RESOLUTION 18552

BY THE COUNCIL: BISTERFELDT, CLEGG, EBERLE, JORDAN, MAPP, AND SHEALY

A RESOLUTION APPROVING AN AMENDED SANITARY SEWER SERVICE AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND THE EAGLE SEWER DISTRICT FOR THE PROVISION OF LONG-TERM SEWER SERVICE TO THE DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AMENDED SANITARY SEWER SERVICE AGREEMENT ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Amended Sanitary Sewer Service Agreement by and between the City of Boise City and the Eagle Sewer District, a copy of said Agreement marked Exhibit "A" attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Amended Sanitary Sewer Service Agreement for and on behalf of the City of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of the City of Boise City, Idaho this 1st day of March, 2005.

APPROVED by the Mayor of the City of Boise City, this 1st day of March, 2005.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

AMENDED
SANITARY SEWER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of March, 2005, by and between BOISE CITY, a municipal corporation, hereinafter referred to as "Boise" and the EAGLE SEWER DISTRICT, a District duly organized and formed under the laws of the State of Idaho relating to sewer districts, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, Boise owns, operates and maintains a system for the collection and treatment of sanitary sewage; and

WHEREAS, by Resolution No. 2179, adopted April 2, 1973, Boise accepted the designation of the Ada Council of Governments as the implementing agency of the Boise Metropolitan Area Sewer and Sewage Treatment Plan; and

WHEREAS, the District owns, operates and maintains a system for the collection and treatment of sanitary sewage; and

WHEREAS, the District and Boise are authorized pursuant to Idaho Code Sections 67-2326 through 67-2333 to enter into agreements to their mutual advantage and thereby provide services and facilities and perform functions in a manner that will be in accordance with geographic, economic, environmental, population and other factors influencing the needs and development of both the District and Boise; and

WHEREAS, it is deemed to the mutual benefit of the health and welfare of the inhabitants of Boise and the District that the District sanitary sewer system be connected to the Boise sanitary sewer system and that the sewage of the District be treated at treatment facilities owned and operated by Boise; and

WHEREAS, by Resolution No. 15025, adopted July 28, 1998, Boise entered into a Sanitary Sewer Service Agreement ("Agreement") allowing the District to connect its sanitary sewer system to the Boise Sanitary sewer system for the purpose of treating the District's wastewater; and

WHEREAS, the Agreement between Boise and the District allows for changing the basis by which charges are assessed for treating the District's wastewater; and

WHEREAS, the parties agree that because the District pretreats its wastewater prior to discharging it to Boise, the traditional test measure for Biochemical Oxygen Demand (BOD) required by the Agreement may overstate the actual BOD levels being discharged to Boise; and

WHEREAS, the parties agree that a test measure for Carbonaceous Biochemical Oxygen Demand (CBOD), in conjunction with an agreed upon multiplier, will produce results that more closely relate to actual BOD levels being discharged to Boise and that this method should replace the BOD measure currently in use; and

WHEREAS, the parties agree that the District discharges disproportionately high levels of ammonia as compared with Biochemical Oxygen Demand (BOD); and

WHEREAS, the parties agree that ammonia should be incorporated into the charge structure for treating the District's wastewater.

NOW, THEREFORE in consideration of the premises, it is agreed as follows:

SECTION I - PRELIMINARY

Both parties acknowledge the necessity of establishing the basis, terms and conditions of an Agreement to be entered into between Boise and the District by which to construct, install and operate a sewer system and sewage treatment facilities in the Boise metropolitan area to serve the present and future needs and requirements of both parties and therefore agree:

I(a) Boise has sole responsibility and decision-making authority, in all respects, for the operation, maintenance, repair, upgrade, and expansion of the Boise sewer treatment system. As such, Boise will take whatever actions are necessary to best serve the community and to comply with all local, state and federal laws and regulations.

I(b) Both parties shall take all actions necessary to ensure compliance with all federal, state, or local statutes, ordinances, regulations, or other requirements of law related to the sewage collection and treatment systems, recognizing that compliance requirements of one party may impact and dictate compliance requirements of the other party.

I(c) Subject to all of the terms, provisions and conditions of this Agreement, Boise will provide for and accept sewage flows not to exceed 7.6 million gallons per day (mgd) peak month average daily flow or 10.4 million gallons per day (mgd) peak hour flow from the area shown in Exhibit 1A, with the following provisions:

I(c)(1) Prior to serving the area labeled "Star Water and Sewer District Referral Area," the Eagle Sewer District must provide to Boise correspondence from Star Water and Sewer District, which acknowledges that the Eagle Sewer District is the agreed upon sewer service provider for this area;

I(c)(2) and the area shown in Exhibit 1A may only be modified if approved by Boise, during the term and life of this Agreement.

If a moratorium prohibiting additional connections to the sewage system served by the Boise treatment system were to be imposed said moratorium shall include the District service area receiving service from Boise.

I(d) The District may connect to the sanitary sewer system of Boise at one or more locations agreed to by Boise. The location, design and construction details of each connection must be approved by Boise. The types of connections shall be described as follows:

I(d)(1) *Type I Connection:*
Effluent is conveyed by the District sewer lines and is discharged into Boise sewer lines; the effluent is monitored.

I(d)(2) Type II Connection:
Effluent is conveyed by the District sewer lines and is discharged into a Boise treatment plant; the effluent is monitored.

I(d)(3) Type III Connection:
Effluent is conveyed by the District sewer lines and is discharged into Boise sewer lines; the effluent is not monitored. (A waiver of the requirement to monitor effluent will be required.)

I(d)(4) Type IV Connection:
Effluent is discharged directly to Boise sewer lines; the effluent is not monitored. (A waiver of the requirement to monitor effluent will be required.)

I(d)(5) Type V Connection:
Effluent is discharged directly to Boise sewer lines; the effluent is monitored.

