



Legislation Text

File #: RES 14-789, **Version:** 1

Approving the agreement between the City of St. Paul and the State of Minnesota related to transfer of sewer ownership.

This Agreement, effective on the date of execution by both parties, is made and entered into by and between the State of Minnesota, hereinafter referred to as the "State", and the City of Saint Paul, Minnesota, hereinafter referred to as the "City",

WHEREAS, the City has declared that its 24 inch storm sewer piping system on the east side of Rice Street, from Fuller Avenue to Saint Anthony Avenue, as described in Exhibit A (hereinafter referred to as "24 inch storm sewer on Rice"), has no major defect and is serving only one private storm sewer service, and

WHEREAS, the City has declared that its 12 inch, 21 inch, and 30 inch storm sewer piping system in the MNDOT Campus, from Fuller Avenue to Rev. Dr. Martin Luther King Blvd, as described in Exhibit B (hereinafter referred to as "12 inch, 21 inch, and 30 inch storm sewer piping system in the MNDOT Campus"), has no major defect and is serving only one private storm sewer service, and

WHEREAS, the City has declared that its 9 inch sanitary sewer piping system on vacated Aurora Avenue, from Robert Street to Cedar Avenue, as described in Exhibit C (hereinafter referred to as "9 inch sanitary sewer piping system on vacated Aurora"), has no major defect but has been significantly modified by the State making it impossible for the City to inspect and maintain, and

WHEREAS, the City's policy requires that the ownership of a public sewer serving only one private sewer service be transferred to the owner of the private sewer service, and

WHEREAS, the City cannot access, inspect, and maintain city-owned sewers that have been significantly modified by private sewer service owners.

NOW, THEREFORE, the State and City mutually agree that:

1. The State shall accept full ownership of the 24 inch storm sewer on Rice "as is", and expressly agrees that it shall hold harmless, protect, defend and indemnify the City, its agents, employees and officers, from and against any and all claims, actions or suits of any kind brought for or on account of any claimed or alleged injuries or damages received by any person or property resulting from activities pertaining in any way to the 24 inch storm sewer on Rice.
2. The State shall accept full ownership of the 12 inch, 21 inch, and 30 inch storm sewer piping system in the MNDOT Campus "as is", and expressly agrees that it shall hold harmless, protect, defend and indemnify the City, its agents, employees and officers, from and against any and all claims, actions or suits of any kind brought for or on account of any claimed or alleged injuries or damages received by any person or property resulting from activities pertaining in any way to the 21 inch and 30 inch storm sewer piping system in the MNDOT Campus.
3. The State shall accept full ownership of the 9 inch sanitary sewer piping system on vacated Aurora "as is", and expressly agrees that it shall hold harmless, protect, defend and indemnify the City, its agents, employees and officers, from and against any and all claims, actions or suits of any kind brought for or on account of any claimed or alleged injuries or damages received by any person or property resulting from activities pertaining in any way to the 9 inch sanitary sewer piping system on vacated Aurora.

This Agreement constitutes the entire understanding between the City and the State, and shall be permanently binding on both parties unless it is terminated by mutual consent.