

FIRST AMENDMENT TO THE SANITARY SEWER USE AGREEMENT BETWEEN THE CITY OF SOUTH ST. PAUL AND THE CITY OF SAINT PAUL

This first amendment (the "Amendment") to the Sanitary Sewer Use Agreement, effective on the date of execution by both parties, is made and entered into by and between the City of South St. Paul, hereinafter referred to as the "South St. Paul", and the City of Saint Paul, hereinafter referred to as "Saint Paul",

WHEREAS, the Cities of South St. Paul and Saint Paul entered into a sanitary sewer use agreement (the "Agreement") dated February 19th, 2003, and

WHEREAS, the Cities of South St. Paul and Saint Paul have agreed to modify Article Four (Sewer Charge, Billing, and Payment) of the Agreement, and

WHEREAS, the Cities of South St. Paul and Saint Paul have agreed to update Appendix A of the Agreement that lists the properties in Saint Paul that currently drain to a sanitary sewer system of South St. Paul, and

WHEREAS, the Cities of South St. Paul and Saint Paul intend that all other provisions of the Agreement not changed, amended or modified through this Amendment shall remain in full force and effect.

NOW, THEREFORE, in consideration of the premises and the mutual promises made in connection herewith, the cities of South St. Paul and Saint Paul agree to the following changes to the Agreement:

1. The first sentence of Article Four, Section 4.01 is changed from "Customers identified in Appendix A, shall pay to South St. Paul a sewer charge based on their water consumption" to "For those customers identified in Appendix A with properties in Saint Paul and sewer services draining to a South St. Paul sewer system, **Saint Paul** shall pay to South St. Paul a sewer charge based on their water consumption."
2. Article Four, Section 4.02 is changed from "South St. Paul shall bill the customer directly, on or before the 15th day of the month following each calendar quarter for the total sewer charge for the preceding calendar quarter" to "South St. Paul shall bill **Saint Paul** directly, on or before the 15th day of the month following each calendar quarter for the total sewer charge for the preceding calendar quarter."
3. Article Four, Section 4.03 is changed from "Customers shall remit payment for each bill to South St. Paul on or before 30 days of the date of the bill" to "**Saint Paul** shall remit payment for each bill to South St. Paul on or before 30 days of the date of the bill."
4. The last paragraph of Article Four is deleted and replaced by "For properties in Saint Paul that drain to a South St. Paul sewer system, Saint Paul shall request that Saint Paul Regional Water Services combine the water and sewer bills of said properties, and administer their sewer billing at Saint Paul sewer rates. For these properties, South St. Paul shall bill Saint Paul at South St. Paul sewer rates."
5. Appendix A of the Agreement has been modified as follows:
 - a. The properties located in Saint Paul that are connected to a water system of Saint Paul Regional Water Services and that drain either directly or indirectly to a South St. Paul sanitary sewer are:

- i. 565 Annapolis Street
 - ii. 577 Annapolis Street
 - iii. 585 Annapolis Street
 - iv. 601 Annapolis Street
 - v. 736 Concord Frontage Road
 - vi. 555 Wyoming Street
 - vii. 556 Wyoming Street
- b. The properties located in Saint Paul that are connected to a water system of Saint Paul Regional Water Services and that do not drain either directly or indirectly to a South St. Paul sanitary sewer are:
 - i. 764 Concord Frontage Road
 - ii. 750 Concord Frontage Road
- c. The properties located in South St. Paul that are connected to a water system of Saint Paul Regional Water Services and that drain either directly or indirectly to a South St. Paul sanitary sewer are:
 - i. 534 Annapolis Street
 - ii. 558 Annapolis Street
 - iii. 568 Annapolis Street
 - iv. 570 Annapolis Street
 - v. 596 Annapolis Street
 - vi. 600 Annapolis Street

This Agreement constitutes the entire understanding between the Cities of South St. Paul and Saint Paul, and shall be permanently binding on both parties unless it is terminated by mutual consent.

CITY OF SOUTH ST. PAUL

By: Christina M. Udell

Title: City Clerk

Date 5-19-14

By: [Signature]

Title: City Engineer

Date May 19, 2014

By: [Signature]

Title: Mayor

Date May 19, 2014

CITY OF SAINT PAUL

By: _____

Title: Director of Public Works

Date: _____

By: _____

Title: City Clerk

Date: _____

By: _____

Title: Director of OFS

Date: _____

By: _____

Title: Mayor

Date: _____