

RESOLUTION NO. 2015- 04
A RESOLUTION OF THE CITY OF ATHOL

TITLE: SEWAGE MANAGEMENT PLAN

WHEREAS: The City Council of the City of Athol, Idaho, has determined that it is in the best interests of the City and its citizens to enter into a new Sewage Management Plan with Panhandle Health District 1, to replace the agreement between the City and Panhandle Health District approved on October 6, 1992; and

WHEREAS: The City Council has negotiated the terms of a new Sewage Management Plan with Panhandle Health District 1, and the parties to the Plan have agreed to all of the terms; and

WHEREAS: The terms of the Sewage Management Plan have been reduced to writing in an Agreement, a copy of which is attached hereto; and

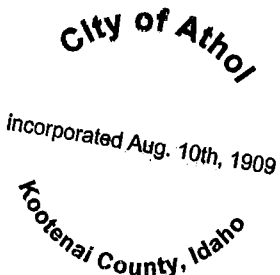
WHEREAS: The City Council had determined that is it in the best interests of the City and its citizens for the City to sign the Agreement.

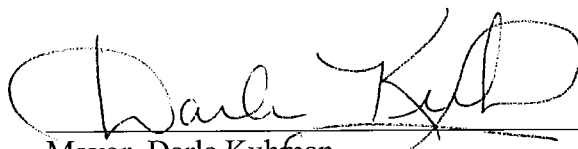
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Athol, Idaho, as follows:

- 1) The City of Athol shall enter into the Sewage Management Plan, a copy of which is attached hereto, with Panhandle Health District 1.
- 2) The Mayor is hereby authorized to sign the Sewage Management Plan on behalf of the City, and shall sign the Sewage Management Plan at the earliest possible date.

APPROVED AND ADOPTED as a Resolution of the City of Athol, Idaho, by the City Council in regular session on the 15th day of December, 2015, by the following vote:

AYES: 4
NOES: 0
ABSENT: 0
ABSTAIN: 0





Mayor, Darla Kuhman

ATTEST: 

City Clerk/Treasurer Lori Yarbrough

SEWAGE MANAGEMENT PLAN

THIS AGREEMENT made this 15th day of December, 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

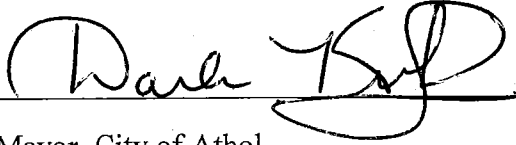
The Parties agree to meet at least every third year, or earlier upon written request by a Party's authorized representative, to reexamine this AGREEMENT and make recommendations to the governing Board of each party as to any modification in the AGREEMENT which would be in the public interest.

SECTION EIGHT

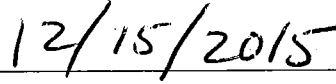
This instrument, including APPENDIX A, contains the entire AGREEMENT between the parties, and no statement, promise, or inducement made by either party or agent of either party that is not contained in this written AGREEMENT, including APPENDIX A, shall be binding or valid; and the AGREEMENT may not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

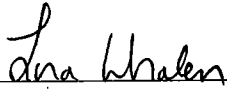
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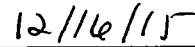
Mayor, City of Athol



DATE



Director, Panhandle Health District



DATE

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 541 DEs will provide a comparable level of protection to the Rathdrum Prairie Aquifer at “build out” within the MUNICIPALITY’s current boundaries, 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 541 DEs or 101,000 gallons per day, whichever criteria is first met. The MUNICIPALITY may increase this total allotment through annexation of adjacent properties and assumption of the DEs associated with those parcels.
4. 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.
5. Consistent with the limitation of total DEs, non-residential properties will be assigned a fixed number of DEs upon the date of this agreement.
6. 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.
7. DEs cannot be traded, or transferred from one parcel or project to another.
8. Large undeveloped parcels will be allotted one DE per whole 5 (five) acre unit.
9. 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.
10. 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 SMP Exhibit Map and SMP Exhibit – DE List.
11. The MUNICIPALITY will provide an annual report to the HEALTH DISTRICT by January 15th each year after approval of this AGREEMENT. The annual report, in part, will include an update on all existing and unused DEs per parcel.

APPENDIX A

12. 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.
13. 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 15th each year after the approval of this AGREEMENT.
14. The MUNICIPALITY will ensure that when a septic system is pumped, a manhole riser to within six inches of the surface will be installed.
15. 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.