

APPENDIX “C”

JOINT EXERCISE OF POWERS AMENDMENT & AGREEMENT FOR THE SOUTH PLACER WASTEWATER AUTHORITY

**Original signed copies of this agreement on file at the
Placer County Board of Supervisor’s office**

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
SOUTH PLACER WASTEWATER AUTHORITY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made effective as of the 1st day of October, 2012, by and among the **CITY OF ROSEVILLE**, a charter city duly organized and existing under the laws of the State of California (the "City"), the **SOUTH PLACER MUNICIPAL UTILITY DISTRICT**, a municipal utility district duly organized and existing under the laws of the State of California (the "District"), and the **COUNTY OF PLACER**, a political subdivision duly organized and existing under the laws of the State of California (the "County").

RECITALS

- A. WHEREAS, the City, the District, and the County have the common powers to acquire real property and to plan, finance, acquire, construct, own, and operate wastewater facilities; and
- B. WHEREAS, the City, the District, and the County have determined that the public interest will be served by the joint exercise of these powers through this Agreement and the creation of a joint powers authority with the power to plan for, finance, acquire, construct, own and operate Regional Wastewater Facilities; and
- C. WHEREAS, concurrently herewith, the City, the District, the County, and the Authority will enter into the Funding Agreement and the Operations Agreement (both defined hereinafter), to provide for the funding and operation of the Regional Wastewater Facilities; and
- D. WHEREAS, the parties desire to amend this Agreement to conform the provisions hereof to the provisions of the above-referenced amended and restated agreements.

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Definitions. Words and phrases used in this Agreement shall have the meanings set forth below. Words and phrases used in common with the Funding Agreement shall have the meanings ascribed to them in the Funding Agreement, as the same may be amended from time to time. The current Funding Agreement definitions are set forth in **Exhibit A**, which Exhibit will automatically be deemed to have been amended upon any future amendments to the Funding Agreement.

Authority is defined in Section 3.

Board is defined in Subsection 7.a.

City is defined in the preamble.

County is defined in the preamble.

District is defined in the preamble.

Dry Creek Plant is defined in the Funding Agreement.

Funding Agreement means the Amended and Restated Funding Agreement relating to the South Placer Regional Wastewater Facilities among the Authority and the Participants dated of even date herewith.

Law is defined in Section 2 hereof.

Operations Agreement means the Amended and Restated Agreement regarding the Operation and Use of the South Placer Regional Wastewater Facilities among the Authority and the Participants dated of even date herewith.

Participant is defined in the Funding Agreement.

Pleasant Grove Plant is defined in the Funding Agreement.

Regional Connection Fees is defined in the Funding Agreement.

Regional Wastewater Facilities is defined in the Funding Agreement.

Related Regional Infrastructure is defined in the Funding Agreement.

2. Authority and Purpose. This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the “Law”) relative to the joint exercise of powers common to the Participants. The purpose of this Agreement is to provide for the planning, financing, acquisition, ownership, construction, and operation of Regional Wastewater Facilities.

3. Creation of Authority and Jurisdiction. The Participants hereby amend and restate the agreement, dated October 1, 2000, that created the South Placer Wastewater Authority (“Authority”), a public entity separate from the City, the District, and the County. The jurisdiction of the Authority shall be the service areas served by Regional Wastewater Facilities, as those areas may be modified from time to time.

4. Term and Termination. This Agreement shall be effective as of the date first above written. It shall remain in effect until terminated in accordance with the Law by two (2) or more of the Participants; provided, however, that this Agreement may not be terminated, and no Participant may withdraw its membership, until all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid in full.

5. Powers. The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in Section 2, including, but not limited to, the following:

- a. to secure administrative office space and furnishings;
- b. to make and enter into contracts;
- c. to contract for, or employ, administrative, technical and support staff, and consultants and contractors of any kind;
- d. to acquire and maintain insurance of all types;
- e. to lease, acquire, hold, or dispose of real property by negotiation, dedication, or eminent domain;
- f. to lease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types;
- g. to construct and operate buildings and facilities of any kind, including, without limitation, Regional Wastewater Facilities;
- h. to accept, hold, invest (pursuant to the Law, including, without limitation, section 6509.5 thereof), manage, and expend monies;
- i. to levy fees and taxes, to enter into lease purchase agreements, and to issue bonds and incur other forms of indebtedness, as provided for in the Law, including, without limitation, sections 6547, 6547.1, 6547.5, and 6547.6 thereof, or any other applicable law;
- j. to form a special assessment district under any legal authority that exists now or in the future, including, without limitation, the Improvement Act of 1911 (Streets & Highways Code section 5000 *et seq.*), the Municipal Improvement Act of 1913 (Streets & Highways Code section 10000 *et seq.*), the Improvement Bond act of 1915 (Streets & Highways Code section 8500 *et seq.*), or any other authority that exists now or in the future;
- k. to form a special tax district under the Mello-Roos Community Facilities District Act or any other authority that may exist now or in the future;
- l. to negotiate and enter into reimbursement agreements when monies to construct Regional Wastewater Facilities are available;

- m. to sue and be sued; and
- n. to exercise all powers incidental to the foregoing.

6. Duties. The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

- a. to retain legal counsel for all Authority business, including litigation;
- b. to evaluate the need for, and acquire and maintain if necessary, liability, errors and omissions, or other insurance;
- c. to finance Regional Wastewater Facilities; and
- d. to conduct an annual audit as required by the provisions of Subsection 7.d(3).

7. Administration.

a. Governing Board -- Membership. The Authority shall be administered by a board of directors ("Board") consisting of five directors. Two directors shall be appointed by the City, one director shall be appointed by the District, and two directors shall be appointed by the County. One County-appointed director shall be a member of the County Board of Supervisors and must represent a supervisorial district which includes all or a portion of the City of Roseville; such County-appointed director shall be selected annually by the County Board of Supervisors, and shall be subject to confirmation by the Roseville City Council.

b. Meetings.

(1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour and location at which such regular meetings shall be held; provided, that the Board shall meet at least once every six (6) months.

(2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(3) Conduct of Meetings. All meetings of the Board shall be held in accordance with the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board, and to the City, District, and County.

(5) Quorum. Three (3) directors of the Board shall constitute a quorum for the transaction of business. Except as provided in Section 8, actions of the Board shall require the affirmative vote of a majority of the entire Board (i.e., three (3) affirmative votes).

c. Procedures.

(1) The Board shall elect a chair from among its membership to preside at meetings and shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.

(2) The Board may adopt by resolution rules of procedure, not inconsistent with the provisions of this Agreement, to govern the conduct of its meetings.

(3) Members of the Board shall comply with Title 9 of the California Government Code, commencing with section 81000 (Political Reform Act of 1974).

d. Fiscal Matters.

(1) Treasurer and Auditor.

(A) Except as provided in Subsection (B), below, the treasurer and finance director of the City, respectively, are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in the Law, including, without limitation, sections 6505 and 6505.5 thereof.

(B) In lieu of the designations in Subsection (A), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in the Law, including, without limitation, section 6505.6 thereof.

(2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to, the Authority's property and shall file with the Authority an official bond in the amount set by the Board.

(3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the County, the City and the District, and their respective representatives. The accounts shall be prepared and maintained by the treasurer and auditor of the Authority. The Authority, within one hundred twenty (120) days after the close of each fiscal year, shall cause an independent audit of all financial activities for such fiscal year to be prepared by an independent certified public accountant employed by the Authority. The Authority shall promptly deliver copies of the audit report to the Participants.

(4) Budgets. The Board shall adopt a budget no later than ninety (90) days after the effective date of this Agreement and no later than June 30th of each year thereafter.

(5) Contributions. The Participants shall pay to the Authority the contributions to be specified in the Funding Agreement.

8. Voting. Notwithstanding Subsection 7.b, the following actions may only be taken as set forth below:

- a. The affirmative vote of at least four (4) Board members is required to set reserves, or authorize expenditures, for future expansions of Regional Wastewater Facilities.
- b. The affirmative vote of at least five (5) Board members is required:
 - (1) to authorize the issuance and sale, refinancing, or early redemption, of bonds; or
 - (2) to impose fees or assessments (other than the Regional Connection Fee), levy taxes, or order the formation of an assessment or special district.

9. Exercise of Powers. The powers and duties which (a) are common to the Participants, and (b) are vested in the Authority only by virtue of this Agreement, and are not independent powers and duties which arise by virtue of the Law, shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the City of Roseville in the exercise of similar powers or in carrying out similar duties, as provided in section 6509 of the Law.

10. Fiscal Year. The fiscal year of the Authority shall be the period from July 1st of each year to and including the following June 30th.

11. Debts, Liabilities and Obligations. The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the County, the City, or the District, either jointly or severally.

12. Liability of Board, Officers and Employees.

a. The members of the Board, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Participants for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

b. To the extent authorized by California law, no member of the Board, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by any

other member of the Board, officer, or employee. No member of the Board, officer, or employee of the Authority shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as provided in Subsection 7.d(2).

c. The funds of the Authority shall be used to defend, indemnify, and hold harmless the Authority and any member of the Board, officer, or employee of the Authority for actions taken in good faith and within the scope of his or her authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide coverage for the foregoing indemnity.

13. Liberal Construction. The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

14. Disposition of Property. Upon termination of this Agreement, the Authority shall convey all assets of the Authority to the City. Thereafter, the City shall use such assets of the Authority for the benefit of the City, District and County, as set forth in the Operations Agreement and the Funding Agreement.

15. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

16. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Participants. No Participant may assign any rights or obligations hereunder without the consent of the other Participants; provided, further, that no such assignment may be made if it would materially and adversely affect (a) the rating of bonds issued by the Authority, or (b) bondholders holding such bonds.

17. Amendments. This Agreement may be amended only by the unanimous written agreement of the Participants. So long as any bonds of the Authority are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, unless the Participants have first complied with the procedures required to amend the indenture for said Bonds.

18. Notices. Any notices to Participants required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

CITY OF ROSEVILLE
Environmental Utilities Department
2005 Hilltop Cir.
Roseville, CA 95747
Attention: Environmental Utilities Director

With a copy to:
Roseville City Attorney
311 Vernon St.
Roseville, CA 95678
Attention: City Attorney

Finance Department
311 Vernon St., Room 206
Roseville, CA 95678
Attention: Finance Director

SOUTH PLACER MUNICIPAL UTILITY
DISTRICT
5807 Springview Dr.
Rocklin, CA 95677
Attention: General Manager

With a copy to:
District's General Counsel
Brown & Associates
11140 Fair Oaks Boulevard, Suite 100
Fair Oaks, CA 95628
Attention: Adam Brown

COUNTY OF PLACER
Department of Facilities Services
Special Districts Division
11476 "C" Avenue
Auburn, CA 95603
Attention: Director

With a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Attention: County Counsel

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any Participant may amend its address for notice by notifying the other Participants.

19. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participants have entered into this Agreement effective as of the date first above written.

