



**Town Board Executive
Meeting Supplement
November 16, 2018**

Supplemental Information Only:

16. Clerk-Treasurer Report

Numerous Hillaire/Arbor Drive Resident Comments

Added Agenda Item:

18.a. Water Meters – Settlement Agreement



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Supplemental Information Only:

Agenda Number:

16

Subject:

Clerk-Treasurer Report

Documentation:

Numerous Hillaire/Arbor Drive Resident Comments

Action / Motion for Consideration:

Discuss

2661 ARBOR
DRIVE

Patti Walstad

From: Michael Faust <faust.michael@gmail.com>
Sent: Wednesday, November 14, 2018 2:12 PM
To: WBTFrontDesk
Subject: Arbor Drive Traffic Change

Town Board,

Thanks for the opportunity to weigh in on the proposed traffic changes on Arbor Drive. As a resident of the neighborhood, I see the primary issue as children playing in the street unsupervised. As Arbor Drive tends to be a quiet street, I understand why this occurs, but I also understand that no amount of traffic control will make the street safe for unsupervised children. Personally, I am comfortable with the traffic control as is and respectfully suggest that children not play in the street.

That being said, if new traffic control is the desired course of action, I believe option #3 is preferred. 20 mph is certainly sufficient for our neighborhood and the new sign could be a good reminder of that.

I would not support option #1 because just as the traffic engineer noted, a single stop sign is not a normal expectation. I think option 1 would only create more confusion and potential for accidents.

Thank you for the work you do on behalf of our community and this opportunity to provide input. Your efforts are appreciated!

Sincerely,
Michael Faust

WBTFrontDesk

From: perennial clark <perennialclark@gmail.com>
Sent: Wednesday, November 14, 2018 12:54 PM
To: WBTFrontDesk
Subject: Hillaire/Arbor Stop sign

Hello:

I would put in an all way stop. At Arbor because that is where the issue is and because of the small children and dog walkers I see regularly in the street. There are several elementary aged children that play ball in the street and one family that has a driveway on Arbor with pre-elementary children. I would also put a stop sign on Hillaire because I stop anyway. Both Houses on either side of Hillaire have a hillside that blocks the view of traffic on Arbor in both directions so stopping is imperative.

Cara Clark
4154

4150 Hillaire



1281 HAMMOND ROAD
WHITE BEAR TOWNSHIP, MN 55110

1858
RAMSEY COUNTY
MINNESOTA

651-747-2750

FAX 651-426-2258

Email: wbt@whitebeartownship.org

November 6, 2018

Neighborhood Resident
White Bear Township, MN 55110

Dear Neighborhood Resident:

The Town Board has received a request to improve traffic safety on Arbor Drive by installing a stop sign for eastbound traffic just west of Hillaire. The concern is that vehicles traveling east on Arbor Drive are not able to see over the hill well enough to avoid hitting children or pets in or near the street. It was suggested that placing a stop sign for eastbound traffic would allow drivers to scan the street before proceeding over the hill.

The Town Board requested the Town's Traffic Engineer to review the request and make a recommendation. He has visited the site and offers the following alternatives:

1. Install a "Stop" sign for eastbound Arbor, as requested.
2. Install an "All-way Stop" at Arbor and Hillaire. The traffic engineer noted that having a stop sign on only one through leg (alternative 1) is not a normal driver expectation. And, an all-way stop at Arbor/Hillaire would be consistent with the all-way stop at Arbor Drive and Lakewood.
3. Install a "Hill Blocks View" warning sign with 20 mph "advisory" on eastbound Arbor.

Before taking any action, the Town Board would like to hear from those of you who live in the neighborhood as to which, if any, of the alternatives you would prefer. *Parents need to instruct kids to look both ways, not play in street*

The Town Board would appreciate hearing from you via phone at (651) 747-2750, or email at wbt@whitebeartownship.org by November 16th.

If you have any questions please feel free to call me directly at (651) 747-2758.

Sincerely,

William F. Short
Clerk-Treasurer



recycled paper



**Town Board Executive
Meeting Supplement
November 16, 2018**

Added Agenda Item:

Agenda Number: 18.a

Subject: Water Meters – Settlement Agreement

Documentation: Proposed Settlement Agreement

Action / Motion for Consideration:

Report at Meeting / Discuss

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into on this ____ day of November, 2018, by and between the Town of White Bear (“Town”), Core & Main LP f/k/a HD Supply Waterworks Ltd. (“Core & Main”), and Sensus USA Inc. (“Sensus”). (The Town, Core & Main and Sensus are collectively referred to as the “Parties”.)