I(e) The District will construct monitoring stations and associated facilities at or near all points of connection to determine sewage volume and characteristics of discharges to Boise sewage treatment facilities, and to determine the District's sewage requirements in proportion to the remainder of the users served by the Boise sewer system.

I(e)(1) Boise may waive this requirement upon a written request by the District, where Boise deems it unnecessary to monitor effluent.

SECTION II - CONSTRUCTION, OWNERSHIP AND MAINTENANCE

II(a) Construction, ownership, maintenance, operation, and replacement responsibilities of Boise:

II(a)(1) Boise shall have the option to operate and maintain any monitoring station and associated equipment established for the purpose of measuring the District effluent sewage loads to the Boise treatment system. The costs for operation, maintenance, upgrade, or replacement and/or depreciation of these monitoring stations and associated equipment will be borne by the District.

II(b) The construction, ownership, maintenance and replacement responsibilities of the District:

II(b)(1) Design and construct all pipelines, monitoring stations, and associated equipment necessary to convey and monitor the District sewage flowing to the Boise sewer system. The District shall bear the burden of these costs.

II(b)(2) Ensure that the location, design and construction details of any connection is approved by Boise. In general, all design and construction shall be in accordance with the standards established by Boise.

II(b)(3) Ensure any constructed monitoring station includes a flow measurement device, sampler for sampling sewage, and associated facilities at or near each point of connection to determine sewage volume and characteristics discharged to Boise sewage treatment facilities. The location, design and construction details of each monitoring station must be approved by Boise. At a minimum, the design shall incorporate the requirements defined in Exhibit 2.

II(b)(4) Construct and maintain pretreatment and monitoring devices, equipment and methods that may be necessary to meet the discharge standards (or limitations/prohibitions) established by local, state or federal agencies.

II(b)(5) Construct and maintain facilities, as necessary, to protect the Boise system from odor or corrosion problems. As measured at any monitoring station, aqueous sulfide levels shall not exceed 0.3 mg/l and gaseous sulfides levels shall not exceed 1 ppm. Should higher standards eventually be required, or technological advances be made in monitoring equipment, the requirements of this paragraph may be subject to the resolution procedures described in Section VI(l).

II(b)(6) For all *Type III* and *Type IV Connections*, conduct Closed Circuit Television (CCTV) inspections of District sewer lines and immediately repair any identified leaks as follows:

II(b)(6)(i) Within groundwater areas: (1) within one year after new pipe installation, (2) on five-year intervals during the high groundwater season, and (3) if at any other time, there is evidence that the sewer system may be experiencing infiltration at an unacceptable rate. All inspections must occur

during high groundwater periods. Boise shall have the right to review the inspection tapes.

II(b)(6)(ii) Within non-groundwater areas: (1) one year after new pipe installation, and (2) on ten-year intervals, and (3) if at any other time, there is evidence that the sewer system may be experiencing infiltration at an unacceptable rate. Boise shall have the right to review the inspection tapes.

II(b)(6)(iii) A groundwater area is an area where the sewer lines may at sometime throughout the year be submerged by groundwater. A non-groundwater area is any area not considered a groundwater area. Exhibit 3 identifies the approximate locations of these areas as of the date of this Agreement.

II(c) In connection with said responsibilities, Boise and the District, as to their respective facilities and obligations hereunder, each agree to assume and discharge:

II(c)(1) The contractual obligation to budget annual expenditures and to appropriate revenue necessary to meet the responsibilities of each under this Agreement.

II(c)(2) The enactment and enforcement of ordinances necessary to meet federal and state requirements and such other requirements necessary to insure proper and economical control of the sanitary sewer system including the elimination of substances harmful to the sewer system or facilities or which would endanger the employees or the conveyance system or treatment process. The parties specifically agree to comply with any federal or state environmental regulations which apply to the services rendered under this Agreement.

II(c)(3) To require monitoring and pretreatment of commercial or industrial effluent, or both, as may be necessary to satisfy local, state or federal regulations including the adoption of Pretreatment Regulations equivalent to or more stringent than Boise City Code Title 8, Chapter 14, or as same may be amended, and the entering into of a separate interjurisdictional Pretreatment Agreement with Boise governing the enforcement and implementation of an approved pretreatment program within the District boundaries.

II(c)(4) Boise and District shall provide access to each other's facilities, given reasonable notice, to verify compliance with this Agreement.

SECTION III - CONNECTION CHARGES AND FEES

III(a) The District shall pay to Boise connection charges and fees in accordance with this section for all points of connection to the Boise system. Sewer lines on treatment plant properties are considered part of the treatment plant.

III(a)(1) *Type I and Type V Connections:*
Treatment facilities connection charges in accordance with Exhibit 4; trunk sewer connection charges in accordance with Exhibit 4; and equivalent assessment and sewer tap-in charges in accordance with Boise City Code provisions, as the same may be later amended.

III(a)(2) *Type III and Type IV Connections:*
Treatment facilities connection, trunk sewer connection, equivalent assessment and sewer tap-in charges in accordance with Boise City Code provisions, as the same may be later amended.

III(a)(3) *Type II Connections:*
Treatment facilities connection charges in accordance with Exhibit 4.

III(b) During the effective term of this Agreement, the District shall assess connection, equivalent assessment, and sewer tap-in charges in amounts not less than those then being charged by Boise.

III(b)(1) The District shall be responsible for reviewing and rating all plans submitted to it for connection and for collecting all fees and charges necessary to comply with this provision. For all *Type III* and *Type IV Connections*, the District shall submit plans to Boise for its concurrence and approval as to the appropriate minimum charge or fee to be collected. Single family residential plans are excluded from this requirement.

III(b)(2) Copies of all sewer connection permits issued within the District shall be submitted monthly.

