

## APPENDIX A

1. The MUNICIPALITY and HEALTH DISTRICT agree that it is in the best interest of both parties to assure that vacant, residential lots within the MUNICIPALITY will be allowed one Dwelling Equivalent (DE) worth of subsurface sewage disposal.
2. Based on actual water use data provided by the MUNICIPALITY, the parties agree that 512 DEs will provide a comparable level of protection to the Rathdrum Prairie Aquifer at “build out”, as was intended in the prior AGREEMENT. This is based on calculated wastewater flow of 181 gallons per DE, for a total daily wastewater flow of <101,000 gallons per day.
3. The MUNICIPALITY agrees to limit subsurface sewage disposal to 512 DEs or 101,000 gallons per day, whichever criteria is first met.
4. Under no circumstance will the MUNICIPALITY ask for more DEs or wastewater flow.
5. Subject to the limitation addressed in 2 and 3, above, each vacant, residential lot will be assigned at least one DE. A subsurface sewage disposal system will only be permitted by the HEALTH DISTRICT providing all standards of the most current rules and regulations of the HEALTH DISTRICT and the State of Idaho can be met.
6. Consistent with the limitation of total DEs, non-residential properties will be assigned a fixed number of DEs upon the date of this agreement.
7. Non domestic wastewaters shall not be disposed of on-site, unless the wastewater stream can be pretreated to meet the same characteristics as domestic wastewater.
8. DEs cannot be traded, or transferred from one parcel or project to another.
9. Large undeveloped parcels will be allotted one DE per whole 5 (five) acre unit.
10. No new projects or changes of use will be allowed to exceed 2500 gallons per day of subsurface sewage disposal, due to the knowledge that the Nutrient-Pathogen Evaluation required by the Idaho Department of Environmental Quality would indicate that a project of this size will adversely impact the Rathdrum Prairie Aquifer. The Rathdrum Prairie Aquifer is designated as a “Sensitive Resource” Aquifer by rule, and cannot be lowered in water quality.
11. The MUNICIPALITY will maintain a data management system, including a map, to track all existing and unused DEs per parcel. The MUNICIPALITY will display that data in a report. A copy of the map and initial report is included as Attachment 1.
12. The MUNICIPALITY will provide an annual report to the HEALTH DISTRICT by January 15<sup>th</sup> each year after approval of this AGREEMENT. The annual report, in part, will include an update on all existing and unused DEs per parcel.

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13. Any properties annexed by the MUNICIPALITY after the date of this AGREEMENT will not be subject to this AGREEMENT and must comply with all applicable HEALTH DISTRICT and State of Idaho rules with respect to subsurface sewage disposal.
14. 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 DE allotment.
15. The MUNICIPALITY will implement a program in which property owners are notified that septic tanks must be pumped when sludge depth is one-third of liquid depth of the tank or every five years, whichever comes first. The MUNICIPALITY will provide the HEALTH DISTRICT with an annual accounting of septic tanks that have been serviced and/or pumped by January 15<sup>th</sup> each year after the approval of this AGREEMENT.
16. The MUNICIPALITY will ensure that when a septic system is pumped, a manhole riser to within six inches of the surface will be installed.
17. The MUNICIPALITY will encourage the upgrading of existing non-conforming septic systems. These "replacement" systems do not count as new DEs from the MUNICIPALITY'S allotment.