

MEMORANDUM OF UNDERSTANDING

AGREEMENT made this 6 day of October 1992 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 I, a Health District organized under Title 39, Chapter 4, Idaho Code with its principal office in the City of Coeur d'Alene, County of Kootenai, State of Idaho, hereinafter referred to as "HEALTH DISTRICT."

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 septic tank effluent.

SECTION THREE

The Municipality is obligated under Section 41.1.110 of the Environmental Health Code of the Health District to have a

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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. The Health District requires the installation of a sewage and wastewater treatment system facility to protect the Rathdrum Aquifer water supply.

SECTION FOUR

Until a municipal sewage treatment system is 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 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 shall provide funds to finance the tasks enumerated in SECTION FOUR and APPENDIX A where possible federal and state grant funds will be sought. If necessary, the

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Municipality shall adopt resolutions under Idaho Code 50-1711 to organize local improvement districts where needed within the Municipality, to help finance and accomplish the Municipality's obligations under **SECTION FOUR** and **APPENDIX A**.

SECTION SIX

The Municipality agrees to notify the Health District of any failed subsurface systems within the Municipality's legal boundaries.

SECTION SEVEN

In consideration of the foregoing, the Health District agrees to refrain from taking any action in law or equity against the Municipality to enforce Section 41.1.110 of the Environmental Health Code. 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 the relief under Section 41.1.110 of the Environmental Health Code as against the Municipality.

SECTION EIGHT

The Parties agree to meet at least every third year, and upon written request of either party, through duly authorized representatives, to reexamine this **AGREEMENT** and make recommendations to the governing Board of each party as to any

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modification in the **AGREEMENT** which would be in the public interest.

SECTION NINE

Any controversy or claim arising out of, or relating to, this contract or the breach thereof, shall be settled by arbitration, in accordance with the rules then pertaining of the American Arbitration Association.

SECTION TEN

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.

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

CITY OF ATHOL, IDAHO

By Jean Hill
Mayor

ATTEST

PANHANDLE HEALTH DISTRICT I

By Charlotta Hooper
City Clerk

By W. James Ewing Jr.
Chairman

APPENDIX A

1. Based upon the rules and regulations of the Panhandle Health District which require one dwelling equivalent (D.E.) per five acres using subsurface sewage disposal, the City of Athol would be allowed up to ninety (90) D.E.'s within the existing city limits. The city had already exceeded this number at the time of the original Agreement in 1978. The city had a total of 404 D.E.'s consisting of lots and structures that were either occupied or intended to be built upon and occupied. Therefore, the Panhandle Health District will accept the city's present plan and will approve subsurface sewage systems on residential, commercial, or industrial lots until the effluent rate meets that of the present 404 D.E.'s planned within the city limits.

2. The Health District will not issue any subsurface sewage permits within the municipality until written notice is received from the Municipality approving the installation and D.E. allotment from their allowable 404 D.E.'s.

3. All new subsurface systems as required by the Health District must:
 - a. Have septic tanks accurately located on a plot plan.
 - b. Be installed in accordance with the Rules and Regulations for Individual and Subsurface Sewage Systems.

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4. Non domestic wastewaters shall not be disposed of on site.
5. The Health District will furnish the city a copy of all subsurface sewage permits and plot plans issued within the Municipality.
6. All septic tanks should be pumped when sludge depth is one-third of liquid depth of the tank or every five years, whichever come first. The city should give notification once a year that septic tanks should be pumped.
7. When an existing system is pumped, a manhole riser to within six inches of the surface should be installed.
8. The city shall annually report to the Health District the number of D.E.'s approved for construction.
9. The city is not obligated to initiate planning or engineering for a collection and treatment system as long as the city does not exceed 404 D.E.'s within its legal boundaries.
10. The upgrading of existing cesspools and drywells to current septic tank drainfield systems should be encouraged. These "replacement" systems do not count as new D.E.'s from the

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city's allotment as long as the nature of the structure served does not change.

11. The City shall provide a map to the Panhandle Health District outlining the city limits and Sewage Management Agreement Boundary as of the date of this agreement.