III(b)(3) The District and Boise agree to meet at least annually to review rating standards and procedures. The District shall allow Boise access to all records and documents necessary to verify that treatment connection fees and charges have been appropriately charged and collected by the District, and that the appropriate payments have been forwarded to Boise.

III(c) The District will not allow a connection or alteration to any sewer lines or facilities unless the following conditions are complied with:

III(c)(1) Any such connection to the District's sewer lines or facilities must be in compliance with the Uniform Plumbing Code requirements and be at least as restrictive as those adopted by Boise including the satisfactory testing of service lines on private property.

III(c)(2) Prior to connection to the District's sewer lines or facilities, the District must provide for an inspection by a state-licensed plumbing inspector to insure Code compliance.

III(c)(3) Boise may provide for additional inspections of the District's connections at Boise's expense.

SECTION IV - DETERMINATION OF ANNUAL OPERATION AND MAINTENANCE CHARGE

IV(a) In consideration of the obligations herein imposed upon Boise, the District shall pay to Boise the following:

IV(a)(1) The annual charge representing reimbursement of Boise's operation, maintenance, replacement and/or depreciation, capital and other costs not reimbursed through the payment of connection fees and charges for that portion of monitoring and treatment facilities required to convey, monitor and treat sewage discharged from sewers within the District. These charges may include but are not be limited to personnel, supplies, professional services, utilities, indirect costs for operation of city government, equipment, structures, and land associated with all aspects of the Boise sewer collection, treatment and monitoring systems including the properties being used for biosolids disposal. Exclusions to these charges may include the costs to maintain the Boise collection system not serving the District, costs associated with pretreatment activities not serving the District, laboratory costs not serving the District, and costs associated with processing sewage deliveries from private haulers.

IV(a)(2) Connection *Types I, II, and V* shall be charged based on measured flow and waste strength characteristics in accordance with Exhibit 5, and as limited by the exclusions stated in IV(a)(1).

IV(a)(3) Connection *Types III and IV* shall be charged in accordance with Boise City code provisions, as the same may be later amended.

IV(a)(4) The District has the right, at its expense, to review the books and records to verify costs included in the annual charges. One week notice shall be given to Boise prior to any review.

IV(b) The District agrees to allow periodic or continuous monitoring and sampling within the District's service area in order to determine flow and strength of sewage and potential detrimental effects on Boise's sewer system including infiltration. The District will reimburse Boise for any additional treatment costs or fines resulting from the District's effluent established to be in violation of state or federal pretreatment requirements as referenced in Section II(c)(3).

SECTION V - CAPACITY LIMITS

V(a) The parties had previously entered into a separate four-year agreement, dated August 26, 1997, allowing the District to connect its sanitary sewer system to the Boise sanitary sewer system for the purpose of transmitting up to 200,000 gallons per day of sewage for two years and up to 400,000 gallons per day for the third and fourth years. That separate four-year agreement has expired and this Agreement constitutes the sole Agreement between the parties.

SECTION VI - MISCELLANEOUS PROVISIONS

VI(a) For planning purposes, Service Area D-3 shown in Exhibit 1 will be served by a lift station located near Eagle Road and discharging to the West Boise Wastewater Treatment Plant. This will be a Type II connection. The lots in Service Area J-4 located along the rim on Chinden Boulevard and adjacent to Boise sewer lines are planned to be served as either Type III or Type IV connections. The majority of Service Area Q-1 shown in Exhibit 1 will connect into Boise's Hill Road Interceptor and is planned to be a Type I connection.

VI(b) Boise may connect into the District system provided appropriate fees have been paid to the District.

VI(c) The District shall pay to Boise all charges required by this Agreement within thirty (30) days of the invoice date. Late payments may be subject to interest charges at rates equivalent to those earned by the Boise Sewage Works Fund (commonly referred to as the "Sewer Fund") investments during a similar period of time.

VI(d) Each party will maintain and keep in force and effect during the life of this Agreement, public liability and property damage insurance in the minimum amounts required by Section 6-924, Idaho Code.

VI(e) This Agreement shall not be construed to prohibit Boise from entering into an agreement with another party.

VI(f) If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties shall share equally the mediator's fees and expenses. In the event arbitration or litigation is undertaken to resolve any dispute, or to enjoin or remedy any breach by either party, the prevailing party in such action shall, in addition to any damages and remedies which may be awarded, be entitled to recover all costs and fees reasonably incurred in the action, including attorney fees.

VI(g) At the request of the District, Boise may extend services to the District to assist in the operation and maintenance of its sewer system. Such services could and may include installation and maintenance of pretreatment stations, flow meters and pumping stations, obtaining and processing samples of effluent, sewer line cleaning, maintenance and repair, televising of sewer lines and any other such service pertaining to the maintenance of the District sewer system. The basis for charge to the District will be agreed upon at the time service is requested.

VI(h) The District shall maintain a system of fees and charges adequate to assure that all costs are offset by sufficient revenues. The monthly sewer user charges assessed for each equivalent connection by the District during the effective term of this Agreement shall not be less than the monthly user charges imposed by Boise for equivalent uses.

VI(i) As of the date of this Agreement, the District partially treats its wastewater at its existing treatment plant prior to discharging the effluent to Boise. The District shall notify Boise of any decision to stop or limit this partial treatment of the District wastewater. This notice must provide Boise with adequate time to prepare its system to accept the changes in the effluent waste strength characteristics. If the Boise treatment plant must be expanded or be modified to accommodate the changes, the District shall equitably share in any up-front financing arrangement that may be necessary to support plant expansion or modification.

VI(j) Subject to the termination provisions set forth in Section VI(k) immediately hereinbelow the term ("Initial Term") of this Agreement shall be for a minimum of 25 years from July 28, 1998, and will thereafter be automatically be extended for successive 10 year terms ("Renewal Terms").

