

File No.

Status

Supplement #

PW Lease No.

PW Proj. No.

PW Project No.

PW Project Name

Proj Mgr

Second Party

SP#

Description

MSA#

Completion Date

Agreement No.

Agree Date

Contract

Vendor

Fund #

Activity #

Waiver #

Financing Source

Total Payable

Final

Receivable Amount

Payable Amount

Authority #

Notes:

CITY OF SAINT PAUL  
INTERDEPARTMENTAL MEMORANDUM

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*Joyce  
for our  
file*

TO: Jim Schwartz  
FROM: Mike Kassan *Mike*  
DATE: September 29, 1988

SUBJECT: Maplewood Joint Use Agreement

Attached is a fully executed joint-use sanitary sewer maintenance agreement between the cities of Maplewood and St. Paul. Under this agreement, St. Paul allows Maplewood to use certain segments of our sanitary sewer to convey Maplewood's flow to a MWCC interceptor located in St. Paul. In turn, Maplewood agrees to pay an annual fee for their portion of the maintenance of these sewer segments.

MGK/ck  
Attachment

ORIGINATOR Donald E. Nygaard		DATE INITIATED	DATE COMPLETED	<b>GREEN SHEET</b> No. 001089	
CONTACT PERSON Mike Kassan		<b>ASSIGN NUMBER FOR ROUTING ORDER:</b>	1 <del>DEPARTMENT DIRECTOR</del>		3 MAYOR (OR ASSISTANT)
CONTACT DEPT. Public Works			FINANCE & MANAGEMENT SERVICES DIRECTOR		4 CITY CLERK
CONTACT PHONE NO. 298-5327			BUDGET DIRECTOR		
2 CITY ATTORNEY					

**SUBJECT/DESCRIPTION OF PROJECT/REQUEST:**  
Execute an agreement for the joint use of Saint Paul sanitary sewer by Maplewood (Reference A)

**RECOMMENDATIONS:** (Approve (A) or Reject (R) )

<input type="checkbox"/> PLANNING COMMISSION	<input type="checkbox"/> CIVIL SERVICE COMMISSION
<input type="checkbox"/> ZONING COMMISSION	<input type="checkbox"/> ISD 625 SCHOOL BOARD
<input checked="" type="checkbox"/> A STAFF	<input type="checkbox"/> CHARTER COMMISSION
<input type="checkbox"/> DISTRICT COUNCIL	

SUPPORTS WHICH COUNCIL OBJECTIVE?  
Does not support any specific council objective.

**COUNCIL RESEARCH REPORT:**

DATE IN	DATE OUT	ANALYST	PHONE NO.

COMPLETE AS IS  ADD'L INFO. ADDED\*  RET'D TO CONTACT FOR ADD'L INFO.\*  CONSTITUENT FEEDBACK ADDED \*

\* EXPLANATION:

RECEIVED  
RECEIVED  
APR 07 1988  
MAYOR'S OFFICE

RECEIVED  
APR 4 1988  
CITY ATTORNEY

**INITIATING PROBLEM, ISSUE, OPPORTUNITY (Who, What, When, Where, Why):**  
Since a development in Maplewood does not have a direct access to a MWCC interceptor, the City of Maplewood is requesting permission to use a segment of Saint Paul's sanitary sewer from the intersection of Edgewater Blvd. and Maryland Ave. to the MWCC interceptor at Hazel St. and Minnehaha Ave. (Reference B). Maplewood desires to execute this agreement as soon as possible.

**JUSTIFICATION (Cost/Benefits, Advantages, Results):**  
Cooperation with Maplewood.  
Maplewood will contribute towards the maintenance of this sewer segment.

**CONSEQUENCES (What, When, and To Whom):**  
Maplewood will install a segment of sewer on Maryland Ave. from McKnight Rd. to Edgewater Blvd., this will cause traffic problems, but is confined to about half a block.