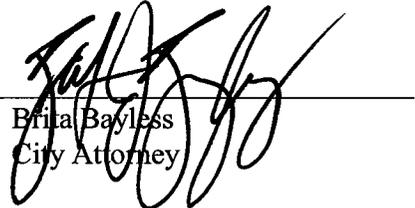
CITY OF ROSEVILLE

BY: 
Ray Kerfidge
City Manager

ATTEST:

BY: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

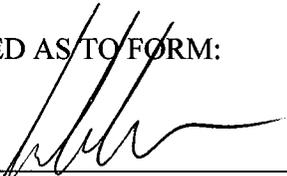
BY: 
Erika Bayless
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
Derrick Whitehead
Environmental Utilities Director

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

BY: 
Charley Clark
General Manager

APPROVED AS TO FORM:
BY: 
Adam Brown
District Counsel

ATTEST:
BY: 
Charley Clark
Secretary to the Board of Directors

COUNTY OF PLACER

BY: _____
Jennifer Montgomery
Chair, Board of Supervisors

APPROVED AS TO FORM:
BY: _____
Anthony J. LaBouff
County Counsel

ATTEST:
BY: _____
Ann Holman
Clerk, Board of Supervisors

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

BY: _____
Charley Clark
General Manager

APPROVED AS TO FORM:

BY: _____
Adam Brown
District Counsel

ATTEST:

BY: _____
Charley Clark
Secretary to the Board of Directors

COUNTY OF PLACER

BY: 
Jennifer Montgomery
Chair, Board of Supervisors

APPROVED AS TO FORM:

BY:  
~~Anthony J. LaBouff~~ Gerald O. Carden
County Counsel

ATTEST:

BY: 
Ann Holman
Clerk, Board of Supervisors

EXHIBIT A

Funding Agreement Definitions (as of October 1, 2012)

Dry Creek Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the “Dry Creek Wastewater Treatment Plant.”

Participant means, individually, the City, the County, or the District. Participants means, collectively, the City, the County and the District.

Pleasant Grove Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the “Pleasant Grove Wastewater Treatment Plant.”

Regional Connection Fees means the connection fees imposed and collected by the Participants, pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, and County ordinances, for the purpose of funding expansions or modifications of, and/or improvements to, Regional Wastewater Facilities. If any Participant contributes additional amounts pursuant to Subsection 10.c in lieu of enacting and enforcing the minimum Regional Connection Fee recommended by the Authority, such additional amounts shall be deemed to be Regional Connection Fees for purposes of this Agreement.

Regional Wastewater Facilities means the Pleasant Grove Plant, the Dry Creek Plant, any other regional treatment plants constructed by the Authority or any of the Participants in the future to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants, and all Related Regional Infrastructure.

Related Regional Infrastructure shall mean trunk sewers, interceptor lines, force mains, pump stations, and all other wastewater infrastructure, constructed in conjunction with the Pleasant Grove Plant, the Dry Creek Plant, and/or other regional wastewater treatment plants constructed in the future, as appropriate and necessary to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants. “Related Regional Infrastructure” shall not include trunk sewers, interceptor lines, force mains, pump stations, or any other wastewater infrastructure that (a) facilitate such services to only one or two of the Participants, or (b) are otherwise covered by other agreements providing for the apportionment of construction, operation and maintenance costs therefor, except for the agreements that are expressly superseded by this Agreement and the Operations Agreement.

RESOLUTION NO. 12-313

APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE SOUTH PLACER WASTEWATER AUTHORITY; THE AMENDED AND RESTATED OPERATION AND USE AGREEMENT; THE AMENDED AND RESTATED FUNDING AGREEMENT; AND, THE REALLOCATION AND REPAYMENT AGREEMENT

WHEREAS, the City of Roseville (the "City"), together with the County of Placer (the "County") and the South Placer Municipal Utility District (the "District") (collectively, the "Participants"), have formed a joint powers agency, known as the South Placer Wastewater Authority (the "Authority") for the purpose of jointly financing the Pleasant Grove Wastewater Treatment Plant, improvements to the Dry Creek Wastewater Treatment Plant, and Related Regional Infrastructure; and

WHEREAS, effective October 1, 2000, the Authority and the Participants entered into the Funding Agreement Relating to the South Placer Regional Wastewater Facilities (the "Funding Agreement") and an Agreement regarding the Operation and Use of the South Placer Regional Wastewater Facilities (the "Operations Agreement") to provide for, among other things, (i) capital funding for the Regional Wastewater Facilities, (ii) the Participants' respective responsibilities to pay debt service, (iii) the Participants' respective rights to use the Regional Wastewater Facilities, and (iv) the operation and maintenance of the Regional Wastewater facilities; and

WHEREAS, the Authority and the Participants desire to amend the Funding Agreement and Operations Agreement, and to enter into the Reallocation and Repayment Agreement in order to provide for, among other things, (i) reallocation of the Participants' Proportionate Shares, (ii) reallocation of wastewater treatment capacity and modification of provisions concerning future capacity usage, (iii) reallocation of amounts in the Participants' subaccounts within the Rate Stabilization Fund created under the Funding Agreement, (iv) future additions to the wastewater treatment service area, (v) transfer of recycled wastewater infrastructure to the City, and (vi) makeup contributions by the County to address the shortfall in its Rate Stabilization Fund subaccount; and

WHEREAS, the Participants also desire to amend the Joint Exercise of Powers Agreement for the South Placer Wastewater Authority for consistency with the Amended and Restated Funding and Operations Agreements.

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

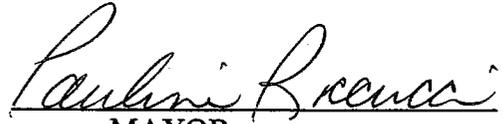
A. The following agreements are hereby approved:

1. The Amended And Restated Joint Exercise Of Powers Agreement For The South Placer Wastewater Authority;
2. The Amended And Restated Funding Agreement Relating To The South Placer Regional Wastewater Facilities;
3. The Amended And Restated Agreement Regarding The Operation and Use Of The South Placer Regional Wastewater Facilities; and
4. The Reallocation And Repayment Agreement.

B. The City Manager is hereby authorized to execute the aforementioned agreements, subject to any non-substantive changes as may be approved by the City Manager and City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this 15th day of August, 2012, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Herman, Rohan, Roccucci
 NOES COUNCILMEMBERS: None
 ABSENT COUNCILMEMBERS: Garcia



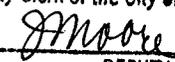
 MAYOR

ATTEST:



 City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST: _____
 City Clerk of the City of Roseville, California


 DEPUTY CLERK

**JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
SOUTH PLACER WASTEWATER AUTHORITY**

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made effective as of the 1st day of October, 2000, by and among the **CITY OF ROSEVILLE**, a charter city duly organized and existing under the laws of the State of California (the "City"), the **SOUTH PLACER MUNICIPAL UTILITY DISTRICT**, a municipal utility district duly organized and existing under the laws of the State of California (the "District"), and the **COUNTY OF PLACER**, a political subdivision duly organized and existing under the laws of the State of California (the "County").

RECITALS

- A. WHEREAS, the City, the District, and the County have the common powers to acquire real property and to plan, finance, acquire, construct, own, and operate wastewater facilities; and
- B. WHEREAS, the City, the District, and the County have determined that the public interest will be served by the joint exercise of these powers through this Agreement and the creation of a joint powers authority with the power to plan for, finance, acquire, construct, own and operate Regional Wastewater Facilities; and
- C. WHEREAS, as soon as practicable after the date first above written, the City, the District, the County, and the Authority will enter into the Funding Agreement and the Operations Agreement (defined hereinafter), to provide for the funding and operation of the Regional Wastewater Facilities.

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

- 1. Definitions. Words and phrases used in this Agreement shall have the following meanings:

Authority is defined in Section 3.

Board is defined in Subsection 7.a.

City is defined in the preamble.

County is defined in the preamble.

District is defined in the preamble.

Dry Creek Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the “Dry Creek Wastewater Treatment Plant.”

Funding Agreement means an agreement among the Authority and the Participants relating to the funding of Regional Wastewater Facilities. The Funding Agreement shall be in the form of Exhibit A, attached hereto, subject to such changes as may be (a) necessary to facilitate the issuance of bonds for the planning, design, acquisition, and construction of Regional Wastewater Facilities, or (b) otherwise agreed upon by the Participants.

Law is defined in Section 2 hereof.

Operations Agreement means an agreement among the Authority and the Participants relating to the operation of Regional Wastewater Facilities. The Operations Agreement shall be in the form of Exhibit B, attached hereto, subject to such changes as may be (a) necessary to facilitate the issuance of bonds for the planning, design, acquisition, and construction of Regional Wastewater Facilities, or (b) otherwise agreed upon by the Participants.

Participant means, individually, the City, the County, or the District. Participants means, collectively, the City, the County and the District.

Pleasant Grove Plant means the regional wastewater treatment plant to be owned and operated by the City for the mutual benefit of the Participants and to be known as the Pleasant Grove Wastewater Treatment Plant.

Regional Connection Fees means the connection fees imposed and collected by the Participants pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, and County ordinances, for the purpose of funding expansions or modifications of, and/or improvements to, Regional Wastewater Facilities.

Regional Wastewater Facilities means the Pleasant Grove Plant, the Dry Creek Plant, any other regional treatment plants constructed by the Authority or any of the Participants in the future to facilitate wastewater treatment, collection, conveyance, recycling, discharge, and disposal services collectively to all of the Participants, and all Related Regional Infrastructure.

Related Regional Infrastructure means trunk sewers, interceptor lines, force mains, pump stations, reclaimed/recycled water infrastructure, and all other wastewater infrastructure, constructed in conjunction with the Pleasant Grove Plant, the Dry Creek Plant, and/or other regional wastewater treatment plants constructed in the future, as appropriate and necessary to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants. "Related Regional Infrastructure" shall not include trunk sewers, interceptor lines, force mains, pump stations, reclaimed/recycled water infrastructure, or any other wastewater infrastructure that (a) facilitate such services to only one or two of the Participants, or (b) are otherwise covered by other agreements providing for the apportionment of construction, operation and maintenance costs therefor, except for the agreements that are expressly superseded by the Funding Agreement and the Operations Agreement.

2. Authority and Purpose. This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to the Participants. The purpose of this Agreement is to provide for the planning, financing, acquisition, ownership, construction, and operation of Regional Wastewater Facilities.

3. Creation of Authority and Jurisdiction. The Participants hereby create the South Placer Wastewater Authority ("Authority"), a public entity separate from the City, the District, and the County. The jurisdiction of the Authority shall be the service areas served by Regional Wastewater Facilities, as those areas may be modified from time to time.

4. Term and Termination. This Agreement shall be effective as of the date first above written. It shall remain in effect until terminated in accordance with the Law by two (2) or more of the Participants; provided, however, that this Agreement may not be terminated, and no Participant may withdraw its membership, until all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid in full.

