

Agreement Between the
City of Saint Paul
and the
City of Maplewood

This agreement ("Agreement") is dated this ____ day of _____ 2023 by and between the **CITY OF SAINT PAUL**, a home rule charter City under the laws of the State of Minnesota, (hereinafter referred to as "ST. PAUL"), and the **CITY OF MAPLEWOOD**, a municipal corporation of the State of Minnesota (hereinafter referred to as "MAPLEWOOD").

WHEREAS, the proposed The Heights development will generate new wastewater flow volumes that are proposed to discharge to St. Paul and Maplewood sewers; and

WHEREAS, the new wastewater flow volume from The Heights project which is located in St. Paul, will be metered with other wastewater flow volumes from St. Paul at existing Metropolitan Council Environmental Services (hereinafter referred to as "MCES") flow meters; and

WHEREAS, St. Paul and Maplewood previously executed a Joint Use Agreement on the 12th day of September 2005 regarding the transfer of ownership of a portion of MCES Interceptor 1-SP-214 from MCES to St. Paul and the conditions of joint use of the interceptor by St. Paul and Maplewood, attached in Exhibit 1B; and

WHEREAS, St. Paul and Maplewood previously executed Document No. 654 in April 1988 regarding intercommunity flow from Maplewood Districts 34 and 36 through St. Paul sewers tributary to MCES Interceptor 8566-371, attached in Exhibit 1C; and

WHEREAS, both St. Paul and Maplewood contribute flow to the interconnected sanitary sewer systems between The Heights site and existing MCES Interceptors 1-SP-214 and 8566-371 as depicted in Exhibit 2; and

WHEREAS, the parties wish to memorialize the changes to the Joint Use Agreements, dated the 12th day of September 2005 and April 1988, to account for wastewater flow volumes from the future The Heights development in St. Paul and existing wastewater flow volumes from St. Paul and Maplewood; and

NOW, THEREFORE, based on the mutual covenants contained herein, the parties agree as follows:

1. This agreement replaces and supersedes the two previously executed Joint Use Agreements dated the 12th day of September 2005 and April 1988.
2. Maplewood does hereby grant permission to St. Paul to allow the wastewater flow generated within The Heights site in St. Paul to discharge to Maplewood sanitary sewers in Larpeur Avenue and McKnight Road until said flow returns to St. Paul sanitary sewers downstream as depicted in Exhibit 2.

3. St. Paul does hereby grant continued permission to Maplewood to allow Maplewood Sanitary Sewer Districts 33(S), 34(S), 35(S), and 36(S) that currently drain into St. Paul sanitary sewers at the locations shown in Exhibit 2 to continue to do so in exchange for Maplewood's sharing of maintenance and replacement costs of the sanitary sewers.
4. The St. Paul and Maplewood sewer systems to be interconnected shall be used solely for the purpose of conveying sanitary sewage. St. Paul and Maplewood shall not permit storm water, clear water, or inflow and infiltration exceeding standards set by MCES to be connected to the sewers.
5. St. Paul and Maplewood shall save one another harmless from any damage, cost, or expense; and fully indemnify one another against any and all liability sustained by reason of the connection, or the maintenance of connections hereunder, between their public sewer systems by reason of any damage, cost, expense, or loss that may be sustained by each party, its inhabitants, or any other person or persons connected with the use of the public sewer system, or by diversion into the public sewer system of roof water or storm water drainage. This agreement is entered into pursuant to all of the terms, provisions, and conditions of Chapter 80 (Sewer Contracts, Suburbs) of the Legislative Code of St. Paul.
6. St. Paul shall log, track, and share the SAC determination letters received from MCES for lots within The Heights with Maplewood as development progresses within The Heights.
7. On or before February 1 of each year, St. Paul and Maplewood staff shall meet (virtually or in-person) to review and compare the original development SAC estimates against SAC determination letters received. At that time, the Residential Equivalent Connection (REC) amounts in Exhibit 3 and Exhibit 4 will be revised based on the constructed and sewer REC units in the affected sewersheds, or based on field measurement of actual flow rates.
8. It is agreed between the parties hereto that MCES shall adjust the annual Municipal Wastewater Charges (MWC) to St. Paul and Maplewood for their proportionate costs of regional sewage conveyance, treatment, and related costs based on the mutually agreed upon REC units. St. Paul and Maplewood shall cooperate with and provide all necessary information to MCES to facilitate the proper billing to Maplewood and St. Paul for the unmetered intercommunity wastewater flow.
9. St. Paul and Maplewood agree to annually reimburse one another an amount equal to the sum of the products of the distance of each joint use sewer segment, times the percentage of flow originating within the respective party to the total sewer flow, times an annual sanitary sewer maintenance cost per mile of the other party, as established herein. Exhibit 3 tabulates the intercommunity flow to total flow percentage for the various segments of the joint use sewers based on calculated REC units. Should the use of these percentages no longer accurately reflect the estimated maintenance cost apportionment, then they may be superseded by a revised determination of REC units or field measurement of actual flow rates. Exhibit 3 also tabulates the proportionate mileage of joint use sanitary sewer on which the annual reimbursement is based.
10. Beginning in 2028, on or before February 1 of each year, St. Paul and Maplewood shall submit to one another documentation of their annual sewer maintenance budgets and summations of mileage of sewer, irrespective of size or type.

- a. The St. Paul annual sanitary sewer maintenance cost utilized for the purposes of this agreement shall be the annual St. Paul Department of Public Works Sewer Maintenance budget (Reasonably estimated to be: \$XXXXXXX for 202Y), divided by the total mileage of sewer within St. Paul (XXXX miles in 202Y) times 110 percent to account for other administrative, depreciation, and related overhead expenses not included within the sewer maintenance division budget. For 202Y, the St. Paul annual maintenance cost per mile is agreed to be \$XXXX.
 - b. The Maplewood annual sanitary sewer maintenance cost utilized for the purposes of this agreement shall be the annual Maplewood Department of Public Works Sanitary Sewer Operations budget (Reasonably estimated to be: \$XXXXXXX for 202Y), divided by the total mileage of sewer within Maplewood (XXXX miles in 202Y) times 110 percent to account for other administrative, depreciation, and related overhead expenses not included within the sewer maintenance division budget. For 202Y, the Maplewood annual maintenance cost per mile is agreed to be \$XXXX.
11. The party owing the larger annual maintenance cost sharing amount shall make payment for the net amount, equal to their payment amount minus the reciprocal payment amount, to the other party within thirty (30) days of receipt of invoice for the maintenance cost sharing amount as determined by the basis set forth in this agreement for the current calendar year.
12. In the event that it is necessary to reconstruct or replace part or all of the existing joint use sewers, St. Paul and Maplewood will recompense one another based on the current mutually agreed upon percentages of respective flow for the segments to be reconstructed or replaced. If replacement is needed because one party wishes to convey additional flow, that cost will be paid by that party.
13. This agreement shall be permanently binding on both parties unless it is terminated by mutual consent, or unless sewerage facilities that allow a connection to the MCES interceptor system within St. Paul or Maplewood become available and obviate the stated purpose of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on this ____ day of _____ 2023.

CITY OF MAPLEWOOD

By: _____
Mayor

And: _____
City Manager

CITY OF SAINT PAUL

Approved as to form by legal counsel

By: _____
Mayor

And: _____
City Clerk

And: _____
Director of Public Works

And: _____
Director of Finance