RECEIVED  
APR 8 1988

<b>ALTERNATIVES:</b> Reject Maplewood's request	<b>PROS</b> Avoid disturbing a segment of Maryland Ave.	<b>OFFICE OF THE DIRECTOR DEPARTMENT OF FINANCE AND MANAGEMENT SERVICES</b> If Maplewood will suffer. Maplewood would have to construct a long segment of sewer to connect with the MWCC interceptor
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**HISTORY/PRECEDENTS:**  
Saint Paul has other agreements with Maplewood for the joint use of sanitary sewer facilities.

**LEGAL ISSUES:**  
No legal issues - provisions are made in Chapter 80 of the Legislative Code for this type of agreement.

Reference A

#1654

AGREEMENT

Reference A

THIS AGREEMENT, made and entered into by and between the City of Saint Paul, a municipal corporation of the State of Minnesota, herein referred to as "SAINT PAUL" and the City of Maplewood, a municipal corporation of the State of Minnesota, hereinafter referred to as "MAPLEWOOD".

WHEREAS, Maplewood has requested permission from Saint Paul to connect a portion of its public sanitary sewer system to the Saint Paul sanitary sewer system, for the purpose of transporting sanitary sewage to Metropolitan Waste Control Commission interceptor sanitary sewer connection points located within the corporate limits of Saint Paul. The following agreement is intended to establish the conditions of the joint use between Saint Paul and Maplewood of existing Saint Paul sanitary sewers as described in Exhibit A..

NOW, THEREFORE, Saint Paul and Maplewood do hereby mutually agree as follows:

1. Saint Paul does hereby grant permission to Maplewood to connect Maplewood sanitary sewer conveying sanitary sewage at the locations specified in Exhibit A in exchange for sharing of maintenance and replacement costs as stipulated herein.
2. The Maplewood sewer system to be connected to the Saint Paul sewer system shall be used solely for the purpose of conveying sanitary sewage and Maplewood shall not permit any storm water to be connected to the sewer system.
3. Maplewood shall save the City of Saint Paul harmless from any damage, cost or expense and fully indemnify said city against any and

all liability sustained by reason of the connection or the maintenance of the connections hereunder between the said public sewer system of Maplewood and the said public sewer system of the City of by reason of any damage, cost, expense or loss that may be sustained by Maplewood, its inhabitants, or any other person or persons connected with the use of said Maplewood's public sewer system or by reason of the diversion into said Maplewood's 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 the City of Saint Paul.

4. It is agreed between the parties hereto that the Metropolitan Waste Control Commission shall estimate the amount of sanitary sewage attributable to the Maplewood properties hereby authorized to be connected to this Saint Paul sewer system and shall accordingly charge Maplewood for its proportionate cost of sewage treatment, conveyance and related costs in its annual billings. Maplewood and Saint Paul shall cooperate with and provide all necessary information to the Metropolitan Waste Control Commission so as to permit the proper billing to Maplewood and credit to Saint Paul for its sewage.
5. Maplewood agrees to annually reimburse Saint Paul for 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 Maplewood to the total sewer flow times an annual sanitary sewer maintenance cost per mile, as established herein. Exhibit A tabulates the Maplewood flow to total flow percentage for the various segments of the joint-use sewers based on calculated residential equivalent connection (REC) units. Should the use of these percentages be

unsatisfactory as basis of maintenance cost apportionment to either party, then they may be superceded by a revised determination of REC units or field checks of actual flow rates. Exhibit B tabulates the proportionate mileage of joint-use sanitary sewer upon which Maplewood's annual reimbursement to Saint Paul is based.

6. On or before February 1 of each year, Saint Paul shall submit to Maplewood documentation of the Saint Paul Department of Public Works-sewer maintenance division annual budget and summation of mileage of sewer, irrespective of size or type. The annual sanitary sewer maintenance cost utilized for the purposes of this agreement shall be the annual Saint Paul Department of Public Works-sewer maintenance division budget divided by the mileage of sewer within Saint Paul times 110% to account for other administrative, depreciation and related overhead expenses not included within the sewer maintenance division budget. For 1987 and 1988, the annual maintenance cost per mile is agreed to be \$3,049.
  