5. Powers. The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in Section 2, including, but not limited to, the following:

- a. to secure administrative office space and furnishings;
- b. to make and enter into contracts;
- c. to contract for, or employ, administrative, technical and support staff, and consultants and contractors of any kind;
- d. to acquire and maintain insurance of all types;

- e. to lease, acquire, hold, or dispose of real property by negotiation, dedication, or eminent domain;
- f. to lease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types;
- g. to construct and operate buildings and facilities of any kind, including, without limitation, Regional Wastewater Facilities;
- h. to accept, hold, invest (pursuant to the Law, including, without limitation, section 6509.5 thereof), manage, and expend monies;
- i. to levy fees and taxes, to enter into lease purchase agreements, and to issue bonds and incur other forms of indebtedness, as provided for in the Law, including, without limitation, sections 6547, 6547.1, 6547.5, and 6547.6 thereof, or any other applicable law;
- j. to form a special assessment district under any legal authority that exists now or in the future, including, without limitation, the Improvement Act of 1911 (Streets & Highways Code section 5000 *et seq.*), the Municipal Improvement Act of 1913 (Streets & Highways Code section 10000 *et seq.*), the Improvement Bond act of 1915 (Streets & Highways Code section 8500 *et seq.*), or any other authority that exists now or in the future;
- k. to form a special tax district under the Mello-Roos Community Facilities District Act or any other authority that may exist now or in the future;
- l. to negotiate and enter into reimbursement agreements when monies to construct Regional Wastewater Facilities are available;
- m. to sue and be sued; and
- n. to exercise all powers incidental to the foregoing.

6. Duties. The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

- a. to retain legal counsel for all Authority business, including litigation;
- b. to evaluate the need for, and acquire and maintain if necessary, liability, errors and omissions, or other insurance;

- c. to finance Regional Wastewater Facilities; and
- d. to conduct an annual audit as required by the provisions of Subsection 7.d(3).

7. Administration.

a. Governing Board -- Membership. The Authority shall be administered by a board of directors ("Board") consisting of five directors. Two directors shall be appointed by the City, one director shall be appointed by the District, and two directors shall be appointed by the County. One County-appointed director shall be a member of the County Board of Supervisors and must represent a supervisorial district which includes all or a portion of the City of Roseville; such County-appointed director shall be selected annually by the County Board of Supervisors, and shall be subject to confirmation by the Roseville City Council.

b. Meetings.

(1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour and location at which such regular meetings shall be held; provided, that the Board shall meet at least once every six (6) months.

(2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(3) Conduct of Meetings. All meetings of the Board shall be held in accordance with the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).

(4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board, and to the City, District, and County.

(5) Quorum. Three (3) directors of the Board shall constitute a quorum for the transaction of business. Except as provided in Section 8, actions of the Board shall require the affirmative vote of a majority of the entire Board (i.e., three (3) affirmative votes).

c. Procedures.

(1) The Board shall elect a chair from among its membership to preside at meetings and shall select a secretary who may, but need not, be a member of the Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.

(2) The Board may adopt by resolution rules of procedure, not inconsistent with the provisions of this Agreement, to govern the conduct of its meetings.

(3) Members of the Board shall comply with Title 9 of the California Government Code, commencing with section 81000 (Political Reform Act of 1974).

d. Fiscal Matters.

(1) Treasurer and Auditor.

(A) Except as provided in Subsection (B), below, the treasurer and finance director of the City, respectively, are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in the Law, including, without limitation, sections 6505 and 6505.5 thereof.

(B) In lieu of the designations in Subsection (A), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in the Law, including, without limitation, section 6505.6 thereof.

(2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to, the Authority's property and shall file with the Authority an official bond in the amount set by the Board.

(3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the County, the City and the District, and their respective representatives. The accounts shall be prepared and maintained by the treasurer and auditor of the Authority. The Authority, within one hundred twenty (120) days after the close of each fiscal year, shall cause an independent audit of all financial activities for such fiscal year to be prepared by an independent certified public accountant employed by the Authority. The Authority shall promptly deliver copies of the audit report to the Participants.

(4) Budgets. The Board shall adopt a budget no later than ninety (90) days after the effective date of this Agreement and no later than June 30th of each year thereafter.

(5) Contributions. The Participants shall pay to the Authority the contributions to be specified in the Funding Agreement.

8. Voting. Notwithstanding Subsection 7.b, the following actions may only be taken as set forth below:

- a. The affirmative vote of at least four (4) Board members is required to set reserves, or authorize expenditures, for future expansions of Regional Wastewater Facilities.
- b. The affirmative vote of at least five (5) Board members is required:
 - (1) to authorize the issuance and sale, refinancing, or early redemption, of bonds; or
 - (2) to impose fees or assessments (other than the Regional Connection Fee), levy taxes, or order the formation of an assessment or special district.

9. Exercise of Powers. The powers and duties which (a) are common to the Participants, and (b) are vested in the Authority only by virtue of this Agreement, and are not independent powers and duties which arise by virtue of the Law, shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the City of Roseville in the exercise of similar powers or in carrying out similar duties, as provided in section 6509 of the Law.

10. Fiscal Year. The fiscal year of the Authority shall be the period from July 1st of each year to and including the following June 30th.

11. Debts, Liabilities and Obligations. The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the County, the City, or the District, either jointly or severally.

12. Liability of Board, Officers and Employees.

a. The members of the Board, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Participants for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

b. To the extent authorized by California law, no member of the Board, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other member of the Board, officer, or employee. No member of the Board, officer, or employee of the Authority shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as provided in Subsection 7.d(2).

c. The funds of the Authority shall be used to defend, indemnify, and hold harmless the Authority and any member of the Board, officer, or employee of the Authority for actions taken in good faith and within the scope of his or her authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide coverage for the foregoing indemnity.

13. Liberal Construction. The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

14. Disposition of Property. Upon termination of this Agreement, the Authority shall convey all assets of the Authority to the City. Thereafter, the City shall use such assets of the Authority for the benefit of the City, District and County, as set forth in the Operations Agreement and the Funding Agreement.

15. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

16. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Participants. No Participant may assign any rights or obligations hereunder without the consent of the other Participants; provided, further, that no such assignment may be made if it would materially and adversely affect (a) the rating of bonds issued by the Authority, or (b) bondholders holding such bonds.

17. Amendments. This Agreement may be amended only by the unanimous written agreement of the Participants. So long as any bonds of the Authority are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would (a) materially and adversely affect (1) the rating of bonds issued by the Authority, or (2) bondholders holding such bonds, or (b) limit or reduce the obligations of the Participants to make, in the aggregate, the payments under the Funding Agreement which are for the benefit of the owners of the bonds.

18. Notices. Any notices to Participants required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

SOUTH PLACER
WASTEWATER AUTHORITY
2005 Hilltop Circle
Roseville, CA 95747

Attention: Art O'Brien

CITY OF ROSEVILLE
Environmental Utilities Dept.
2005 Hilltop Circle
Roseville, CA 95747

Attention: Derrick Whitehead
Environmental Utilities Director

SOUTH PLACER MUNICIPAL
UTILITY DISTRICT
P.O. Box 45
3671 Taylor Road
Loomis, CA 95650

Attention: Jerry Loscalzo
General Manager

COUNTY OF PLACER
Department of Facilities Services
Special Districts Divisions
11476 "C" Avenue
Auburn, CA 95603
Attention: Tom Miller,
Director

with a copy to:
Authority's General Counsel
Hyde, Miller, Owen & Trost
428 J Street, Suite 400
Sacramento, CA 95814
Attention: Kirk E. Trost

with a copy to:
Roseville City Attorney
311 Vernon Street, Suite 202
Roseville, CA 95678
Attention: Mark Doane

with a copy to:
District's General Counsel
O'Brien & Brown LLP
2339 Gold Meadow Way, Suite 230
Gold River, CA 95670
Attention: Adam Brown

with a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Attention: Scott Finley

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any Participant may amend its address for notice by notifying the other Participants.

19. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participants have entered into this Agreement effective as of the date first above written.

CITY OF ROSEVILLE

BY: _____
Allen E. Johnson
City Manager

ATTEST:

BY: _____
Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:

BY: _____
Mark J. Doane
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Derrick Whitehead
Environmental Utilities Director

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

BY: _____
Frances E. Scheible
President, Board of Directors

APPROVED AS TO FORM:

BY: _____
William T. Sweigert
District Counsel

ATTEST:

BY: _____
Carol Bean
Secretary to the Board of Directors

COUNTY OF PLACER

BY: _____
Harriet White
Chairman, Board of Supervisors

APPROVED AS TO FORM:

BY: _____
Anthony J. LaBouff
County Counsel

ATTEST:

BY: _____
Antoinette Sharpe
Clerk, Board of Supervisors

EXHIBIT A

**FUNDING AGREEMENT
RELATING TO THE
SOUTH PLACER REGIONAL WASTEWATER FACILITIES**

TABLE OF CONTENTS

1.	<u>Definitions.</u>	2
2.	<u>Purpose and Intent of Agreement.</u>	10
3.	<u>Term and Termination.</u>	10
4.	<u>Responsibilities of the City of Roseville.</u>	10
5.	<u>Capacity Usage.</u>	11
6.	<u>Issuance of Bonds by the Authority; Bond Provisions.</u>	11
7.	<u>Pledge and Application of Participant Net Revenues.</u>	11
8.	<u>Rate Covenant.</u>	13
9.	<u>Rate Stabilization Fund.</u>	14
10.	<u>Regional Connection Fees.</u>	18
11.	<u>Participant Parity Obligations Secured by Participant Net Revenues.</u>	20
12.	<u>Determination of Participants' Proportionate Shares.</u>	21
13.	<u>Covenants of the Participants.</u>	24
14.	<u>Amendments; Expiration of Certain Provisions.</u>	27
15.	<u>Rights of Participants and Third Parties.</u>	27
16.	<u>Notices.</u>	28
17.	<u>Arbitration Regarding Repayment Schedules and Interest Rates.</u>	29
18.	<u>Counterparts.</u>	30

**FUNDING AGREEMENT
RELATING TO THE
SOUTH PLACER REGIONAL WASTEWATER FACILITIES**

THIS FUNDING AGREEMENT (the "Agreement") is made effective as of the 1st day of October, 2000, by and among the **SOUTH PLACER WASTEWATER AUTHORITY**, a joint powers agency ("Authority"), the **CITY OF ROSEVILLE**, a charter city duly organized and existing under the laws of the State of California (the "City"), the **SOUTH PLACER MUNICIPAL UTILITY DISTRICT**, a municipal utility district duly organized and existing under the laws of the State of California (the "District"), and the **COUNTY OF PLACER**, a political subdivision duly organized and existing under the laws of the State of California (the "County").

