

Agreement Between the

City of Saint Paul

and the

City of Maplewood

This agreement ("Agreement") is dated this 12th day of September 2005 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 Metropolitan Council Environmental Services has declared that their interceptor known as 1-SP-214, as described in Exhibit A (hereinafter referred to as "INTERCEPTOR"), no longer meets their criteria as a regional interceptor because its flow is less than 200,000 gallons per day; and

WHEREAS, by law the Metropolitan Council Environmental Services must reconvey the interceptor to St. Paul and;

WHEREAS, the Metropolitan Council Environmental Services has agreed to make repairs to the interceptor so that it is reconveyed in good condition, and

WHEREAS, both St. Paul and Maplewood contribute sanitary flow to the interceptor, and

WHEREAS, St. Paul has agreed to accept ownership of the interceptor.

NOW, THEREFORE, this agreement is intended to establish the conditions of the interceptor's joint use by St. Paul and Maplewood and they hereby mutually agree as follows:

1. St. Paul does hereby grant permission to Maplewood to allow Maplewood Sanitary Sewer Districts 33(S) and 35(S) that currently drain into the interceptor at the locations shown in Exhibit B to continue to do so in exchange for Maplewood's sharing of maintenance and

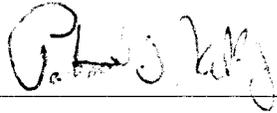
replacement costs of the interceptor.

2. The Maplewood sewer system to be connected to the St. Paul sewer system shall be used solely for the purpose of conveying sanitary sewage. Maplewood shall not permit storm water, clear water or inflow and infiltration exceeding standards set by the Metropolitan Council Environmental Services to be connected to the interceptor.
3. Maplewood shall save St. Paul harmless from any damage, cost or expense; and fully indemnify St. Paul against any and all liability sustained by reason of the connection, or the maintenance of connections hereunder, between the public sewer system of Maplewood and the public sewer system of St. Paul 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 Maplewood's public sewer system, or by diversion into Maplewood's public sewer system of roof water or storm water drainage. This agreement is entered into pursuant to all of the terms, provision and conditions of Chapter 80 (Sewer Contracts, Suburbs) of the Legislative Code of St. Paul.
4. It is agreed between the parties hereto that the Metropolitan Council Environmental Services (MCES) shall estimate the amount of sanitary sewage attributable to the Maplewood properties hereby authorized to be connected to the newly reconveyed interceptor, and shall accordingly charge Maplewood for its proportionate cost of sewage treatment, conveyance in MCES interceptors, and related costs in its annual billings. Maplewood and Saint Paul shall cooperate with, and provide all necessary information to the Metropolitan Council Environmental Services 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 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 C 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 superseded by a revised determination of REC units or field checks of

actual flow rates. Exhibit C also tabulates the proportionate mileage of joint-use sanitary sewer on 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 St. Paul Department of Public Works Sewer Maintenance 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 budget (\$5,770,568 for 2006), divided by the mileage of sewer within Saint Paul (1254 miles in 2006) times 110 percent, to account for other administrative, depreciation, and related overhead expenses not included within the sewer maintenance division budget. For 2006, the annual maintenance cost per mile is agreed to be \$5062.
7. Maplewood shall make payment to Saint Paul within thirty 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.
8. In the event that it is necessary to reconstruct or replace part or all of the existing joint-use sewers, Maplewood will recompense Saint Paul based on the percentages of Maplewood's flow as show in Appendix C for the segments to be reconstructed or replaced. If replacement is needed because Maplewood wishes to convey additional flow, that cost will be paid by Maplewood.
9. This agreement shall be permanently binding on both parties unless it is terminated by mutual consent, or in the event that sewerage facilities that allow a connection to the Metropolitan Council Environmental Services interceptor system within Maplewood become available and obviates the stated purpose of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on this 12th day of September 2005



