

SANITARY SEWER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2013 by and between the City of Lake Elmo, a Minnesota municipal corporation (“Lake Elmo”) and the City of Oakdale, a Minnesota municipal corporation (“Oakdale”).

RECITALS

1. Lake Elmo and Oakdale are each authorized by law to construct, operate and maintain municipal sanitary sewer utilities for the purpose of supplying sanitary sewer services to properties within their respective corporate limits.

2. Lake Elmo and Oakdale have entered into a Joint Powers Agreement pursuant to which sanitary sewer service will be extended to properties that abut Olson Lake Trail both in Lake Elmo and Oakdale. The sanitary sewer is an extension of an existing sanitary sewer line in Oakdale. The new sanitary sewer will therefore be part of Oakdale’s sanitary sewer system.

3. Lake Elmo does not have sanitary sewer services that are available to the Lake Elmo properties that will be served by the new sanitary sewer line.

4. Oakdale is able to supply sanitary sewer service to the Lake Elmo properties from the new sanitary sewer line.

5. Lake Elmo has requested that Oakdale allow the Lake Elmo properties (“Properties”) to be connected to Oakdale’s sanitary sewer services and that Oakdale provide those Properties with sanitary sewer services.

6. Oakdale has agreed to allow the Properties to be connected to its sanitary sewer services and to provide sanitary sewer services to the Properties, pursuant to the following conditions.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. Sanitary Sewer Service. Oakdale agrees to allow the Properties to connect to its sanitary sewer system. Sanitary sewer service to the Properties shall be supplied by Oakdale. The owners of each of the Properties will be responsible for connecting their respective property to Oakdale’s sanitary sewer system.

2. Connection Permit and Fees. When the owners of the Properties connect to Oakdale’s sanitary sewer system, Lake Elmo shall ensure that the owners apply for a connection permit from Oakdale. Oakdale shall be responsible for issuing the connection permit and for collecting its current sanitary sewer connection fees and availability charges from the owners at the time of application. The amount of the fees and charges shall be established by Oakdale and shall

be equal to the Oakdale resident fees or charges. Oakdale shall be entitled to retain all fees and charges collected.

3. Water Meters. The Properties are served by private wells and are not connected to either the Oakdale or Lake Elmo municipal water systems. The owners of the Properties will be responsible for purchasing a water meter and transmitter from Oakdale and installing that equipment on their wells before connecting to the Oakdale sanitary sewer system.

4. Service Charges. Oakdale shall be responsible for billing the resident or property owners and collecting the sanitary sewer service charges attributable to the Properties. The sanitary sewer service charges shall be equal to the Oakdale resident rates plus 5% unless otherwise jointly agreed by the City of Oakdale and City of Lake Elmo. Lake Elmo shall cooperate with Oakdale in the event that any unpaid sanitary sewer service charges need to be certified to the County Auditor for collection with the property taxes or assessed against the Properties.

5. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or mailed postage prepaid, certified mail, return receipt requested:

- a) as to Oakdale: City of Oakdale
1584 Hadley Avenue North
Oakdale, MN 55128-5407
ATTN: City Administrator
- b) as to Lake Elmo: City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
ATTN: City Administrator

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

6. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

7. Termination of Agreement. In the event that Lake Elmo constructs parallel sanitary sewer mains in the area of the Properties, this Agreement may be terminated by either party.

8. Services Agreement. This Agreement is a services agreement. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

9. Minnesota Law Governs. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

Pursuant to authorization of their respective city councils, Lake Elmo and Oakdale have entered into this Agreement as of the day and year first above written.

CITY OF LAKE ELMO

By: _____
Mayor

By: _____
City Administrator

CITY OF OAKDALE

By: _____
Carmen Sarrack, Mayor

By: _____
Craig Waldron, City Administrator