RECITALS

- A. WHEREAS, the City and the District (then known as the "Rocklin-Loomis Municipal Utility District") entered into an Agreement Relating to the Construction and Operation of a Regional Sewage Treatment Plant dated as of July 5, 1973, and amended such agreement pursuant to three supplemental agreements dated October 15, 1975, June 17, 1981, and May 6, 1987 (collectively, the "Dry Creek Agreements"); and
- B. WHEREAS, the Dry Creek Agreements allocated certain wastewater treatment capacities between the City and the District, and provided for the sharing of costs and responsibilities related to the financing, construction, and operation of the Dry Creek Plant (as defined below); and
- C. WHEREAS, on January 17, 1996, the City and the County entered into an Agreement for Sewer Services Regarding Placer County Sewer Maintenance District No. 2; Placer County Service Area No. 28, Zone 2, A-3; Placer County Service Area No. 28, Zone 55; and the Dry Creek-West Placer Community Plan Area (the "Roseville/Placer County Agreement") regarding the County's participation in the Dry Creek Plant; and
- D. WHEREAS, effective October 1, 2000, the parties hereto entered into that certain "Joint Exercise of Powers Agreement for the South Placer Wastewater Authority" (the "JPA Agreement"), which JPA Agreement created the Authority; and
- E. WHEREAS, the City, the District and the County contemplate that certain connection fees that have been collected by the parties will be used, together with certain hereinafter-described Series A&B Bond proceeds, to provide funding for Regional Wastewater Facilities, as hereinafter defined; and

- F. WHEREAS, on May 19, 1998, the City and the County entered into that certain Preliminary Agreement Between and Among the City of Roseville, the South Placer Municipal Utility District and the County of Placer Regarding the Pleasant Grove Wastewater Treatment Plant, and on October 21, 1998, the City and the District entered into an agreement bearing the same title and containing substantially the same provisions as the agreement between the City and the County (collectively, the “Preliminary Agreement”); and
- G. WHEREAS, the District, the County and the City entered into that certain “Settlement Agreement”(the “Settlement Agreement”), in settlement of the litigation entitled *City of Roseville vs. South Placer Municipal Utility District*, Sacramento County Superior Course Case No. 98AS02099; and
- H. WHEREAS, the parties hereto desire that this Agreement, the Operations Agreement (as defined below), and the JPA Agreement shall supersede the Dry Creek Agreements, the Roseville/Placer County Agreement, the Preliminary Agreement, and the Settlement Agreement (except for sections 5 through 13 thereof), and that the foregoing superseded agreements shall be of no further force or effect; and
- I. WHEREAS, by entering into this Agreement the parties hereto desire to provide for (1) the capital funding necessary for the planning, permitting, design, acquisition, and construction of Regional Wastewater Facilities, and (2) the parties’ respective rights to use Regional Wastewater Facilities.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

- 1. **Definitions.** Words and phrases used in this Agreement shall have the following meanings:

Aggregate Rate Stabilization Fund Draw means, for any Computation Period, the amount actually withdrawn from the Rate Stabilization Fund to pay Debt Service during such Computation Period.

Authority is defined in the preamble.

Available Local Connection Fees means Local Connection Fees that may be used to pay Debt Service. A Participant assessing Local Connection Fees shall, on a case-by-case basis, determine whether such Local Connection Fees are so usable.

Average Dry Weather Flow means the average daily wastewater flow into the Regional Wastewater Facilities, measured from July 1st through September 30th of each year.

Bond Documents means the Series A&B Bond Documents and any Parity Bonds Instrument(s).

Bond Redemptions means funds sent by the Authority to the Trustee accompanied by irrevocable instructions to the Trustee that such funds are to be applied to the redemption of Bonds in accordance with the optional redemption provisions of the Indenture and any Parity Bonds Instrument.

Bonds means, collectively, the Series A&B Bonds and any Parity Bonds, issued and at any time outstanding under the Indenture or any Parity Bonds Instrument, respectively.

Capital Costs means both direct and incidental costs of the planning, permitting, design, acquisition and construction of Regional Wastewater Facilities, including, without limitation, the following: (a) site acquisition, including, without limitation, administration, surveys, appraisals, legal fees, costs of litigation, and title insurance; (b) engineering costs, including, without limitation, administration, investigation, tests, design, survey, construction supervision, and inspection; (c) construction costs, including, without limitation, Bond interest during construction; (d) preliminary project costs paid, and advance payments made, by the City, the County, or the District; (e) Debt Service and issuance costs on Bonds; (f) reserve requirements for Bonds; (g) capital reserve requirements relating to Regional Wastewater Facilities; and (h) administrative costs, including, without limitation, legal fees, consultant fees, and costs of Participant personnel working on the acquisition and construction of Regional Wastewater Facilities.

City is defined in the preamble.

Computation Period means a Fiscal Year, unless another period of time is required by any applicable Bond Document.

County is defined in the preamble.

Debt Service means, for any Computation Period, the sum of (a) the interest accruing on all Bonds during such Computation Period, assuming that all Bonds are retired as scheduled, plus (b) the principal amount (including principal due as sinking fund installment payments) allocable to all Bonds in such Computation Period, calculated as if such principal amounts were deemed to accrue daily during such Computation Period in equal amounts from, in each case, each payment date for principal or the date of delivery of such Bonds (provided that principal shall not be deemed to accrue for greater than a 365-day period prior to any payment date), as the case may be, to the next succeeding payment date for principal; provided, that the following adjustments shall be made to the foregoing amounts in the calculation of Debt Service:

(1) with respect to any such Bonds bearing or comprising interest at other than a fixed interest rate, the rate of interest used to calculate Debt Service shall be (A) with respect to such Bonds then outstanding, one hundred ten percent (110%) of the greater of (I) the daily average interest rate on such Bonds during the twelve (12) calendar months next preceding the date of such calculation (or the portion of the then current Computation Period that such Bonds have borne interest) or (II) the most recent effective interest rate on such Bonds prior to the date of such calculation and (B) with respect to such Bonds then proposed to be issued, the average of the Revenue Bond Index published in *The Bond Buyer* over the prior 12 months, or a comparable index if the Revenue Bond Index is no longer published;

(2) with respect to any such Bonds having twenty percent (20%) or more of the aggregate principal amount thereof due in any one Computation Period, Debt Service shall be calculated for the Computation Period of determination as if the interest on and principal of such Bonds were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of thirty (30) years from the date of such Bonds; provided, however, that the full amount of such Bonds shall be included in Debt Service if the date of calculation is within 24 months of the actual maturity of the payment;

(3) with respect to any such Bonds or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Bonds or portions thereof, such accreted discount shall be treated as due when scheduled to be paid;

(4) Debt Service shall not include interest on Bonds which is to be paid from amounts constituting capitalized interest; and

(5) if an interest rate swap agreement is in effect with respect to, and is payable on a parity with, any Bonds to which it relates, no amounts payable under such interest rate swap in excess of debt service payable under such Parity Bonds Instrument shall be included in the calculation of Debt Service unless the sum of (A) the interest payable on such Bonds, plus (B) the amounts payable by the Authority or the Participant under such interest rate swap agreement, less (C) the amounts receivable by the Authority or the Participant under such interest rate swap agreement, are greater than the interest payable on such Bonds, in which case the amount of such payments to be made that exceed the interest to be paid on such Bonds shall be included in such calculation, and for this purpose, the variable amount under any such interest rate swap agreement shall be determined in accordance with the procedure set forth in Subsection (1) of this definition.

Debt Service Fund means the fund of that name created under the Indenture, or an equivalent fund created under any Parity Bonds Instrument, as applicable.

District is defined in the preamble.

Dry Creek Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the “Dry Creek Wastewater Treatment Plant.”

EDU's means “equivalent dwelling units,” which is the measure by which City, District, and County calculate their Regional Connection Fees. The Participants shall coordinate the definition of EDU's in their respective codes and ordinances, such that Regional Connection Fees collected are equivalent as regards land use types, size, and density of structures.

Enterprise Fund means, (a) as to the City, the Operational and Rehabilitation Funds maintained by the City; (b) as to the County, the following funds maintained by the County: (1) Sewer Maintenance District No. 2, Fund 503, Subfund 2; (2) CSA 28, Zone 55, Livoti Sewer, Fund 502, Subfund 55; and (3) CSA 28, Zone 2A3, Sunset Sewer, Fund 502, Subfund 2; and (c) as to the District, the Enterprise Fund maintained by the District.

Event of Default means:

(a) Default in the due and punctual payment of any amounts required to be paid hereunder by a party hereto, when and as the same shall become due and payable; or

(b) Default by a party in the observance of any other covenants, agreements or conditions on its part in this Agreement, or in any Bond Document, and such default shall have continued for a period of thirty (30) days after that party shall have been given notice in writing of such default by the Trustee, or any other party hereto; provided, however, that if any such default is not reasonably curable within such thirty (30) day period, the applicable party shall not be deemed to be in default if such party commences to cure the default within such thirty (30) day period and diligently pursues such cure to completion.

Fiscal Year means the period of time beginning on July 1st of any year and ending on June 30th of the following year, or any other twelve (12) month period agreed to in writing by all of the Participants.

Indenture means that certain Indenture of Trust, dated as of October 1, 2000, between the Authority and the Trustee, under which the Series A&B Bonds are issued.

Individual Rate Stabilization Fund Draw means, as to each Participant, for any Computation Period, the amount actually withdrawn from the account created for such Participant in the Rate Stabilization Fund to pay such Participant's Proportionate Share of Debt Service during such Computation Period.

Interest Payment Date means any date on which interest is payable on the Series A&B Bonds under the terms of the Indenture.

JPA Agreement is defined in Recital D.

Local Connection Fees means connection fees imposed and collected by a Participant, pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, or County ordinances, as applicable, for the purpose of funding expansions or modifications of, and/or improvements to, the Participant's System.

MGD means millions of gallons per day.

Minimum Level means, when used to describe the amount contained in the Rate Stabilization Fund, an amount equal to the lesser of: (a) Debt Service due in the two (2) Fiscal Years occurring immediately after the calculation is made, and (b) the amount required to redeem or retire all Bonds.

Operations Agreement means that certain Agreement Regarding the Operation and Use of the South Placer Regional Wastewater Facilities made by and among the Authority and the Participants of even date herewith.

Parity Bonds means all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements) of the Authority, the proceeds of which are applied to the acquisition and construction of Regional Wastewater Facilities, payable from and secured by a pledge of and lien upon any of the Participant Net Revenues, and issued or incurred pursuant to Section 3.06 of the Indenture.

Parity Bonds Instrument means the resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the Authority, and under which Parity Bonds are issued.

Participant means, individually, the City, the County, or the District.

Participants means, collectively, the City, the County and the District.

Participant Gross Revenues means, for any Computation Period, all amounts received for, arising from, and all other income and revenues derived by a Participant from, the ownership or operation of such Participant's System and such Participant's use of Regional Wastewater Facilities, excluding Regional Connection Fees and Local Connection Fees other than Available Local Connection Fees.

Participant Net Revenues means, with respect to each Participant, such Participant's Gross Revenues less such Participant's Operation and Maintenance Costs, for any Computation Period.

Participant Operation and Maintenance Costs or Participant's Operation and Maintenance Costs means, for any given period, the reasonable and necessary costs (both direct and incidental) of operating and maintaining the facilities which comprise a Participant's System during such period, as well as the Participant's share of Regional Operation and Maintenance Costs, calculated on sound accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve such facilities in good repair and working order, and reasonable amounts for administration, overhead, insurance, taxes (if any), labor, materials, water, electricity, natural gas, chemicals, employee bonds, vehicles, communications equipment, preventive maintenance, sludge disposal, environmental remediation, engineering services, analytical testing services, rents, right-of-way charges, recycled water operations costs, legal judgments and assessments, other support services, and other similar costs, but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor, debt service and amortization of intangibles or other book-keeping entries of a similar nature.