RECITALS

- A. Core & Main did sell to the Town water meters used for the purpose of monitoring residential and commercial water use.
- B. That said meters were manufactured by Sensus.
- C. That the parties have conducted tests of a representative number of water meters and have determined that said meters do not accurately measure the water flow through said meters.
- D. The Town has determined it is necessary to replace said meters to accurately record the water usage of its residential and commercial clients. That the Town has notified both Core & Main and Sensus of the issues involving the water meters and has requested that Core & Main and Sensus, jointly or severally, compensate the Town for the cost of replacing all residential and commercial water meters installed and relied on by the Town in operating its water system.
- E. The Parties have negotiated arm’s length in good faith, and have voluntarily agreed to a complete settlement as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and exhibits contained and referenced herein, the Parties hereto, on behalf of themselves, their successors and assigns, agree as follows:

1. **Recitals.** The recitals are incorporated herein by reference.
2. **Provision and Installation of Water Meters.** Core & Main shall provide and install water meters and ancillary equipment as described on Schedule A attached hereto. That the number of residential water meters that shall be supplied and installed are _____; and the number of commercial water meters that shall be supplied and installed and are _____. That the price which the Town shall pay for each

residential water meter is \$ _____; and the price which the Town shall pay for each commercial water meter is \$ _____. For the purpose of this Agreement, the term “water meter” shall mean and refer to the equipment described on Schedule A attached hereto.

3. **Installation.** Core & Main shall complete installation of all water meters no later than _____. The Town shall assist Core & Main in contacting all residential and commercial water users who are served by the Town’s water system as of the date of this Agreement. Upon installation of the water meters, the Town reserves the right to inspect said installations and approve those installations. If installations are found to be defective, then Core & Main agrees to return, at no cost to the Town, and correct any claimed defects.
4. **Warranties.** Attached hereto as Schedule B are the warranties which shall apply to all water meters installed pursuant to this Agreement.
5. **Release.** The Parties agree that this Agreement is a full and complete settlement of all issues and claims that were or could have been made in connection with the water meters purchased by the Town from Core & Main.
6. **Non-Admission of Liability.** Nothing in this Agreement shall constitute an admission of fault or responsibility by either Core & Main or Sensus. This settlement is made in compromise of disputed claims. The Parties are settling their disputes to avoid the time, uncertainty, and expense for litigation and to simply buy peace with each other.
7. **Confidentiality.** The Parties agree to keep the terms and conditions of this settlement confidential, and agree that they shall disclose such terms only to their own insurers, regulatory authorities, legal counsel, tax consultants or pursuant to a validly-issued subpoena from a court of competent jurisdiction. It is hereby understood by Core & Main and Sensus that approval of this Settlement Agreement will occur at a regular open meeting of the Town Board. Any disclosure that occurs at such meeting shall be a permitted disclosure. In addition, the Town is subject to a data practices request. In the event a legal and enforceable data practices request is delivered to the Town, the Town shall have the right to honor said request.
8. **Non-Disparagement.** The parties shall refrain from disparaging each other, or any other officers, owners, agents or principals. If asked about resolution of the dispute, each shall simply state that the matter has been resolved to their mutual satisfaction. Additionally, the parties shall not make any reference to, or make any complaint about, the non-

disclosure claims or the conditions of the home, including home construction defect claims.

9. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties to the subject matter contained herein. The undersigned acknowledges that there are no communications or oral understandings contrary, or that in any way restrict this Agreement, and that all prior agreements or understandings within the scope of the subject matter of this Agreement are, upon the execution and delivery of this Agreement, superseded, null and void.
10. **Interpretation.** This Agreement has been reached through negotiations between the Parties. Neither Party shall assert that this Agreement is construed against the “drafter” of the same. The Parties have used their own judgment in agreeing to this Agreement.
11. **Execution by Facsimile Signatures and in Counterparts.** The Parties agree that facsimile signatures or signatures delivered by any other electronic means shall have the same force and effect as original signatures. This Agreement may be executed in one or more counterparts, each counterpart to be considered an original portion of this Agreement.
12. **Execution by Town.** It is hereby understood by Core & Main and Sensus that this Agreement must be approved by the Town Board at a regular meeting thereof. As to the Town, this Agreement shall not be effective until approved at a regularly scheduled and noticed meeting of the Town Board.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first written above.

TOWN OF WHITE BEAR:

CORE & MAIN LP:

By: _____
Its: General Partner

SENSUS USA INC.

By: _____
Its: _____