



**Town Board
Meeting Supplement
July 15, 2019**

Supplemental Information:

**8.E. Joint Powers Agreement – City of Birchwood – Approve 2019
Utility/Sanitary Sewer Management Improvement Project**

Revised 3.b of Agreement at the Request of Birchwood
Clerk

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**Documentation: Revised 3.b of Joint Powers Agreement /
Email**

Action / Motion for Consideration:

Report at Meeting / Discuss

2. Upon the completion of the re-orientation improvement work, the Town of White Bear shall invoice the City of Birchwood for any incidental related costs incurred because of this project. The City of Birchwood shall pay the Town of White Bear within 45 days of receipt of the invoice.
3. The Town of White Bear shall be responsible for setting up the 13 residential addresses as sanitary sewer customers and establish accounts for them internally.
 - 3.a. The 13 residential addresses in the City of Birchwood shall be billed at the current prevailing sewer rate charged to all Town of White Bear utility customers.
 - 3.b. The City of Birchwood shall be responsible for conveying to the Town of White Bear the metered amount of water used by each resident covered under this Agreement ~~on a quarterly basis~~ at such time the meter is read to allow for calculation of the sewer rate to be billed to them.
4. The City of Birchwood shall be perpetually and solely responsible for the upkeep and cleaning of the line constructed at its sole expense. Should the Town be conducting a project wherein the line may be cleaned as part of that project, the City and Town may agree to have the line cleaned as part of that project with the Town invoicing the City of Birchwood for the time and materials to do so. The City of Birchwood shall pay the Town of White Bear within 45 days of receipt of the invoice.
5. The parties agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demands, costs, and expenses, including, but not limited to, interest involved therein and attorneys' fees and costs and expenses connected therewith, arising out of or resulting from the failure of either party to satisfy the provisions of this agreement or for damages caused to other parties as a result of the manner in which the offending party performs or fails to perform duties imposed on each party by the terms of this agreement.

Patti Walstad

From: Tobin Lay
Sent: Friday, July 12, 2019 1:13 PM
To: Lynette Olinger; Patti Walstad
Cc: Dale Reed
Subject: Re: Exhibits A & B for the JPA

Ok, we can do that. Currently we read meters quarterly but there's been talk of changing that. To be safe, have Patti tie the language to anytime the meters are read or something similar.

Thanks,
Tobin

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Lynette Olinger <Lynette.Olinger@whitebeartownship.org>
Date: 7/12/19 8:57 AM (GMT-06:00)
To: Tobin Lay <Tobin.Lay@cityofbirchwood.com>, Patti Walstad <Patti.Walstad@whitebeartownship.org>
Cc: Dale Reed <Dale.Reed@whitebeartownship.org>
Subject: RE: Exhibits A & B for the JPA

Hi Tobin,
It is preferred to bill actual usage when possible.
Are you billing quarterly or monthly? Patti will indicate this in the JPA.
Please have your utility billing person pass along the water readings to me each billing cycle or have me as an additional copy of these bills if your system allows. (WBL is doing this for certain shared customers).
Thanks much,

Lynette Olinger
Finance Analyst

White Bear Township
1281 Hammond Road
White Bear Township, MN 55110
Direct 651-747-2759
Lynette.Olinger@whitebeartownship.org

From: Tobin Lay <Tobin.Lay@cityofbirchwood.com>
Sent: Thursday, July 11, 2019 6:42 PM
To: Patti Walstad <Patti.Walstad@whitebeartownship.org>; Lynette Olinger <Lynette.Olinger@whitebeartownship.org>
Cc: Dale Reed <Dale.Reed@whitebeartownship.org>
Subject: RE: Exhibits A & B for the JPA