Participant Parity Obligations means, as to each Participant, all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements), payable from Participant Net Revenues on a parity with the Participant's obligation to pay its Proportionate Share of Debt Service.

Participant System or Participant's System means, as to each Participant, the facilities of such Participant (excluding Regional Wastewater Facilities, if any, owned by such Participant) for the collection, transmission and disposal of wastewater to or through the Regional Wastewater Facilities, together with necessary pipes, pumps, valves and machinery and lands, easements and rights of way therefor; and other works, properties or structures necessary or convenient for the collection, transmission and disposal of wastewater, including all additions, betterments, extensions and improvements to such facilities or any part thereof.

Paying Participant is defined in Subsection 9.f(3).

Phase I Capacity means twelve (12) MGD, the intended Average Dry Weather Flow capacity of the first phase of the Pleasant Grove Plant, or, if the initial capacity is not twelve (12) MGD, the wastewater treatment capacity actually provided by the first phase of the Pleasant Grove Plant. On the date the Pleasant Grove Plant begins wastewater treatment operations, the Participants' usage of Phase I Capacity shall be zero, notwithstanding the diversion of wastewater from the Dry Creek Plant, as set forth below. From and after that date, all increases in the Participants' usage of the wastewater treatment capacity of the Regional Wastewater Facilities shall be deemed to be usage of Phase I Capacity, until the entire amount of Phase I Capacity is used. Subject to the concept that the Pleasant Grove Plant shall be available to the Participants on a first-come, first-served basis, the Participants' projected and estimated needs for additional wastewater treatment capacity provided by the construction of the Pleasant Grove Plant, as of the date first above written, are: City: 6.5 MGD; County: 2.5 MGD; District: 3.0 MGD. For the purpose of calculating Phase I Capacity, the County's estimated amount of 2.5 MGD reflects its

projected need for 0.75 MGD at the Pleasant Grove Plant, and 1.75 MGD at the Dry Creek Plant, which Dry Creek Plant capacity will be made available by the diversion of wastewater from the Dry Creek Plant to the Pleasant Grove Plant when the Pleasant Grove Plant becomes operational.

Pleasant Grove Plant means the regional wastewater treatment plant to be owned and operated by the City for the mutual benefit of the Participants and to be known as the “Pleasant Grove Wastewater Treatment Plant.”

Proportionate Share means the percentage allocations among the Participants determined in accordance with Section 12.

Proportional Volumetric Share means the proportion of total yearly wastewater volume entering the Regional Wastewater Facilities that is attributable to the City, the District or the County, as applicable. The City shall determine, using information supplied by all Participants, the total yearly wastewater volume and each Participant’s Proportional Volumetric Share on a Fiscal Year basis.

Rate Covenant Debt Service means, as to each Participant, such Participant’s Proportionate Share of Debt Service, less the sum of (a) such Participant’s Individual Rate Stabilization Fund Draw, and (b) any amounts paid on behalf of such Participant pursuant to Section 9.f(3).

Rate Stabilization Fund means the fund into which all Regional Connection Fees are deposited. The Rate Stabilization Fund may be held by the City in trust for the benefit of the Authority, in which event references in this Agreement to payments made, or received, by the Authority, shall be deemed to refer to payments made, or received, by the City on the Authority’s behalf.

Regional Connection Fees means the connection fees imposed and collected by the Participants, pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, and County ordinances, for the purpose of funding expansions or modifications of, and/or improvements to, Regional Wastewater Facilities. If any Participant contributes additional amounts pursuant to Subsection 10.c in lieu of enacting and enforcing the minimum Regional Connection Fee recommended by the Authority, such additional amounts shall be deemed to be Regional Connection Fees for purposes of this Agreement.

Regional Operation and Maintenance Costs means, for any given period, the reasonable and necessary costs (both direct and incidental) of operating and maintaining Regional Wastewater Facilities during such period, calculated on sound accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve Regional Wastewater Facilities in good repair and working order, and reasonable amounts for administration (including, without limitation, costs of administration of the Participants’ industrial pretreatment programs by the City, but only to the

extent such costs are not chargeable to significant industrial users pursuant to Roseville Municipal Code Chapter 14.26), overhead, insurance, taxes (if any), labor, materials, water, electricity, natural gas, chemicals, employee bonds, vehicles, communications equipment, improvements, replacements and rehabilitations, preventive maintenance, sludge disposal, environmental remediation, engineering services, analytical testing services, rents, right-of-way charges, recycled water operations costs, legal judgments and assessments (including, without limitation, enforcement actions of the California Regional Water Quality Control Board), and other similar costs. Credit items, such as all salvage value of Regional Wastewater Facilities, and revenue from the sale of sludge or other products, including, without limitation, reclaimed and recycled water, shall be credited first to Regional Operation and Maintenance Costs and then to each of the Participants based on their Proportional Volumetric Share.

Regional Wastewater Facilities means the Pleasant Grove Plant, the Dry Creek Plant, any other regional treatment plants constructed by the Authority or any of the Participants in the future to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants, and all Related Regional Infrastructure.

Related Regional Infrastructure shall mean trunk sewers, interceptor lines, force mains, pump stations, reclaimed/recycled water infrastructure, and all other wastewater infrastructure, constructed in conjunction with the Pleasant Grove Plant, the Dry Creek Plant, and/or other regional wastewater treatment plants constructed in the future, as appropriate and necessary to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants. "Related Regional Infrastructure" shall not include trunk sewers, interceptor lines, force mains, pump stations, reclaimed/recycled water infrastructure, or any other wastewater infrastructure that (a) facilitate such services to only one or two of the Participants, or (b) are otherwise covered by other agreements providing for the apportionment of construction, operation and maintenance costs therefor, except for the agreements that are expressly superceded by this Agreement and the Operations Agreement.

Reserve Account means the account of that name created under the Indenture, or an equivalent account created under any Parity Bonds Instrument, as applicable.

Reserve Requirement has the meaning given thereto in the Indenture, or any Parity Bonds Instrument, as applicable.

Series A&B Bond Debt Service means Debt Service due on the Series A&B Bonds.

Series A&B Bond Documents means the Indenture, this Agreement, the Official Statement and other ancillary documents relating to credit enhancement, liquidity, and other matters relating to the Series A&B Bonds, including the purchase of the Series A&B Bonds.

Series A&B Bonds means the two series of bonds of the Authority to be issued under the Indenture. The Series A&B Bonds will be issued to provide all or a portion of the funds required for Capital Costs.

Sub-Minimum Level means, for each Participant, an amount equal to the product of the Minimum Level multiplied by such Participant's Proportionate Share.

Trustee means the Trustee appointed under the Indenture, and any successor thereto. The term "Trustee" shall also mean trustee(s) under any Parity Bonds Instrument(s), as applicable.

Underfunded Participant is defined in Subsection 9.f(3).

User Charges means rates, fees and charges levied against customers for use of a Participant's System and the Regional Wastewater Facilities, exclusive of Regional Connection Fees and Local Connection Fees.

2. Purpose and Intent of Agreement.

a. The purpose and intent of this Agreement is (1) to provide for the general allocation of Capital Costs; (2) to provide for the allocation of the Participants' individual financial responsibility for payment of Debt Service; (3) to provide for the Participants' use of the additional wastewater treatment capacity provided by the construction of new Regional Wastewater Facilities, and (4) to provide assurance to the purchasers of Bonds regarding the availability of Participant Net Revenues for the payment of Debt Service.

b. The Participants further intend that, notwithstanding short-term variances in their respective contributions of Regional Connection Fees or other funds, their total respective financial contributions to Capital Costs (whether financed by Bonds, funded by Regional Connection Fees, or otherwise) shall, ultimately, be directly proportional to their respective actual usage of the wastewater treatment capacity made available by the construction of Regional Wastewater Facilities. The specific provisions of this Agreement shall be interpreted to give effect to the foregoing sentence.

3. Term and Termination. This Agreement shall be effective as of the date first above written and shall remain in effect (a) for the full useful life of any and all Regional Wastewater Facilities, or (b) until such time as no Bonds remain outstanding, whichever is later. The expiration or sooner termination of the JPA Agreement shall not cause this Agreement to expire or terminate.

4. Responsibilities of the City of Roseville.

a. The City shall be responsible for the planning, permitting, design, acquisition, and construction of Regional Wastewater Facilities on behalf of the Participants. The City shall be

entitled to be reimbursed from Bond proceeds, monies in the Rate Stabilization Fund, and any other available funds of the Authority, for Capital Costs incurred by the City; provided, however, that nothing in this Agreement shall be construed as a legal commitment by the Authority to reimburse or fund Capital Costs for construction of any project unless and until the Authority has determined that all necessary environmental reviews therefor have been completed. This Agreement is not intended to, and shall not, predetermine the outcome of any such necessary environmental reviews.

b. The City shall operate and maintain the Regional Wastewater Facilities for the mutual benefit of the City, District, and County, so long as the District and County pay to the City their proportionate shares of the amounts required to be paid under this Agreement and the Operations Agreement. The City shall be entitled to be reimbursed by the District and the County for their proportionate share of Regional Operation and Maintenance Costs (as determined pursuant to the terms of the Operations Agreement). Following the termination of the Joint Powers Agreement, (1) all amounts to be paid to the Authority hereunder shall be paid to the City, and (2) all determinations to be made, and other actions to be taken, by the Authority hereunder, shall be made and taken by the City in a manner consistent with City's duty to operate and maintain the Regional Wastewater Facilities for the mutual benefit of all of the Participants.

5. **Capacity Usage.** The wastewater treatment capacity of Regional Wastewater Facilities shall be available to each Participant on a first-come, first-served basis, as set forth herein.

6. **Issuance of Bonds by the Authority; Bond Provisions.** The Authority shall be responsible for issuing Bonds. The Authority shall use Bond proceeds and Regional Connection Fees on deposit in the Rate Stabilization Fund, and any other available funds of the Authority, to pay Capital Costs. Each Participant agrees to take all necessary and required actions to enable the Authority to obtain all necessary authorizations and rights, and to do all things necessary and convenient, in connection with issuing Bonds and delegating the responsibility for planning, permitting, designing, acquiring, constructing, operating, and maintaining the Regional Wastewater Facilities to the City and, to that end, shall enter into such supplemental agreements as may be reasonably necessary to provide adequate security for the owners of Bonds and to effectuate the purposes of this Agreement.

The Participants, in order to provide adequate security for the payment of Bonds, each severally covenant, as to each such Participant, but not as to the other Participants, as set forth in Sections 7, 8, 9, 10, 11, 12, and 13.

7. **Pledge and Application of Participant Net Revenues.**

a. **Pledge.** Each Participant hereby irrevocably pledges, charges and assigns to the Trustee, to assure the punctual payment of its Proportionate Share of Debt Service, all of its Participant Net Revenues and, except as otherwise may be permitted under the applicable Bond Documents, the Participant Net Revenues shall not be used for any other purpose so long as any

of its Proportionate Share of Debt Service remains unpaid. Such pledge, charge and assignment shall constitute a senior lien on the Participant Net Revenues for the payment of the Proportionate Share of Debt Service in accordance with the terms hereof. To the extent a Participant's Proportionate Share of Debt Service is not paid in full from the Aggregate Rate Stabilization Fund Draw prior to any Interest Payment Date, such Participant shall, on or before such Interest Payment Date, make a payment directly to the Trustee for deposit to the Debt Service Fund from its Participant Net Revenues to make up such deficiency.

b. Deposit of Participant Gross Revenues Into Enterprise Funds; Transfers to Make Payments.