VI(k) This Agreement may be terminated by either party at the conclusion of the Initial Term or during any Renewal Term, upon prior written notice of termination being given to the other party of not less than 5 years; provided, however, that Boise may not give notice of termination unless at the time thereof the District is in default of the terms and conditions of this Agreement. For purposes of this section the term "default" shall mean a material breach by the District of its covenants, obligations or duties set forth in this Agreement which has not been duly cured after receipt of a notice of default from which to cure. Any dispute over the existence of a default or the reasonableness of any cure period included in the notice of default shall be subject to the dispute resolution provisions of Section VI(f) hereinabove. Upon notice of termination, both parties shall enter into good faith negotiations to extend the Agreement based upon mutually acceptable terms.

VI(l) The parties acknowledge and agree that given the duration of this Agreement certain significant circumstance or events may develop or occur which were unforseen or not within the reasonable contemplation of the parties at the time this Agreement was negotiated and executed, and which make the provisions hereof materially inequitable to one or the other of the parties. If any such circumstances or events are perceived by either party to have developed or occurred, upon notice thereof given to the other party, the parties shall enter into good faith

negotiations to amend or revise this Agreement, as necessary, to prevent or eliminate any such inequities. Failure to mutually agree upon appropriate amendments or revisions to this Agreement shall be deemed a dispute, subject to resolution in the manner set forth in Section VI(f) hereinabove.

VI(m) This Agreement shall not be assigned by either party without the consent of the other.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

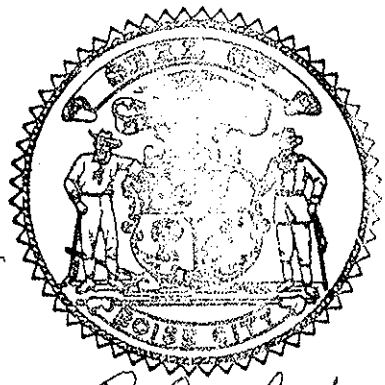
BOISE CITY

By:_____

ATTEST:

_____

EAGLE SEWER DISTRICT



By:_____

ATTEST:

_____

EXHIBIT 2

Minimum Standards for Monitoring Stations

I. **SHELTER**

A. **Location/Accessibility**

1. The monitoring station and equipment, including the power supply, shall be in an enclosed structure securable against vandalism, tampering and unauthorized entry.
2. The station shall be continuously accessible to Boise personnel.

B. **Aboveground Monitoring Station**

1. Head room shall be a minimum of 7 feet.
2. Ventilation shall be adequate to ensure the absence of toxic or explosive gasses.
3. Lighting shall be adequate for close work, log book notation, repair and calibration.
4. Drainage shall be properly plumbed and trapped to prevent gasses entering the station from the sanitary sewer.
5. Heating shall be sufficient to keep the sampling equipment from freezing.
6. All electrical, plumbing and construction work shall comply with applicable codes.

C. **Below Ground Monitoring Station**

1. The hatchway shall have a minimum span of 30 inches and require no more than 30 pounds to open and close.
2. Access shall be by stairs descending to the floor.
3. Handrails or a safety post shall be provided.
4. Additionally, all items listed above in section B.

II. **FLOW MEASURING AND RECORDING EQUIPMENT**

A. All equipment shall be permanently installed.
B. All equipment shall be compatible with the nature of the wastewater.
C. Accuracy of measurement shall be consistent with equivalent equipment used by Boise.
E. Operation of flow measuring and charting equipment shall be continuous.
F. Flow monitoring and sampling equipment shall be integrated and capable of collecting flow proportional and time proportional samples.
G. Equipment shall hold calibration for at least six months and be easy to calibrate.
H. A seven day circular chart or electronic equivalent shall be provided.
I. Calibration shall be conducted semi-annually by personnel approved by Boise.
J. Both the chart and flow meter totalizers shall be non-resettable.

K. The unit of flow measurement shall be gallons per minute.

III. SAMPLING AND SAMPLE PRESERVATION EQUIPMENT

A. All equipment shall be permanently installed.
B. All equipment shall be compatible with the nature of the wastewater.
C. Sample size shall be adjustable between 1000 ml and 50 ml.
D. A complete line purge before and after each sample shall be provided.
E. Samples shall be delivered directly to a refrigerated compartment with a temperature of 4 °C plus or minus 1 °C.
F. An National Institute for Standards and Technology (NIST) certified Celsius thermometer, accurate to within ±1 °C, shall be kept in a glass bottle filled with water and placed in the refrigerator near the composite sample.
G. The sampling hose shall be sized to ensure representative samples at all flows.

IV. RECORD KEEPING

A. **Log Book**
   1. A log book shall be kept permanently at the sampling station. All recorded information shall be available to Boise.
   2. Each log entry shall contain the following information as a minimum: date, time, initials of participating staff, totalizer reading and applicable notes.
   3. An entry shall be made for each calibration and maintenance activity.

B. **Circular Chart or Electronic Equivalent**
   1. An active circular chart or electronic equivalent shall be kept permanently. All recorded information shall be available to Boise.
   2. Each circular chart shall reference the date, time and totalizer reading when it was started and stopped, including the initials of participating staff.
   3. Each chart or electronic equivalent shall be changed regularly at the end of its design interval.

V. MAINTENANCE, REPAIR AND TECHNICAL SUPPORT

A. Monitoring equipment shall be installed to allow for convenient repair and calibration.
B. An active preventative maintenance schedule shall be maintained and a log kept.
C. Local technical support shall be identified and approved by Boise.
D. Failure of any piece of monitoring or sampling equipment shall be corrected in a timely manner. At such time rental of replacement equipment my be required. The Boise Department Of Public Works shall be notified immediately of the occurrence of equipment failure or loss of power.