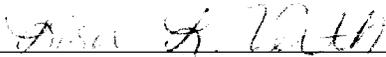
Approved as to form by legal counsel

CITY OF MAPLEWOOD

By: Bob Cardinal
~~City Manager~~ *Mayor*

And: Michael Fiorino
~~Mayor~~ *City Manager*

CITY OF SAINT PAUL



Approved as to form by Assistant City Attorney

By: [Signature]
Mayor

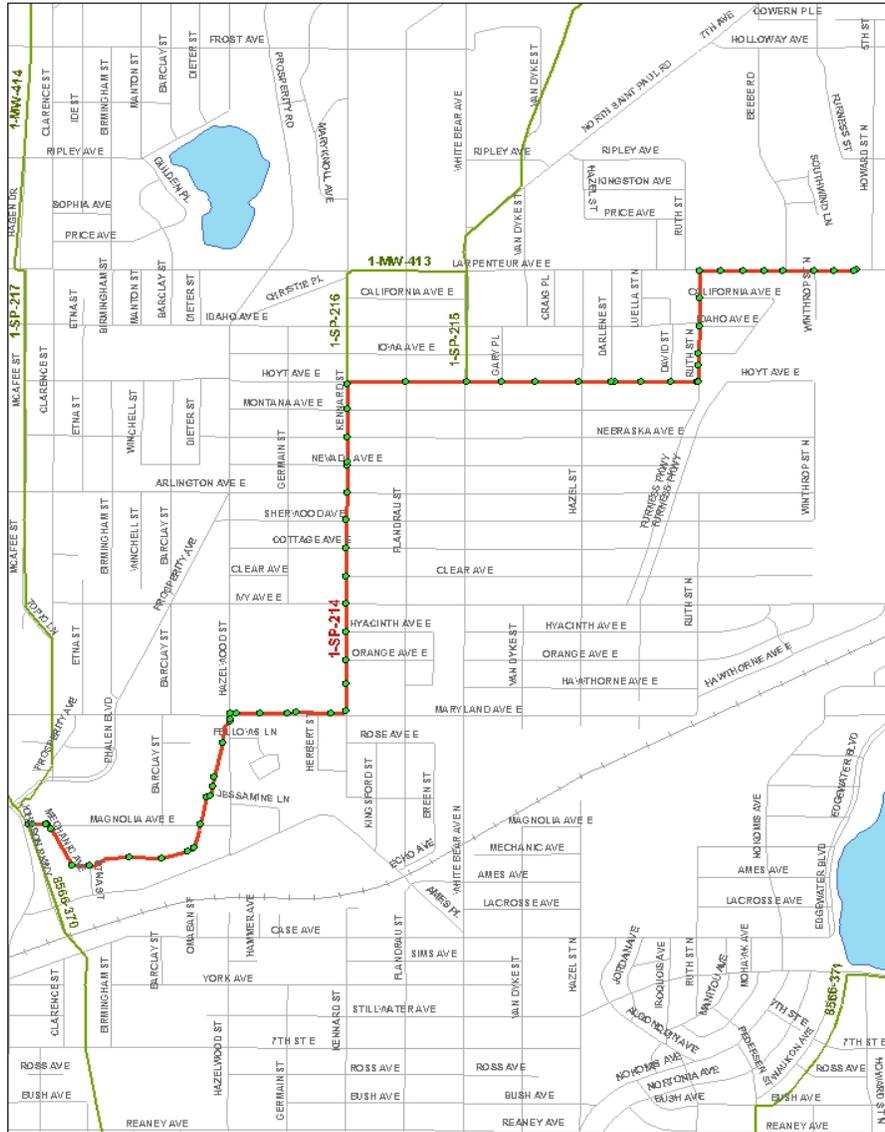
And: [Signature]
City Clerk

And: [Signature]
Director of Public Works

And: [Signature]
Director of Finance

EXHIBIT A

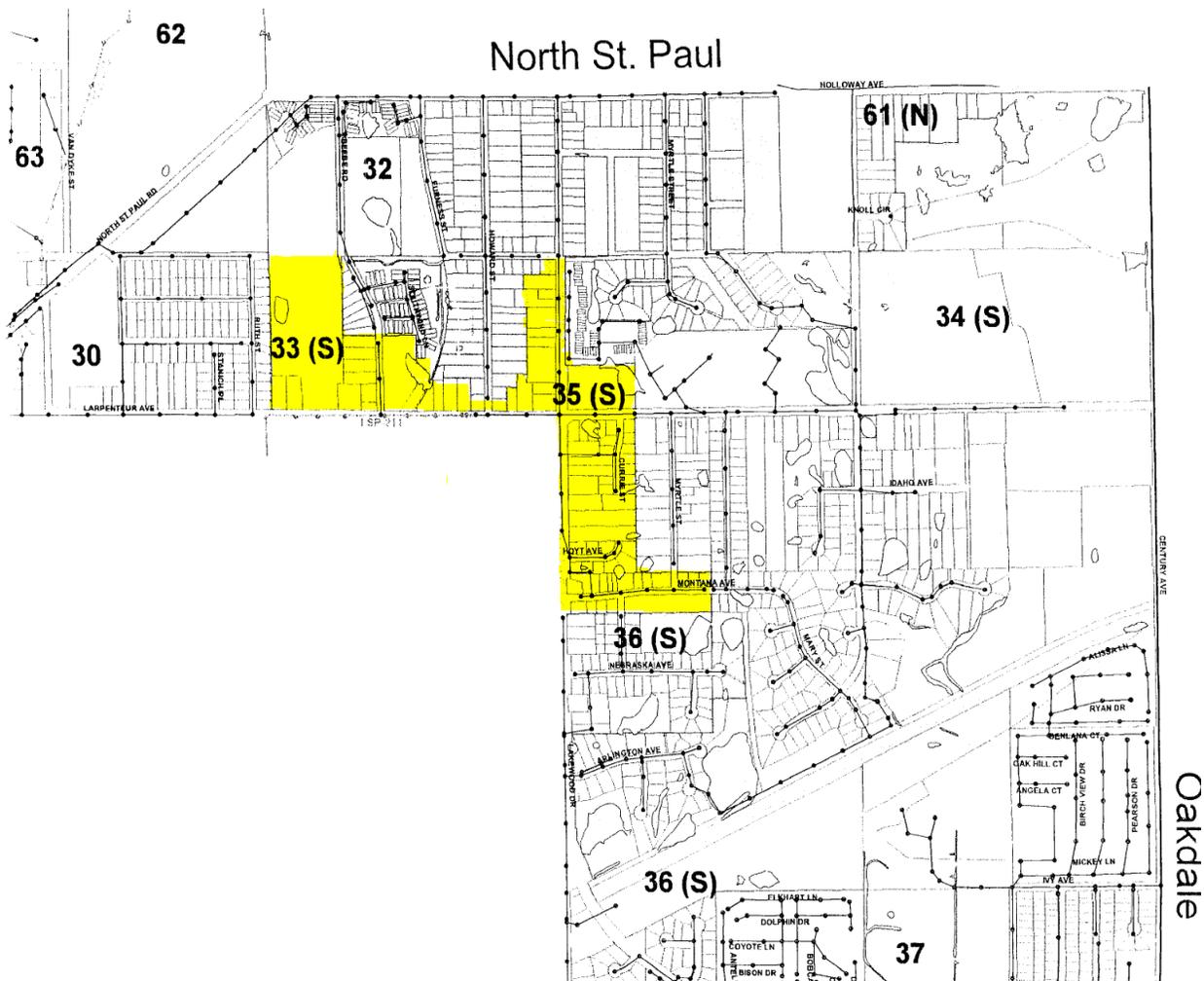
LOCATION OF METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES' INTERCEPTOR 1-SP-214



Note: the portion of 1-SP-214 that MCES is reconveying to St. Paul begins at Larpenteur Avenue approximately 204 feet west of Howard Street and ends at the intersection of White Bear Avenue and Hoyt Avenue.

EXHIBIT B

LOCATION OF MAPLEWOOD'S SANITARY SEWER CONNECTIONS TO THE METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES' INTERCEPTOR 1-SP-214 AND THE AREA IN MAPLEWOOD CURRENTLY SERVED BY THE INTERCEPTOR



District 33 (S) connects to the interceptor at the intersection of Beebe Road and Larpenteur Avenue.

District 35 (S) connects to the interceptor in Larpenteur Avenue at a manhole approximately 204 feet west of Howard Street.

EXHIBIT C
JOINT USE SEWERS AND PERCENTAGE OF FLOW

The following table shows the percentage in 2005 of Maplewood's sanitary sewer flow entering the reconveyed Metropolitan Council Environmental Services' interceptor known as 1-SP-214. Flow from Maplewood includes their Sanitary Sewer Districts 33(S) and 35(S). The Equivalent Maplewood Mileage is calculated as a factor in determining Maplewood's annual cost for using this section of St. Paul's sanitary sewer.

