



Eastern Idaho Regional Sewer District

Conditions for Annexation

Adopted February 21, 2023

The PETITIONER, having petitioned for annexation into the EASTERN IDAHO REGIONAL SEWER DISTRICT (DISTRICT) of the real property described therein ("Property"), hereby acknowledges and consents to the following terms and conditions for annexation if imposed by the District's Board of Directors, subject to the provisions of Idaho Code § 42-3218(c):

1. PETITIONER will be responsible to pay the annexation fee to cover costs of publication, legal fees, engineering fees, and other related costs incurred by the DISTRICT, in the preparation, publication, hearings, and other necessary proceedings undertaken in connection with the proposed annexation of the Property, which fee shall be promptly paid when assessed by the DISTRICT. No final order approving the proposed annexation shall be completed by the DISTRICT prior to the receipt of such costs from the PETITIONER.
2. The DISTRICT's Board of Directors shall have full discretion, pursuant to Idaho Code Section 42-3218(b), to approve or deny the petition to annex the Property.
3. Prior to connection to DISTRICT, PETITIONER shall request and obtain a Will-Serve letter and Connection Permit from the DISTRICT in accordance with DISTRICT policies.
4. Annexation of the Property into the DISTRICT does not guarantee that sewer service will be available to that Property, or to any improvements situated thereon. Such sewer service may be limited by sewer treatment plant capacity; collection line locations or capacities; lift station availability; and similar limitations on other DISTRICT equipment and components, or their location in relation to the annexed Property. Further, the DISTRICT may refuse sewer service to the Property until such time as it can be provided without imposing unreasonable or extraordinary costs to the DISTRICT for the operation and maintenance of sewer lines, equipment and components required to provide such service.
5. All design, construction, and installation of sewer conveyance systems, connections, services, and infrastructure must meet all DISTRICT resolutions and must comply with the master facility plan of the DISTRICT, the DISTRICT's Standard Specifications and Drawings, and applicable codes, standards, and regulations including Idaho Administration Code, Wastewater Rules (IDAPA 58.01.16). All such construction and installation shall not commence until the plans and specifications have been approved by the DISTRICT and all other governmental agencies whose review and approval may be necessary.
6. PETITIONER shall be responsible, at its sole cost and expense, to complete all service lines and connections necessary to connect the Property, and any improvements

thereon, to the DISTRICT's system, including payment of all fees assessed by the DISTRICT for plan review, inspection, and approval for said work.

7. Unless otherwise agreed to in writing by the DISTRICT, PETITIONER, at its sole cost and expense, shall be responsible to construct and install all sewer line extensions, and other equipment and components which the DISTRICT, in its discretion, deems necessary to provide sewer service to the Property, and to acquire such easements or rights-of-way as may be necessary therefore. All such easements or rights-of-way shall name the DISTRICT as grantee therein, shall be perpetual, and shall be in a form approved by the DISTRICT.
8. PETITIONER shall provide the DISTRICT with one (1) complete set of "record" or "as-built" drawings for sewer lines, stub-outs, lift stations or other components constructed by PETITIONER within 30 days of completion. The Record Drawings shall consist of one set of black line copies of the plan that has been stamped "Record Drawing" and signed by the Engineer in addition to one copy of the "Record Drawing" on CD in both ".dwg and PDF" format. Failure to provide record drawings may delay the District's certification of said improvements as complete and could also result in the withholding of connection permits and sewer services. All stubouts for desired sewer service connections for the Property shall be clearly marked by the Petitioners with board and wire, and record drawings of all such stubouts shall be provided by the Petitioners to the DISTRICT.
9. PETITIONER warrants that all sewer infrastructure constructed by PETITIONER shall conform to the requirements of the DISTRICT, and further warrants, for a period of one (1) year after the DISTRICT certifies them as complete, that the same shall be free from construction defects and shall remain within the allowable infiltration limits set by applicable state and federal regulations. Further, any repairs, replacements or major maintenance of said sewer lines, equipment and components necessary to correct any construction defects or to comply with said infiltration limits, within the one (1) year warranty period shall be performed at Petitioner's expense, whether or not actually performed by the PETITIONER, the DISTRICT, or a contractor retained by the DISTRICT; and PETITIONER shall, upon being invoiced therefore, immediately reimburse any such costs incurred by the DISTRICT. Unless the DISTRICT notifies PETITIONER of its rejection of them, all such lines, equipment and components shall, without further documentation or conveyance, become the property of the DISTRICT upon the expiration of the warranty period, and all risk of loss or damage to said improvements, and all costs for repairing or replacing them, shall thereafter be borne by the DISTRICT.
10. DISTRICT shall be entitled to assess and collect from PETITIONER applicable service charges and/or user fees for sewer services provided to the Property, in accordance with the DISTRICT's bylaws and/or other resolutions of the DISTRICT, as amended from time to time.
11. DISTRICT shall be entitled to assess and collect from PETITIONER all duly established hookup, connection, or capital replacement fee(s) at the time of issuing a building permit for any building or improvement on the Property or any part thereof, or at such other time as the parties may agree, the specific amount thereof to be established by

the DISTRICT's bylaws and/or other resolutions of the DISTRICT, as amended from time to time.

12. Without prior approval and permitting by the DISTRICT, PETITIONER shall not discharge non-domestic sewage or sewage with flows or strength not in conformance with the requirements of policies adopted by the EIRSD and Title 40 of the Code of Federal Regulations. Flows and strength shall not exceed domestic standards defined as the following average values per equivalent residential unit (ERU) for the maximum month: 200 gallons per day for flow, 350 mg/L for biochemical oxygen demand, 350 mg/L for total suspended solids, and/or 7 mg/L for total phosphorus. Sewage with pH less than 6.5 or greater than 9.0 or containing any toxins or substances or peak discharges that may be detrimental to the integrity, operation, or performance of the DISTRICT's sewage conveyance and treatment systems is prohibited.
13. The DISTRICT may impose such other and further conditions upon the proposed annexation as it deems appropriate, pursuant to Idaho Code Section 42-3218(c).

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