E. Routine maintenance shall not interrupt the intended operation of either flow monitoring or sampling equipment.

VI. ROUTINE MONITORING

A. Boise will establish a program for the collection of samples and flow charts.

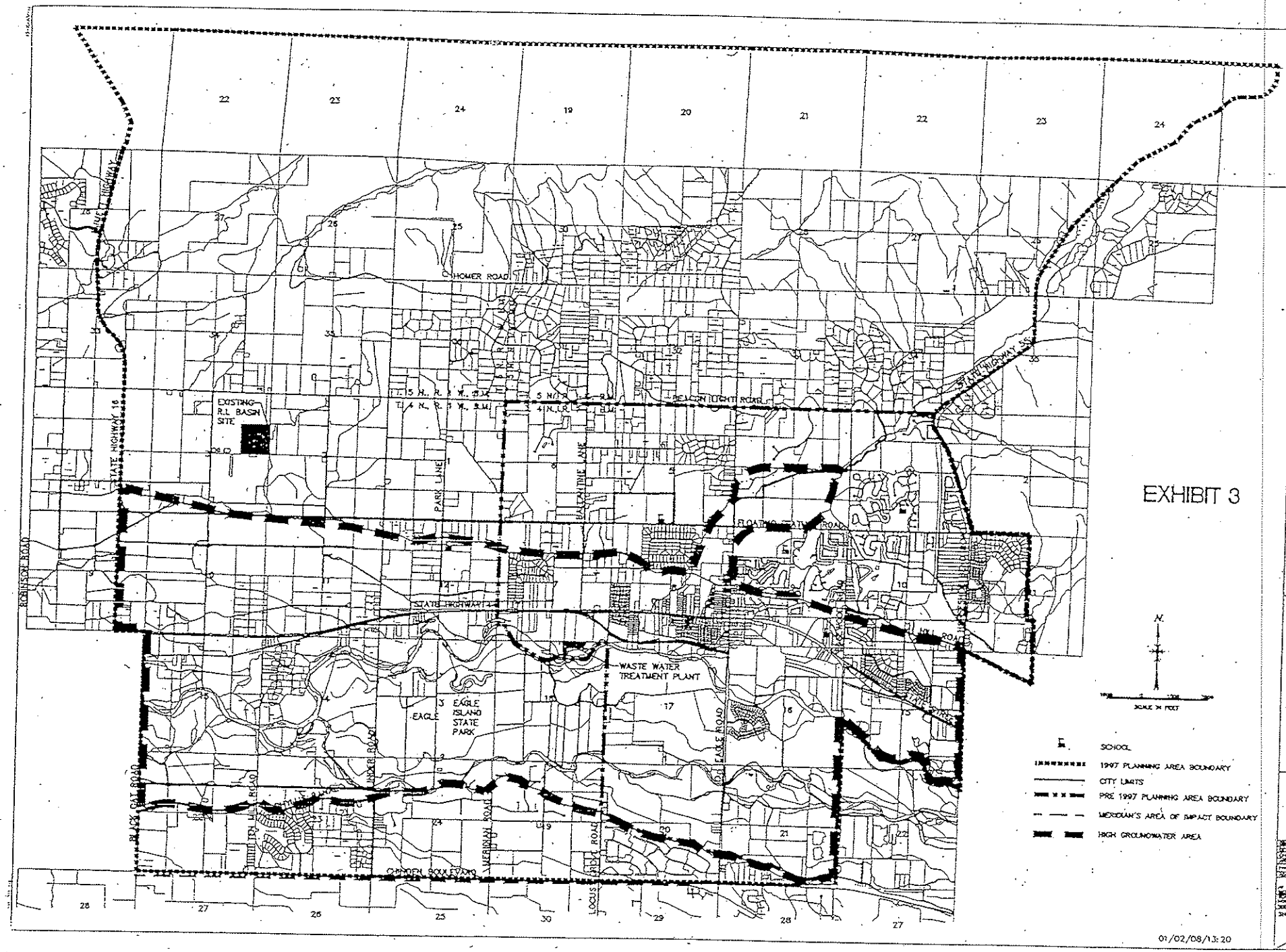

EXHIBIT 3
EAGLE SEWER DISTRICT
HIGH GROUNDWATER
J-U-B ENGINEERS, Inc.
HOMER ROAD
BEACON LIGHT ROAD
STATE HIGHWAY 55
STATE HIGHWAY 16
EXISTING R.I. BASIN SITE
PARK LANE
BLACKTAIL LANE
FLOATING FEATHER ROAD
STATE HIGHWAY 44
WASTE WATER TREATMENT PLANT
EAGLE ISLAND STATE PARK
EAGLE ROAD
BLACK CAT ROAD
LOCUST GROVE ROAD
MERIDIAN ROAD
CHINDEN BOULEVARD
ROBINSON ROAD
SCHOOL
1997 PLANNING AREA BOUNDARY
CITY LIMITS
PRE 1997 PLANNING AREA BOUNDARY
MERIDIAN'S AREA OF IMPACT BOUNDARY
HIGH GROUNDWATER AREA
01/02/08/13:20

EXHIBIT 4

Method To Calculate Connection Charges for Areas Served By a Monitoring Station

The methods and formulas used by Boise to charge the District for Type I, II, and V connections as of the signing of this Agreement, are shown below. Boise maintains the right to revise the methods and formulas as may be appropriate to fairly and equitably recover costs.

Separate connection charges will be calculated and will be paid for each point of connection. The first, and only first connection charge calculation for each point of connection shall use a threshold capacity of zero (0).

If Boise implements other charges for wastewater constituents such as, but not limited to, nitrogen, phosphorous, sulfur, and fluoride during the period of this Agreement, the District shall pay said charges. All charges will be calculated on the basis of the connection charges in effect at the date that the threshold value is exceeded.

