hands. It turned out to be due to a clogged sewer line in my front yard. Thanks to you, I had the warranty and did not have to pay for the $2000 plus repair! Thank you! The warranty company had good customer service and the local plumbing company that they sent to do the work, Atlanta Plumbing Plus, WAS AMAZING! They did a wonderful job and were very respectful of my property (and my anxiety about the situation). Thank you so much Felicia for always looking out for us!

Cindy
Homeowner, Atlanta, GA

Roseville Public Works, Environment and Transportation Commission

Agenda Item

Date: November 24, 2015 **Item No:** 7

Item Description: Look Ahead Agenda Items/ Next Meeting January 27, 2015

Suggested Items:

- Request for Proposal for Recycling Services for 2017 and beyond
- 2016 Public Works Work Plan review

Recommended Action:
Set preliminary agenda items for the January 27, 2015 Public Works, Environment & Transportation Commission meeting.