(1) Each Participant shall deposit its Participant Gross Revenues immediately upon receipt, in its Enterprise Fund. Each Participant shall pay out of Participant Gross Revenues the Participant Operation and Maintenance Costs.

(2) Each Participant covenants and agrees that all Participant Net Revenues shall be held by such Participant in such Participant's Enterprise Fund in trust for the benefit of the Trustee and the owners of Bonds. In addition to the payment of such Participant's Proportionate Share of Debt Service to the extent provided for in Subsection 7.a, if the balance of the Reserve Account falls below the Reserve Requirement by reason of the loss of value of investments then on hand in the Reserve Account, Participant Net Revenues shall be applied to pay the amount of such Participant's Proportionate Share of such deficiency in the Reserve Account, the notice of which deficiency shall have been given by the Trustee to the Authority pursuant to the Indenture or any Parity Bonds Instrument. Upon receipt of any such notice, the Authority shall forward copies of such notice to the Participants.

c. Other Uses of Participant Net Revenues Permitted. The Participants shall manage, conserve, and apply the Participant Net Revenues on deposit in their respective Enterprise Funds in such a manner that all deposits required to be made pursuant to the preceding Subsection 7.b shall be made at the times and in the amounts so required. Subject to the foregoing sentence, each Participant may use and apply monies in its Enterprise Fund for any other lawful purposes, so long as no Event of Default shall have occurred and be continuing with respect to that Participant's obligations hereunder.

d. Budget and Appropriation of Proportionate Share of Debt Service. During the term of this Agreement, for each current Fiscal Year, each Participant shall adopt all necessary budgets and make all necessary appropriations of Rate Covenant Debt Service, from Participant Net Revenues, and shall furnish to the Trustee a certificate stating that the amount of Rate Covenant Debt Service to be paid from Participant Net Revenues has been included in the final budget of such Participant for such current Fiscal Year. Such certificate for any Fiscal Year shall be filed with the Trustee not later than September 1 in such Fiscal Year. In the event any Rate Covenant Debt Service payment requires the adoption by a Participant of any supplemental budget or appropriation, such Participant shall promptly adopt the same. The covenants on the

part of each Participant contained in this Subsection 7.d shall be deemed to be, and shall be construed to be, duties imposed by law and it shall be the duty of each and every public official of each Participant to take such actions and do such things as are required by law in the performance of the official duty of such officials to enable such Participant to carry out and perform the covenants and agreements in this Subsection 7.d.

e. Payment of Ongoing Costs Associated With the Bonds. In the event the following items are not paid by the Authority, each Participant agrees that it will pay, from Participant Net Revenues, its Proportionate Share of ongoing costs associated with the Bonds, including but not limited to: fees and expenses of the Trustee, fees of the Remarketing Agent, and fees and expenses due to the Provider under the Standby Bond Purchase Agreement and Payment Agreement (as those terms are defined in the Indenture).

8. Rate Covenant.

a. Each Participant shall fix, prescribe, revise, and collect User Charges during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Participant Gross Revenues sufficient to pay the following amounts in the following order of priority:

(1) All Participant Operation and Maintenance Costs estimated by such Participant to become due and payable in such Fiscal Year;

(2) The Participant's Rate Covenant Debt Service and the amount due from the Participant on any Participant Parity Obligations as they become due and payable during such Fiscal Year, without preference or priority, except to the extent such Rate Covenant Debt Service or such interest on Participant Parity Obligations are payable from proceeds of Bonds or Participant Parity Obligations deposited for such purpose;

(3) All amounts, if any, required to be contributed by such Participant to restore the balance in the Reserve Account to the full amount of the Reserve Requirement pursuant to Subsection 7.b(2); and

(4) All payments required to meet any other obligations of such Participant which are charges, liens, encumbrances upon, or which are otherwise payable from, the Participant Net Revenues during such Fiscal Year.

b. In addition, each Participant shall fix, prescribe, revise, and collect User Charges during each Fiscal Year which are sufficient to yield Participant Net Revenues at least equal to one hundred ten percent (110%) of Rate Covenant Debt Service.

9. Rate Stabilization Fund.

a. The Rate Stabilization Fund shall be established and maintained by the Authority, or by the City of Roseville on behalf of the Authority. The Rate Stabilization Fund shall be held as one fund, with three separate accounts therein (one for each Participant), all of which, collectively, shall constitute the Rate Stabilization Fund.

b. (1) As soon as practicable following the date first above written, but in no event later than the closing date of the Series A&B Bonds (or, if the closing of the Series A&B Bonds occurs on different dates, the earlier closing date), the City shall deposit the amounts then on deposit in the City's "Regional Wastewater Fund" and the "Sewer Special Benefit Study Area No. 2 Fund" (collectively, the "Wastewater Funds") into the Rate Stabilization Fund. Said amounts shall be allocated to the Participants' accounts in the Rate Stabilization Fund as follows:

(A) Amounts on deposit in the Wastewater Funds as of June 30, 2000, (\$68,926,738) shall be allocated as follows:

City:	\$43,983,490
District:	\$20,455,926
County:	\$4,487,322.

(B) Amounts deposited into the Wastewater Funds, and interest earned by the Wastewater Funds, between July 1, 2000 and the earlier closing date of the Series A&B Bonds, shall be allocated based on the amounts deposited by each Participant during said period, less such Participant's prorated share of Capital Costs actually paid during said period. For purposes of this Subsection 9.b(1)(B) only, a Participant's prorated share of Capital Costs paid during said period shall be based upon the ratio of the amounts deposited by that Participant during said period to the amounts deposited by all Participants during said period.

(2) Thereafter, each Participant shall pay all Regional Connection Fees to the Authority for deposit into the Rate Stabilization Fund, and, except as otherwise expressly set forth in this Agreement, such deposits shall be credited to the account of the Participant making the deposit. In the event any Participant desires to increase the balance of its account in the Rate Stabilization Fund for any reason, such Participant may, in its sole and absolute discretion, also deposit other available monies into the Rate Stabilization Fund.

(3) Amounts deposited by the City into the Rate Stabilization Fund as reimbursement for Capital Costs paid prior to the execution of this Agreement shall be allocated as follows:

(A) Reimbursement for Capital Costs paid prior to July 1, 2000, shall be deposited into the Participants' accounts in the Rate Stabilization Fund in the following percentages:

City:	66.13%
District:	27.00%
County:	6.87%.

(B) Reimbursement for Capital Costs paid between July 1, 2000, and the earlier closing date of the Series A&B Bonds, shall be allocated according to the Participants' prorated shares of Capital Costs, as calculated pursuant to Subsection 9.b(1)(B), above.

(4) Interest on monies in the Rate Stabilization Fund for any period shall be allocated to the Participants' accounts in the Rate Stabilization Fund based on their respective average balances during such period.

c. (1) The Rate Stabilization Fund shall be used to pay:

(A) Debt Service;

(B) Bond Redemptions;

(C) Capital Costs;

(D) Reimbursement to a Participant of funds, other than Regional Connection Fees, deposited by such Participant into the Debt Service Fund, the Reserve Account, and the Rate Stabilization Fund, except to the extent such reimbursement would cause the balance of such Participant's account within the Rate Stabilization Fund to fall below its Sub-Minimum Level;

(E) Administrative and other expenses incurred by the Authority, provided, however, that in the event expenditures from the Rate Stabilization Fund are restricted for any reason, such Authority expenses may be charged to the Participants as Regional Operation and Maintenance Costs under the Operations Agreement; and

(F) Any other legal expenditures.

(2) (A) Amounts withdrawn from the Rate Stabilization Fund to pay for Debt Service, Bond Redemptions, and other Capital Costs for Bond-financed projects, shall be charged to the Participants' accounts within the Rate Stabilization Fund according to their respective Proportionate Shares, unless the Participants otherwise agree in writing.

(B) Amounts withdrawn from the Rate Stabilization Fund as reimbursement to a Participant of funds other than Regional Connection Fees, deposited by such Participant into the Debt Service Fund, the Reserve Account, or the Rate Stabilization Fund, shall be charged to that Participant's account within the Rate Stabilization Fund.

(C) Amounts withdrawn from the Rate Stabilization Fund to pay for Capital Costs (except for Capital Costs included in Subsection (A), above), administrative and other expenses incurred by the Authority, and other legal expenditures, shall be charged to the Participants' accounts within the Rate Stabilization Fund as reasonably determined by the Authority in accordance with the principle set forth in Subsection 2.b.

d. The Authority shall, through the Regional Connection Fee recommendation process set forth in Subsection 10.c, attempt to maintain the Rate Stabilization Fund balance at or above the Minimum Level.

e. Draws on the Rate Stabilization Fund shall not cause the funds therein to fall below the Minimum Level, except as expressly hereinafter provided.

f. (1) So long as a draw on the Rate Stabilization Fund would not cause the balance therein to fall below the Minimum Level, the Rate Stabilization Fund shall be fully available to pay Debt Service and any other legal expenditures, regardless of the amount of funds contained in a particular Participant's account within the Rate Stabilization Fund.

(2) In the event that a draw on the Rate Stabilization Fund would have the effect of causing the Rate Stabilization Fund balance to fall below the Minimum Level, and a draw on a Participant's account within the Rate Stabilization Fund would have the effect of causing the balance in such Participant's account within the Rate Stabilization Fund to fall below such Participant's Sub-Minimum Level, such draw on a Participant's account within the Rate Stabilization Fund shall be limited, in each Fiscal Year, to an amount equal to the sum of: (A) one-third of the lesser of (I) such Participant's Sub-Minimum Level, and (II) the amount then on hand in such Participant's account within the Rate Stabilization Fund; plus (B) the amount then on hand in such Participant's account within the Rate Stabilization Fund in excess of such Participant's Sub-Minimum Level.

(3) In the event a Participant's (the "Underfunded Participant's") account within the Rate Stabilization Fund is unable to pay all of its Proportionate Share of Debt Service, and the then-current draw on the Rate Stabilization Fund would not have the effect of causing the Rate Stabilization Fund balance to fall below the Minimum Level, the other Participants' (the "Paying Participants") accounts within the Rate Stabilization Fund shall pay the unpaid portion of the Underfunded Participant's Proportionate Share of Debt Service. Such unpaid portion of the Underfunded Participant's Proportionate Share of Debt Service shall be paid out of the Paying Participants' accounts within the Rate Stabilization Fund as follows:

(A) If there is only one (1) Underfunded Participant, the Paying Participants' accounts within the Rate Stabilization Fund shall cover the unpaid portion of the Underfunded Participant's Proportionate Share of Debt Service in proportion to the Paying Participants' relative Proportionate Shares.