7. Maplewood shall make payment to Saint Paul on or before May 1 of each year for the maintenance-cost sharing amount as determined by the basis set forth in this agreement for the current calendar year. The payment for calendar year 1987 shall be prorated to one-third of the calculated annual amount since connections were in effect for only the last one-third of 1987. Payment for calendar year 1987, in the amount of (one-third)  $(\$3,049/\text{mile}) (0.868 \text{ miles}) = \$882.17$ , plus payment for calendar year 1988, in the amount of  $(\$3,049/\text{mile}) (0.868 \text{ miles}) = \$2,646.53$ , shall be made on or before May 1, 1988.

8. In the event that it is necessary to reconstruct or replace the existing joint-use sewers, Maplewood will recompensate Saint Paul for the additional incremental cost of increasing the pipe depth, pipe size and/or temporary measures to maintain flow during construction of the system above that required for conveyance of the sewage generated within the tributary area of the particular joint-use sewer within Saint Paul.
9. Both parties affirm that it is mutually beneficial that the joint-use sewers should be designated as interceptor sanitary sewers. Both parties shall pursue transfer of these joint-use facilities to the ownership and maintenance by the Metropolitan Waste Control Commission.
10. This agreement shall be permanently binding upon both parties unless it is terminated by mutual consent or in the event that sewerage facilities that allow a connection to the Metropolitan Waste Control interceptor system within Maplewood become available and obviate the stated purpose of this agreement.

EXHIBIT A  
Joint-Use Sewers and Percentage of Flow

Connection of Maplewood Sanitary Sewer Service District 20\* to Edgewater Boulevard and Maryland Avenue

Sewer Segment	(REC Maplewood)		Maplewood Share %					
	(\u005C\u005C REC Total \u005C)		1987-89	1990-94	1995-99	2000-		
Edgewater Maryland to Jessamine	( 344 ) ( 471 )	73	( 491 ) ( 618 )	79	( 736 ) ( 863 )	85	( 981 ) (1108)	88
Edgewater Jessamine to Case	( 344 ) ( 504 )	68	( 491 ) ( 651 )	75	( 736 ) ( 896 )	82	( 981 ) (1141)	86
Case Edgewater to Ruth	( 344 ) ( 536 )	64	( 491 ) ( 683 )	72	( 736 ) ( 928 )	79	( 981 ) (1173)	84
Case Ruth to Hazel	( 344 ) ( 756 )	45	( 491 ) ( 903 )	54	( 736 ) (1148)	64	( 981 ) (1393)	70
Hazel Case to Stillwater	( 344 ) (1018)	34	( 491 ) (1165)	42	( 736 ) (1410)	52	( 981 ) (1655)	59
Hazel Stillwater to Bush	( 344 ) (1467)	23	( 491 ) (1614)	30	( 736 ) (1859)	40	( 981 ) (2104)	47
Hazel Bush to Minnehaha (Jct. with MWCC SP210)	( 344 ) (1876)	18	( 491 ) (2023)	24	( 736 ) (2268)	32	( 981 ) (2513)	39

Connection of Maplewood Sanitary Sewer Service District 39\* (SW 1/4 SW 1/4, Sec. 13 Twp. 28, R. 22) to Boxwood and Carver

	1987-89	1990-94	1995-99	2000-				
McKnight Boxwood to Carver (Jct. with MWCC SP260)	( 7 ) (28)	25	( 76 ) (112)	68	( 76 ) (112)	68	( 76 ) (112)	68

\*As defined in Maplewood Comprehensive Sewer Plan.



EXHIBIT B  
 MAPLEWOOD MAINTENANCE COST SHARING  
 MILEAGE

Connection of Maplewood Sanitary Sewer Service District 20\* to Edgewater Boulevard and Maryland Avenue

Sewer Segment	Distance, Miles	Maplewood Mileage (=Segment Miles x $\frac{\text{Maplewood Flow \%}}{\text{Total Flow}}$ )			
		<u>1987-89</u>	<u>1990-94</u>	<u>1995-99</u>	<u>2000-</u>
Edgewater Maryland to Jessamine	0.265	0.193	0.209	0.225	0.233
Edgewater Jessamine to Case	0.284	0.193	0.213	0.241	0.244
Case Edgewater to Ruth	0.284	0.182	0.204	0.224	0.238
Case Ruth to Hazel	0.250	0.112	0.135	0.160	0.175
Hazel Case to Stillwater	0.170	0.058	0.071	0.088	0.100
Hazel Stillwater to Bush	0.199	0.046	0.050	0.080	0.094
Hazel Bush to Minnehaha (Jct. with MWCC SP210)	0.123	0.022	0.030	0.039	0.048
Subtotal Maplewood Miles		0.806	0.922	1.057	1.132