Notwithstanding the foregoing, the parties acknowledge that abnormal events may occur which may result in a temporary increase in Threshold Capacity for which no Treatment Facility Connection Charge should be asserted. If such an event should occur, it shall be the responsibility of the Eagle Sewer District to demonstrate, to the satisfaction of City of Boise, that the event was abnormal and that its impacts were indeed temporary in nature, and that additional treatment capacity would not have to be built to provide for a similar event in the future. The provisions of this paragraph relate exclusively to the calculation of Treatment Facilities Connection Charges.

Treatment Facilities Connection Charge Calculation

Flow: Flow Charge = [Peak Month Flow - Threshold Capacity] x Treatment Connection Unit Rate for Flow.

BOD: BOD Charge = [Peak Month BOD - Threshold Capacity] x Treatment Connection Unit Rate for BOD.

TSS: TSS Charge = [Peak Month TSS - Threshold Capacity] x Treatment Connection Unit Rate for TSS.

NH_3-N: NH_3-N Charge = [Peak Month NH_3-N – Threshold Capacity] x Treatment Connection Unit Rate for NH_3-N.

Total Additional Treatment Facilities Connection Charge = Flow Charge + BOD Charge + TSS Charge + NH_3-N Charge

Trunk Sewer Connection Charge Calculation

Trunk Sewer Connection Charge = [(Peak Hour Flow - Threshold Capacity) x 24] ÷ 725 x Trunk Connection Unit Rate for SFDE

The following words, terms and phrases, when used in applying the formulas above, shall have the meanings ascribed to them as follows:

BOD - Biochemical Oxygen Demand. The oxygen required for the biological breakdown of organic material contained in a specified volume, usually measured in milligrams per liter or converted to pounds per day. For the purposes of this agreement only, BOD shall be determined by measuring Carbonaceous BOD (CBOD) and multiplying the results by a factor of 1.4.

Flow - The volume of wastewater measured at a monitoring point over a specified period, and expressed as gallons.

NH_3-N – Ammonia-Nitrogen. The amount of ammonia, measured in nitrogen units, in a specified volume, usually measured in milligrams per liter or converted to pounds per day.

Parameter - Any measurable characteristic associated with the collection and/or treatment of wastewater.

Peak Hour - The sixty (60) minute interval during which the greatest total value of any parameter occurs.

Peak Hour Flow - The greatest total flow during a sixty (60) minute interval, and expressed as gallons per hour.

Peak Month - The interval typically thirty (30) days during which the greatest total value of any parameter occurs.

Peak Month BOD - The total BOD in pounds occurring over a peak month and divided by the number of days in a month and expressed as pounds per day.

Peak Month Flow - The greatest total flow in gallons occurring typically over thirty (30) days, and expressed as thousands (1,000) gallons per day.

Peak Month NH_3-N - The total NH_3-N in pounds occurring over a peak month and divided by the number of days in a month and expressed as pounds per day.

Peak Month TSS - The greatest total TSS in pounds occurring typically over thirty (30) days, and expressed as pounds per day.

Single Family Dwelling Equivalent (SFDE) - The discharge parameters associated with a typical single family dwelling.

Threshold Capacity - The values of parameters for which connection charges have been paid.

Treatment Connection Unit Rate for BOD - The dollar amount that is set forth in Boise code that is charged for each unit of BOD for treatment facilities connection charge purposes and is expressed as dollars per pound per day.

Treatment Connection Unit Rate for Flow - The dollar amount that is set forth in Boise code that is charged for each unit of flow for treatment facilities connection charge purposes and is expressed as dollars per thousand (1,000) gallons per day.

Treatment Connection Unit Rate for NH_3-N - The dollar amount set forth in Boise code that is charged for each unit of NH_3-N for treatment facilities connection charge purposes and is expressed as dollars per pound per day.

Treatment Connection Unit Rate for TSS - The dollar amount that is set forth in Boise code that is charged for each unit of TSS for treatment facilities connection charges purposes and is expressed as dollars per pound per day.

Trunk Connection Unit Rate for SFDE - The dollar amount that is set forth in Boise code that is charged for the flow associated with each SFDE unit, and expressed as dollars per SFDE.

TSS - Total Suspended Solids. The amount of solids suspended in a specified volume, usually measured in milligrams per liter or converted to pounds per day.

Terms for BOD, TSS, and NH_3-N may be revised as a result of actions of federal agencies when new methods for measuring them are developed and adopted by governmental and/or industry standards.

As of the date of this Agreement, it is agreed that the following threshold parameters have been paid for and will serve as the threshold values for the District's West Boise monitoring station (original monitoring station installed by the District to monitor discharges to Boise) from this date forward until they are later increased by the terms of the Agreement:

Flow:	1,503,310 gallons
BOD:	463 pounds/day
TSS:	720 pounds/day
NH_3-N:	300 pounds/day

Any additional monitoring stations installed for the purposes of implementing this Agreement shall begin with threshold parameters of zero.

EXHIBT 5

Method to Calculate Operation and Maintenance Charges for Connections Served by a Monitoring Station

The methods and formulas used by Boise to charge the District for monitored connections, as of the signing of this Agreement, are shown below. Boise maintains the right to revise the methods and formulas as may be appropriate to fairly and equitably recover costs.

If Boise implements other charges for wastewater constituents such as, but not limited to, nitrogen, phosphorous, sulfur, and fluoride during the period of this Agreement, the District shall pay said charges.

The average annual quantity of flow, BOD, TSS, and NH_3-N quantities used for calculation of the operation and maintenance costs to the District will be calculated by combining all monitored quantities.

The total monthly charge to the District shall be computed as follows:

Flow: Flow Charge = 0.70 x Flow x Flow Operation & Maintenance Fee / 12.

BOD: BOD Charge = 1.00 x BOD x BOD Operation & Maintenance Fee / 12.

TSS: TSS Charge = 0.58 x TSS x TSS Operation & Maintenance Fee / 12.

