

SEWAGE MANAGEMENT PLAN

THIS AGREEMENT made this **xx** day of **xxxxxxx**, 2015 between the City of Athol, a municipal corporation organized under the laws of the State of Idaho and situated in the County of Kootenai, State of Idaho, hereinafter referred to as "MUNICIPALITY" and Panhandle Health District 1, a Health District organized under Title 39, Chapter 4, Idaho Code with its principal office in the City of Hayden, County of Kootenai, State of Idaho, hereinafter referred to as "HEALTH DISTRICT." This AGREEMENT supersedes the prior agreement approved on October 6, 1992.

The parties to this AGREEMENT, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

SECTION ONE

The HEALTH DISTRICT has legal responsibility for the protection and preservation of the public health, under Idaho Code 39-414 and the protection of the Rathdrum Prairie Aquifer from contamination.

SECTION TWO

The MUNICIPALITY desires to maintain orderly population growth in such a manner as to prevent possible contamination to the Rathdrum Prairie Aquifer from subsurface sewage disposal.

SECTION THREE

The MUNICIPALITY was previously obligated under Section 41.01.01.110.04.c.i of the Environmental Health Code of the HEALTH DISTRICT to construct and operate a municipal sewage disposal system which meets all applicable State of Idaho and Federal Standards in design and operation. The MUNICIPALITY does not, as of the date of this AGREEMENT, have such a system. Furthermore, the MUNICIPALITY, by virtue of this AGREEMENT, has formally informed the HEALTH DISTRICT that it does not intend to construct a municipal sewage disposal system.

SECTION FOUR

Since a municipal sewage treatment system is not intended to be constructed in accordance with State of Idaho and Federal standards, the MUNICIPALITY shall assume responsibility for the aggregate effect of all subsurface sewage disposal systems within its legal boundaries. In

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particular, the MUNICIPALITY agrees to fulfill its responsibility in accordance with the provisions of APPENDIX A.

The provisions of APPENDIX A, attached hereto, are incorporated herein in the same manner as the other provisions of this agreement.

SECTION FIVE

The MUNICIPALITY agrees to notify the HEALTH DISTRICT of any failed subsurface systems within the MUNICIPALITY'S legal boundaries.

SECTION SIX

In the event the MUNICIPALITY fails to perform on any of its obligations under this agreement, the HEALTH DISTRICT may proceed promptly in any court of jurisdiction to seek enforcement of this agreement and, if applicable, the Environmental Health Code against the MUNICIPALITY.

SECTION SEVEN

The Parties agree to meet at least every third year, or earlier upon written request by a Party's authorized representative, to reexamine this AGREEMENT and make recommendations to the governing Board of each party as to any modification in the AGREEMENT which would be in the public interest.

SECTION EIGHT

This instrument, including APPENDIX A, contains the entire AGREEMENT between the parties, and no statement, promise, or inducement made by either party or agent of either party that is not contained in this written AGREEMENT, including APPENDIX A, shall be binding or valid; and the AGREEMENT may not be enlarged, modified, or altered except in writing by the parties, and endorsed hereon.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT the day and year first above written.

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Mayor, City of Athol

DATE

Director, Panhandle Health District

DATE

DRAFT