Sewer Segment	(Maplewood's REC) (Total REC)	Maplewood's Share %	Segment Miles	Equivalent Maplewood Mileage
Larpenteur Ave. from Upstream end to Beebe St.	<u>60</u> 17+60	78%	0.1492	0.1164
Larpenteur Ave. from Beebe St. to Ruth St.	<u>98</u> 26+98	79%	0.1788	0.1413
Ruth St. from Larpenteur Ave. to Hoyt Ave	<u>98</u> 104+98	49%	0.2487	0.1219
Hoyt Ave. from Ruth St. to Hazel Ave.	<u>98</u> 228+98	30%	0.2547	0.0764
Hoyt Ave. from Hazel Ave. to White Bear Ave.	<u>98</u> 261+98	27%	0.2392	0.0646

Total Maplewood Mileage = 0.5206

Note: The Metropolitan Council Environmental Services defines a REC as the sanitary sewer volume (80,000 gallons per year) generated by a typical residential connection.

EXHIBIT D
NUMBER OF HOMES AND OTHER PROPERTIES CONNECTED
TO 1-SP-214

For St. Paul:

Larpenteur Ave from the upstream end of 1-SP-214 to Beebe Street:

Five homes plus Hillcrest Country Club. 5 homes

In 2004, the Hillcrest Country Club used 957,440

gallons of water. This amounts to: $\frac{957,440 \text{ gal}}{80,000 \text{ gal/REC}} = \underline{12.0 \text{ REC}}$

Total: 17 REC

Larpenteur Ave from Beebe St. to Ruth St.: 9 homes

Total: 9 REC

Ruth St. from Larpenteur Ave to Hoyt Ave. includes the following:

Ruth St. from Larpenteur to Hoyt Ave.: 18 homes

California Ave from Furness Pkwy to Ruth St.: 23 homes

Idaho Ave from Furness Pkwy to Ruth St.: 17 homes

Iowa Ave from Furness Pkwy to Ruth St.: 9 homes

Hoyt Ave from Furness Pkwy to Ruth St.: 11 homes

Total: 78 homes (78 REC)

Hoyt Ave. from Ruth St. to Hazel St. includes the following:

Hoyt Ave. from Ruth St. to White Bear Ave.: 26 homes

Hayden Heights Community Center *: 0.4 REC

David St. from California Ave. to Hoyt Ave.: 14 homes

Luella St. from Larpenteur Ave. to Idaho Ave.: 16 homes

Idaho Ave. from David St. to Darlene St.: 4 homes

Darlene St. from Larpenteur Ave. to Hoyt Ave.: 29 homes

Hazel St. from Larpenteur Ave. to Hoyt Ave.: 35 homes

Total: 124 homes + 0.4 REC (124.4 REC)

EXHIBIT D CONTINUED

* In 2004, the Hayden Heights Community Center used 34,408 gallons of water. This amounts to: $\frac{34,408 \text{ gal}}{80,000 \text{ gal/REC}} = 0.4 \text{ REC}$

Hoyt Ave. from Ruth St. to White Bear Ave: 33 homes
Total: 33 REC

For Maplewood:

District 33(S):

Larpenteur Ave. from McKnight to Ruth 6 homes

Beebe Rd. from MH 3 to Larpenteur Ave. 5 homes

Mounds Park Academy:

Average flow for 2003 & 2004

is 2,134,700 gal/yr $\frac{2,134,700 \text{ gal}}{80,000 \text{ gal/REC}} = 27 \text{ REC}$

80,000 gal/REC

Total: 38 REC

District 35(S) discharges into 1-SP-214 at its upstream end:

Larpenteur Ave. from MH 6 to McKnight 7 homes

McKnight Rd. from Ripley to Larpenteur 9 homes

Currie St. from cul-de-sac to McKnight 13 homes

Montana Ave. from Lakewood to McKnight 18 homes

Hoyt Ave. from cul-de-sac to McKnight 9 homes

McKnight Rd. from Montana to Larpenteur 4 homes

Total: 60 homes (60 RECs)