NH_3-N: NH_3-N Charge = 1.00 x NH_3-N x NH_3-N Operation & Maintenance Fee / 12.

Total Monthly Operation and Maintenance Fee = Flow Charge + BOD Charge + TSS Charge + NH_3-N Charge

(The multipliers included at the beginning of each formula are meant to adjust the rates so that non-treatment related costs are removed. These may be periodically revised based on updated cost of service analyses.)

Where,

The following words, terms and phrases, when used in applying the formulas above, shall have the meanings ascribed to them as follows:

BOD - Biochemical Oxygen Demand. The oxygen required for the biological breakdown of organic material contained in a specified volume, usually measured in milligrams per liter or converted to pounds per day. For the purposes of this agreement only, BOD shall be determined by measuring Carbonaceous BOD (CBOD) and multiplying the results by a factor of 1.4.

Flow - The volume of wastewater measured at a monitoring point over a specified period, and expressed as gallons.

NH_3-N – Ammonia-Nitrogen. The amount of ammonia, measured in nitrogen units, in a specified volume, usually measured in milligrams per liter or converted to pounds per day.

Operation & Maintenance Unit Rate for BOD - The dollar amount set forth in Boise code that is charged for each unit of BOD discharged to Boise wastewater facilities and is expressed as dollars per pound of BOD per daily average per year.

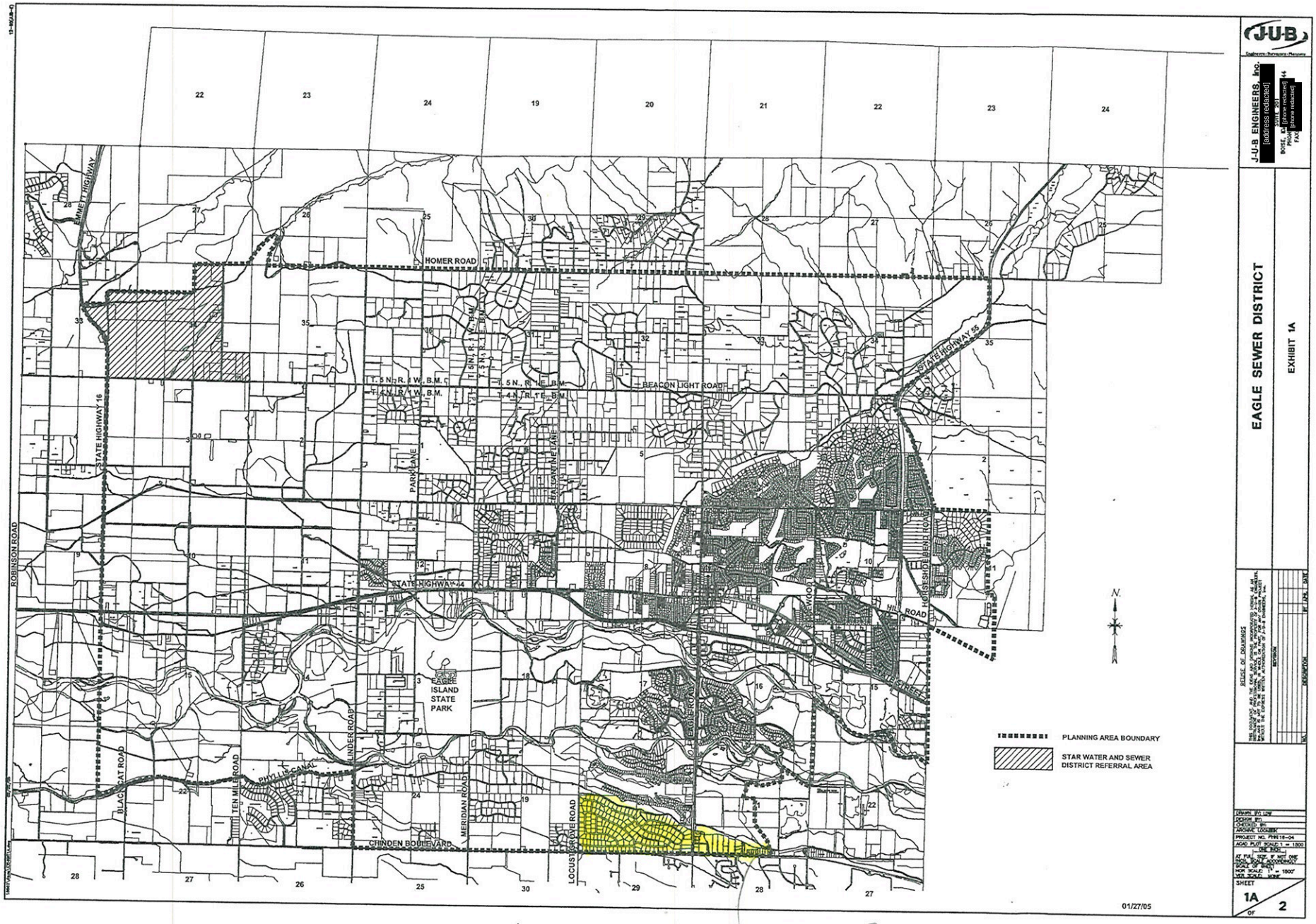
Operation & Maintenance Unit Rate for Flow - The dollar amount set forth in Boise code that is charged for each unit of Flow discharged to Boise wastewater facilities and is expressed as dollars per one thousand gallons of Flow per daily average per year.

Operation & Maintenance Unit Rate for NH_3-N - The dollar amount set forth in Boise code that is charged for each unit of NH_3-N discharged to Boise wastewater facilities and is expressed as dollars per pound of NH_3-N per daily average per year.

Operation & Maintenance Unit Rate for TSS - The dollar amount set forth in Boise code that is charged for each unit of TSS discharged to Boise wastewater facilities and is expressed as dollars per pound of TSS per daily average per year.