(B) If there are two (2) Underfunded Participants, the remaining Paying Participant's account within the Rate Stabilization Fund shall cover the unpaid portion of both Underfunded Participants' Proportionate Shares of Debt Service.

(4) (A) The parties hereto intend that no Paying Participant should be required to raise its User Charges, or take any other action under Section 8, by reason of the payment of all, or a portion of, an Underfunded Participant's (or Participants') Proportionate Share(s) of Debt Service out of the Paying Participant's account within the Rate Stabilization Fund. Within thirty (30) days after receipt of a written request from the Authority or any Paying Participant, the Authority and the Participants shall meet and agree upon a repayment schedule for the Underfunded Participant(s) that will ensure that the parties' intent, as expressed in the foregoing sentence, is given effect; provided that, in any event, Regional Connection Fees deposited in the Rate Stabilization Fund by an Underfunded Participant shall automatically be credited to the account(s) of the Paying Participant(s), up to the amount advanced by the Paying Participant(s), plus interest at the rate set forth below. In the event the parties are unable to agree on an appropriate repayment schedule, the matter may be referred to arbitration pursuant to Section 17. No Underfunded Participant shall be required to use funds other than Participant Net Revenues and Regional Connection Fees to make such payments to the Paying Participant's (or Participants') accounts within the Rate Stabilization Fund; provided, however, an Underfunded Participant may be required to use other funds available to such Underfunded Participant to repay any Regional Connection Fees deferred pursuant to Subsection 10.d(2). Payments by an Underfunded Participant pursuant to this Subsection 9.f(4) shall be subordinate to such Underfunded Participant's obligation to pay its Proportionate Share of Debt Service, as set forth in this Agreement.

(B) Except as provided in the following sentences, the interest rate applicable to amounts owed by an Underfunded Participant shall be equal to the interest earned by funds on hand in the Rate Stabilization Fund during the applicable period. Following a reallocation of the Participants' Proportionate Shares pursuant to the provisions of Section 12, any Underfunded Participant may submit a written request for interest rate modification to the Authority and the other Participants. Within thirty (30) days after receipt of such written request, the Authority and the Participants shall meet and agree upon an interest rate that is equitable, and that gives effect to the principle set forth in Section 2.b, in view of the then-current wastewater capacity usage projections of the Participants. In the event the parties are unable to agree on an equitable interest rate, the matter may be referred to arbitration pursuant to Section 17.

g. For purposes of determining the sufficiency of amounts held in each Participant's account within the Rate Stabilization Fund, such Participant shall receive a credit for amounts held by the Trustee and attributable to such Participant to pay its Proportionate Share of Debt Service.

h. Within one hundred twenty (120) days after the end of each Fiscal Year, the Authority, or the City of Roseville on behalf of the Authority, shall contract for an independent audit of deposits to, and expenditures from, the Rate Stabilization Fund. The audit shall identify the amounts deposited by each Participant and the expenditures attributable to each Participant's account, and determine the balance of each Participant's account within the Rate Stabilization Fund. The annual audit shall be distributed to all Participants.

10. Regional Connection Fees.

a. It is the intent of the Participants that the Regional Connection Fees collected after the issuance of Bonds shall be sufficient (1) to pay all Debt Service, (2) to keep the Rate Stabilization Fund at or above the Minimum Level, (3) to provide monies for additional expansions or modifications of, or improvements to, Regional Wastewater Facilities, and (4) to meet state and federal regulatory requirements.

b. (1) Pursuant to the provisions of Subsection 9.c, those amounts in the Rate Stabilization Fund which exceed the amount necessary, in any Computation Period, to keep the Rate Stabilization Fund at or above the Minimum Level following an Aggregate Rate Stabilization Fund Draw, may also be used by the Authority to fund other expansions or modifications of, or improvements to, Regional Wastewater Facilities, subject to the prior written approval of the Authority.

(2) Notwithstanding the foregoing, and subject to the availability of funds from the Authority, when the average daily inflows to the Dry Creek Plant or Pleasant Grove Plant reach seventy-five percent (75%) of actual total capacity of either plant, respectively, the City shall begin the planning, permitting and design of the next expansion of the Pleasant Grove Plant or Dry Creek Plant, or the construction of new Regional Wastewater Facilities, as appropriate. Subject to the provisions of Section 9.f, the payment of the cost of such planning, permitting and design shall be made from the Regional Connection Fees on deposit in the Rate Stabilization Fund, or any other available funds of the Authority.

(3) Within a reasonable time after City begins the process of planning, permitting, and design, pursuant to Subsection 10.b(2), the Participants shall meet and confer regarding their respective Estimated Maximum Capacity Usage (as defined in Section 12), with respect to both Phase I Capacity and wastewater treatment capacity to be provided by the future expansion of Regional Wastewater Facilities.

c. In the event amounts deposited into the Rate Stabilization Fund are insufficient to keep the balance thereof at or above the Minimum Level, and, in any event, not less than once every five (5) years, the Authority shall reevaluate the Regional Connection Fee and recommend the minimum Regional Connection Fee that the Participants shall charge. In recommending the minimum Regional Connection Fee, the Authority shall consider all appropriate factors, including, without limitation, the future Capital Costs, amount of Debt Service, the funding of the Rate Stabilization Fund, and the anticipated expansions or modifications of, or improvements to, Regional Wastewater Facilities. Each Participant shall either (1) enact and enforce the minimum Regional Connection Fee, and any increases thereto, recommended by the Authority, within one hundred twenty (120) days following receipt of notice thereof from the Authority, or (2) concurrently with the payment of Regional Connection Fees actually collected, pay to the Authority the difference between Regional Connection Fees actually collected and the amount that would have been collected (based on the same number of EDU's) had the Participant enacted and enforced the minimum Regional Connection Fee, and any increases thereto, recommended by the Authority. Nothing in this Agreement shall prohibit a Participant from adopting, for its own use, Local Connection Fees on connections within its individual service area in such amounts as it deems appropriate.

d. (1) In the case of the City and the County, Regional Connection Fees shall be paid upon the issuance of a building permit. In the case of the District, Regional Connection Fees shall be paid upon the issuance of a wastewater system application permit. Regional Connection Fees shall be transmitted by the Participants to the Authority on a monthly basis by the 15th day of each month, along with a summary report of (A) the Regional Connection Fees collected during the preceding month, (B) the dates on which the collected Regional Connection Fees were assessed, (C) the development projects (including number of EDU's) for which the collected Regional Connection Fees were assessed, and (D) any deferred Regional Connection Fees (as provided below), with copies of said report to be given to each of the other Participants.

(2) Each Participant may, in its sole discretion, allow for the deferral of Regional Connection Fees on a case-by-case basis, provided that such deferral does not cause any draw on the Rate Stabilization Fund to reduce the balance of such Participant's account within the Rate Stabilization Fund below such Participant's Sub-Minimum Level. In addition, each Participant may, in its sole discretion, allow for the deferral of Regional Connection Fees applicable to individual residences on a case-by-case basis, regardless of the balance of such Participant's account within the Rate Stabilization Fund. In the event a Participant allowing deferral of Regional Connection Fees becomes an Underfunded Participant, the Authority, or any Paying Participant, may require repayment of deferred amounts, plus interest, pursuant to the provisions of Subsection 9.f(4). In any event, the Participants shall pay deferred Connection Fees to the Authority, plus interest at the rate earned by funds on hand in the Rate Stabilization Fund during the period of deferral, upon collection thereof.

(3) In addition to the annual audit of Rate Stabilization Fund deposits and expenditures required by Subsection 9.h, the Authority shall retain an independent firm to conduct an audit of each Participant's Regional Connection Fee collection program within every five (5) years during the term of this Agreement. In the event said audit determines that there is a deficit between Regional Connection Fees that should have been collected and transmitted by any Participant and Regional Connection Fees that were actually collected and transmitted, that Participant shall pay the amount of the deficit to the Authority within a reasonable time as established by the Authority.

11. Participant Parity Obligations Secured by Participant Net Revenues. Each Participant may issue or incur Participant Parity Obligations, subject to the following specific conditions, which are hereby made conditions precedent to the issuance and delivery of such Participant Parity Obligations:

a. The Participant shall be in compliance with all covenants set forth in this Agreement.

b. The Participant's Net Revenues, calculated on sound accounting principles, as shown by the books of the Participant for the latest Fiscal Year, or any more recent twelve (12) month period selected by such Participant ending not more than ninety (90) days prior to the adoption of the documentation pursuant to which such Participant Parity Obligations are issued, as shown by the books of the Participant, plus, at the option of the Participant, any or all of the items hereinafter in this Subsection designated, shall at least equal one hundred ten percent (110%) of the sum of (1) such Participant's Rate Covenant Debt Service, and (2) the maximum annual debt service on the Participant Parity Obligations to be issued, calculated in accordance with the requirements of the resolution, trust indenture, or installment sale agreement, adopted, entered into, or executed and delivered, by the Participant, and under which such Participant Parity Obligations are to be issued. The items which may be added to such Participant's Net Revenues for the purpose of issuing or incurring Participant Parity Obligations hereunder are:

(1) an allowance for earnings arising from such Participant's Net Revenues resulting from any increase in the User Charges which has become effective prior to the incurring of such Participant Parity Obligations but which, during all or any part of such Fiscal Year or such twelve (12) month period, was not in effect, in an amount equal to the amount by which such Participant's Net Revenues would have been increased if such increase in User Charges had been in effect during the whole of such Fiscal Year or such twelve (12) month period, all as shown in the written report of an independent consultant engaged by such Participant; and

(2) an allowance for Participant Net Revenues from any additions or improvements to or extensions of the Participant's System to be financed from the proceeds of such Participant Parity Obligations or from any other source but in any case which, during all or any part of the most recent completed Fiscal Year for which audited financial statements are available or for any more recent twelve (12) month period selected by the Participant were not in

service, all in an amount equal to seventy-five percent (75%) of the estimated additional average annual Participant Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation, all as shown by the certificate or opinion of a qualified independent engineer employed by the Participant; and

(3) Local Connection Fees collected by such Participant, in an amount equal to the greater of: (A) Local Connection Fees collected by such Participant during the prior twelve (12) months, or (B) the average annual amount of Local Connection Fees collected by such Participant during the prior thirty-six (36) months.

c. The documentation providing for the issuance of such Participant Parity Obligations shall provide that:

(1) The proceeds of such Participant Parity Obligations shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Participant's System, or otherwise for facilities, improvements or property which the Participant determines are of benefit to the Participant's System, or for the purpose of refunding any Bonds, or other Parity Obligations, in whole or in part, including all costs (including costs of issuing such Participant Parity Obligations and including capitalized interest on such Participant Parity Obligations during any period which the Participant deems necessary or advisable) relating thereto; and

(2) Principal on such Participant Parity Obligations shall be payable on a date which is the same date principal on Bonds is paid.