Connection of Maplewood Sanitary Sewer Service District 39\* (SW 1/4 SW 1/4, Sec. 13 Twp. 28, R. 22) to Boxwood and Carver

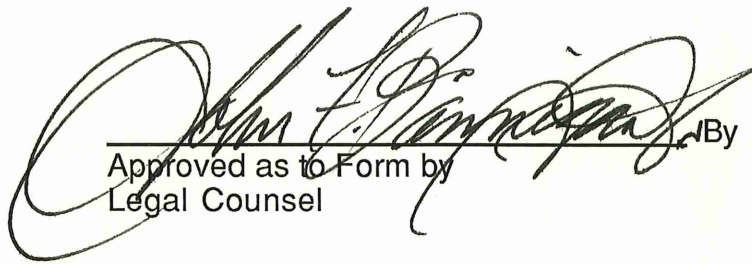
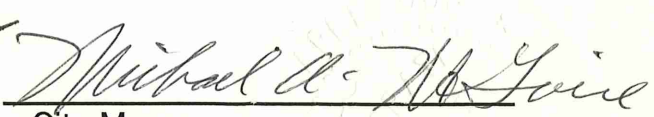
Sewer Segment	Distance, Miles	Maplewood Mileage			
		<u>1987-89</u>	<u>1990-94</u>	<u>1995-99</u>	<u>2000-</u>
McKnight Boxwood to Carver (Jct. with MWCC SP260)	0.246	0.062	0.167	0.167	0.167
Total Maplewood Miles		0.868	1.089	1.224	1.299

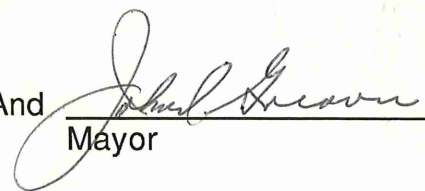
\*As defined in Maplewood Comprehensive Sewer Plan

IN WITNESS WHEREOF, the parties have executed this agreement on this

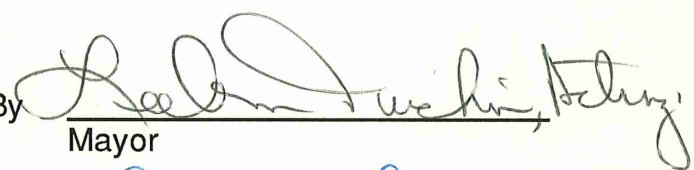
\_\_\_\_\_ day of \_\_\_\_\_, 1988.

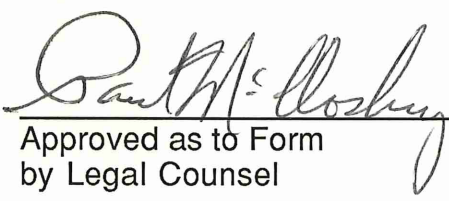
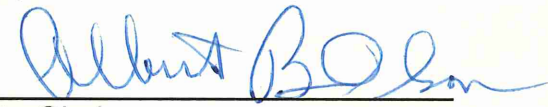
CITY OF MAPLEWOOD

 By   
Approved as to Form by City Manager  
Legal Counsel

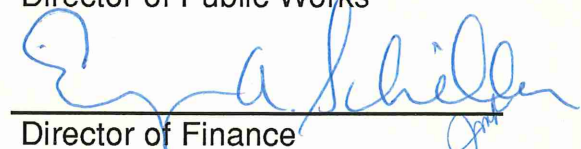
And   
Mayor

CITY OF SAINT PAUL

\_\_\_\_\_ By   
Mayor

 And   
Approved as to Form by Legal Counsel City Clerk

And   
Director of Public Works

And   
Director of Finance