TSS - Total Suspended Solids. The amount of solids suspended in a specified volume, usually measured in milligrams per liter or converted to pounds per day.

Terms for BOD, TSS, and NH_3-N may be revised as a result of actions of federal agencies when new methods for measuring them are developed and adopted by governmental and/or industry standards.



area J4

J-U-B ENGINEERS, Inc.
[address redacted]
Suite 201
BOISE, ID [phone redacted]
FAX [phone redacted]

EAGLE SEWER DISTRICT

EXHIBIT 1A

DRAWN BY: LCW
DESIGN BY:
CHECKED BY:
APPROVED BY:
PROJECT NO. PYR18-04
ADD PLOT SCALE: 1 = 1800
ONE INCH
DO NOT SCALE DRAWING
ADD PLOT SCALE: 1 = 1800'
HOR. SCALE: 1" = 1800'
VERT. SCALE: NONE
SHEET
1A
OF
2

EAGLE SEWER DISTRICT
EXHIBIT 1B
SERVICE AREA SUMMARY
J-U-B ENGINEERS, Inc.
250 SOUTH BEECHWOOD AVENUE
SUITE 201
BOISE, IDAHO 83709-0944
PHONE: 208.376.7330
FAX: 208.323.9336
REVISION
DESCRIPTION
NO.
BY
APP'D
DATE
REUSE OF DRAWINGS
DRAWN BY: LDW
DESIGN BY: PHK
CHECKED BY: PHK
APPROVED LOCALE:
PROJECT NO.
AGIS PLOT SCALE:
DATE PLOTTED:
AT FULL SCALE, IF NOT THIS SCALE ADJUST ACCORDINGLY
HOR SCALE: AS SHOWN
VER SCALE: NONE
SHEET
1B
OF
2
SERVICE AREA BOUNDARY
SERVICE AREA
Q-1
N.
EDGEWOOD ROAD
EAGLE ROAD
PLANTATION ROAD
PARK LANE
LINDER ROAD
FLOATING FEATHER ROAD
FARMER ROAD
SH-16
SH-44
US HWY 20 & 26
CHINDEN BLVD
EAGLE ISLAND STATE PARK
J-1

RESOLUTION 19290

BY THE COUNCIL: BISTERFELDT, CLEGG, EBERLE, JORDAN, SHEALY AND TIBBS

A RESOLUTION APPROVING ADDENDUM NO. 1 TO AN AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY (PUBLIC WORKS DEPARTMENT) AND THE EAGLE SEWER DISTRICT FOR THE PROVISION OF SEWER SERVICE TO THE STAR WATER AND SEWER DISTRICT REFERRAL AREA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID ADDENDUM NO. 1 ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That Addendum No. 1 to an Agreement by and between the City of Boise City and the Eagle Sewer District, a copy of said Addendum No. 1 marked Exhibit "A" attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Addendum No. 1 for and on behalf of the City of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of the City of Boise City, Idaho this 10th day of October, 2006.

APPROVED by the Mayor of the City of Boise City, this 10th day of October, 2006.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

CITY OF BOISE

INTRA-DEPARTMENT CORRESPONDENCE

Date: 10/2/06

To: Mayor Bieter and Boise City Council Members

From: Neal S. Oldemeyer, Public Works Support Systems Manager

Subject: Eagle Sewer District Agreement Addendum

On the October 10 Council agenda is a resolution approving an addendum to the Eagle Sewer District Sewer Service Agreement. Jade Riley and Council Members Jordan, Clegg, and Tibbs have all been involved in the discussions and development of the modified language.

The addendum will allow the Eagle Sewer District to extend its service into an area that is currently in both the Star and Eagle City areas of impact, provided that Star Water & Sewer District agrees in writing to allow Eagle Sewer District to serve the area, Eagle City annexes the area, or the area is identified as being *exclusively* within the Eagle City area of impact. Even though this provision may allow the Eagle Sewer District to geographically expand its service area, the flow discharges to Boise will remain at previous limits.

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ADDENDUM NO. 1

This Addendum No. 1 is made and entered into by and between the **City of Boise City**, a municipal corporation, hereinafter "the City", and the **Eagle Sewer District**, a quasi-municipal corporation, hereinafter "the District".

WITNESSETH:

WHEREAS, on March 1, 2005, the City and the District entered into an Amended Sanitary Sewer Service Agreement (Agreement) for the discharge of District's effluent to the Boise City Wastewater Treatment System; and

WHEREAS, Section I(c)(1) of the Agreement contains a provision conditioning the provision of sewer to an area labeled "Star Water and Sewer District Referral Area"; and

WHEREAS, the parties wish to amend section I(c)(1) of the Agreement to clarify the conditions for serving the designated area.

Now, therefore, for good and valuable consideration the parties herby agree as follows:

1. That Section I(c))(1) of the March 1, 2005 Agreement between the City and the District is hereby amended to read as follows:

I(c)(1) Prior to serving the area labeled "Star Water and Sewer District Referral Area," the Eagle Sewer District must provide to Boise correspondence from Star Water and Sewer District, which acknowledges that the Eagle Sewer District is the agreed upon sewer service provider for this area. If the City of Eagle were to annex this area or have this area identified as being exclusively within Eagle City's area of impact; then this provision would no longer apply.

2. All other terms of the March 1, 2005 agreement not inconsistent or in conflict with this Addendum No. 1 shall remain in full force and effect.

IN WITNESSETH WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

CITY OF BOISE

David H. Bieter, Mayor — Date: 10/10/06

ATTEST:

Jeanette P. Mooney — City Clerk — Date: 10/10/06

EAGLE SEWER DISTRICT

Chairman — Date: 9-22-06

ATTEST:

Secretary — Date: 9-22-06