12. Determination of Participants' Proportionate Shares. The Participants' Proportionate Shares shall be calculated as follows:

a. Initially, each Participant's Estimated Maximum Capacity Usage (defined below), and its Proportionate Share, shall be as follows:

<u>Participant</u>	<u>Est. Max. Capacity Usage</u>	<u>Proportionate Share</u>
City:	6.5 MGD	54.17%
County:	2.5 MGD	20.83%
District:	3.0 MGD	25.00%
	-----	-----
TOTAL:	12.0 MGD	100%

The foregoing initial Estimated Maximum Capacity Usages and Proportionate Shares shall be applicable while the Series A&B Bonds are outstanding, unless and until reallocated in accordance with the provisions of this Section 12.

b. The initial Proportionate Shares shall constitute the Participants' Proportionate Shares until the City notifies the Authority and the Trustee that at least one Participant's use of Phase I Capacity (as determined by that Participant's Average Dry Weather Flow) exceeds that Participant's Estimated Maximum Capacity Usage. The City shall determine, using information supplied by all Participants, Average Dry Weather Flow for each Participant, and give a report of its findings to the Authority and the other Participants on or before November 30th of each year. Upon receipt of such notification, the Participants' Proportionate Shares shall automatically be reallocated as follows:

(1) The following definitions shall apply to this section:

"Estimated Maximum Capacity Usage" means, as to any Participant, the estimated maximum amount of Phase I Capacity to be used by that Participant, as adjusted from time to time pursuant to this section. The initial Estimated Maximum Capacity Usage for each Participant is set forth in Subsection 12.a.

"Under-using Participant" means a Participant that has not used all of its Estimated Maximum Capacity Usage.

"Over-using Participant" means a Participant that has exceeded its Estimated Maximum Capacity Usage.

"Relative Unused Capacity Ratio" means, for any Under-using Participant, the percentage of that Participant's Estimated Maximum Capacity Usage that remains unused by that Participant, divided by the sum of the percentages of the Estimated Maximum Capacity Usage that remains unused by all Under-using Participants, as of any date of measurement.

"Redistributed Capacity" means, for any Under-using Participant, that Participant's Relative Unused Capacity Ratio multiplied by the amount of Phase I Capacity usage to be reallocated to the Over-using Participant.

(2) The Estimated Maximum Capacity Usage and Proportionate Share for each Participant shall be reallocated as follows:

(A) The Over-using Participant's (or Participants') reallocated Estimated Maximum Capacity Usage shall be that Participant's (or Participants') actual Phase I Capacity usage, as measured pursuant to Subsection 12.b.

(B) The Under-using Participant's (or Participants') reallocated Estimated Maximum Capacity Usage shall be that Participant's (or Participants') Estimated Maximum Capacity Usage less that Participant's (or Participants') Redistributed Capacity.

(C) The reallocated Proportionate Share of each Participant shall be that Participant's reallocated Estimated Maximum Capacity Usage divided by the total Phase I Capacity.

c. By way of example only, assume the following facts: On November 30th, the City gives notice, pursuant to Subsection 12.b, of the following usage of Phase I Capacity (which is 12 MGD):

City's usage = 6.0 MGD;
County's usage = 2.0 MGD; and
District's usage = 3.5 MGD.

(1) The percentage of Estimated Maximum Capacity Usage that remains unused by the City and the County is calculated as follows:

$$\text{City} = (6.5 - 6.0)/6.5 = 7.69\%$$

$$\text{County} = (2.5 - 2.0)/2.5 = 20.00\%$$

(2) The City's and County's Relative Unused Capacity Ratios are calculated as follows:

$$\text{City's Rel. Unused Cap. Ratio} = 7.69\% / (7.69\% + 20.00\%) = 0.2777$$

$$\text{County's Rel. Unused Cap. Ratio} = 20.00\% / (7.69\% + 20.00\%) = 0.7223$$

(3) The City's and County's Redistributed Capacity is calculated as follows:

$$\text{City's Redistributed Capacity} = 0.2777 * 0.5 \text{ MGD} = 0.14 \text{ MGD}$$

$$\text{County's Redistributed Capacity} = 0.7223 * 0.5 \text{ MGD} = 0.36 \text{ MGD}$$

(4) Therefore, the Estimated Maximum Capacity Usage and Proportionate Share for each Participant will be automatically reallocated as follows:

$$\text{City's Est. Max. Cap. Usage} = 6.50 - 0.14 = 6.36 \text{ MGD}$$

$$\text{County's Est. Max. Cap. Usage} = 2.50 - 0.36 = 2.14 \text{ MGD}$$

$$\text{District's Est. Max. Cap. Usage} = 3.0 + 0.50 = 3.50 \text{ MGD}$$

$$\text{City's Prop. Share} = 6.36 \text{ MGD} / 12 \text{ MGD} = 53.00\%$$

County's Prop. Share = 2.14 MGD/12 MGD = 17.83%

District's Prop. Share = 3.50 MGD/12 MGD = 29.17%

d. The reallocation of Estimated Maximum Capacity Usage under this Section 12 is solely for the purpose of reallocating the Participants' Proportionate Shares, and shall not affect the provisions of Section 5.

e. The Proportionate Shares of Series A&B Bond Debt Service determined pursuant to this Section 12 shall apply to the Series A&B Bonds, but not to Parity Bonds, or other obligations issued by the Authority which are subordinate to the Series A&B Bonds. When this Agreement refers to the "Proportionate Shares" of the Participants with respect to their respective responsibilities for the payment of Debt Service on Parity Bonds, the term shall mean the allocation agreed to by all of the Participants at the time Parity Bonds are issued, which allocation shall be in accordance with the principles of Section 2.b hereof.

13. Covenants of the Participants.

a. Punctual Payment; Compliance With Bond Documents. Each Participant shall punctually pay or cause to be paid the interest and principal to become due with respect to its Proportionate Share of Debt Service in strict conformity with the terms of all Bonds, and of all Bond Documents, and shall faithfully observe and perform all of the conditions, covenants and requirements of all Bond Documents.

b. Against Encumbrances. No Participant shall mortgage or otherwise encumber, pledge or place any charge upon its Participant System or any part thereof, or upon any of its Participant Net Revenues, which would have the effect of impairing its obligation to make payments hereunder.

c. Discharge of Claims. Each Participant covenants that in order to fully preserve and protect the priority and security of all Bonds, such Participant shall pay and discharge all lawful claims for labor, materials and supplies furnished for or in connection with its Participant System which, if unpaid, may become a lien or charge upon its Participant Net Revenues prior or superior to the lien of any and all Bonds or impair the security of any and all Bonds. Each Participant shall also promptly pay all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of its Participant System or upon any part thereof or upon any of its Participant Net Revenues.

d. Acquisition, Construction or Financing of Improvements to the Participant's System. Each Participant shall construct, or finance improvements to its Participant System which are necessary for the continuing operation of its Participant System, and such improvements shall be made in an expeditious manner and in conformity with laws so as to complete the same as soon as possible.

e. Operation and Maintenance of Participant's System in Efficient and Economical Manner. Each Participant covenants and agrees to maintain and operate its Participant System in an efficient and economical manner and to operate, maintain and preserve the Participant System in good repair and working order.

f. Against Sale, Eminent Domain.

(1) No Participant shall sell, lease or otherwise dispose of its Participant System or any part thereof essential to the proper operation of its Participant System or to the maintenance of its Participant Net Revenues, except as expressly permitted in all applicable Bond Documents. No Participant shall enter into any lease or agreement which impairs the operation of its Participant System or any part thereof necessary to secure adequate Participant Net Revenues for the payment of the interest on and principal or redemption price, if any, on any and all Bonds, or which would otherwise impair the rights of the holders of any and all Bonds with respect to its Participant Net Revenues or the operation of its Participant System. Any real or personal property which has become non-operative or which is not needed for the efficient and proper operation of its Participant System, or any material or equipment which has worn out, may be sold without the consent of the holders if such sale will not reduce Participant Net Revenues.

(2) If all or any part of a Participant's System shall be taken by eminent domain proceedings, the net proceeds realized by the Participant therefrom shall be deposited by the Participant with the Trustee in a special fund in trust and applied by the Participant as the Participant deems prudent, if (A) the Participant first secures and files with the Trustee a certificate showing (I) the estimated loss in annual Participant Net Revenues, if any, suffered, or to be suffered, by the Participant by reason of such eminent domain proceedings, (II) a general description of the Participant's proposed use of such net proceeds, and (III) an estimate of the additional Participant Net Revenues, if any, to be derived from such use of net proceeds; and (B) the Trustee, on the basis of such certificate, determines that the ability of the Participant to meet its obligations under the applicable Bond Documents will not be substantially impaired, which determination shall be final and conclusive. If the foregoing conditions are met, the Participant shall then promptly proceed with the proposed use of such net proceeds substantially in accordance with such certificate and payments therefor shall be made by the Trustee from such net proceeds and from other monies of the Participant lawfully available therefor, and any balance of such net proceeds not required by the Participant for the purposes aforesaid shall be deposited with the Trustee in accordance with the applicable Bond Documents.

g. Insurance. Each Participant covenants that it shall at all times maintain such insurance on its Participant System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to such works or properties. No Participant shall be required to maintain earthquake insurance. If any useful part of the Participant System shall be damaged or destroyed, such part shall be restored to use. The net proceeds of insurance against accident to or destruction of the physical Participant System shall be used for repairing or rebuilding the damaged or destroyed portions of the Participant System,

(to the extent that such repair or rebuilding is determined by the Participant to be useful or of continuing value to the Participant's System) and to the extent not so applied, shall be applied to as provided in the applicable Bond Documents.

Any such insurance shall be in the form of policies or contracts for insurance with insurers of good standing and shall be payable to the Participant, or may be in the form of self-insurance by the Participant. The Participant shall establish such fund or funds or reserves as are necessary to provide for its share of any such self-insurance. The Participant shall file or cause to be filed with the Trustee, annually within one hundred twenty (120) days after the close of each Fiscal Year, a certificate describing the insurance, as required by the applicable Bond Documents.

h. Records and Accounts. Each Participant shall keep proper books of record and accounts of the finances of its Participant System, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to its Participant System. Said books shall, upon reasonable request, be subject to the inspection of the holders of Bonds as provided in the applicable Bond Documents.

Each Participant covenants that it shall cause the books and accounts of its Participant System to be audited annually by an Independent Certified Public Accountant and shall make available for inspection by the owners of Bonds in accordance with the applicable Bond Documents.

Each Participant covenants that it shall cause to be prepared annually, not more than one hundred eighty (180) days after the close of each Fiscal Year, as a part of its regular annual financial report, a summary statement showing the amount of revenues and the amount of all other funds collected which are required to be pledged or otherwise made available as security for payment of principal of and interest on Bonds, the disbursements from the revenues and other funds in reasonable detail, and a general statement of the financial and physical condition of its Participant System. The Participant shall furnish a copy of the statement to the Trustee, and upon written request, to any Bond owner.

i. Protection of Security and Rights of Owners. Each Participant shall preserve and protect the security of all Bonds and the rights of all Bond owners, and shall warrant and defend their rights against all claims and demands of all persons.

j. Against Competitive Facilities. No Participant shall acquire, construct, operate or maintain a utility within the service area of such Participant that would be competitive with its Participant System.

k. Payment of Taxes, Etc. Each Participant shall pay and discharge all taxes, assessments and other governmental charges which may be lawfully imposed upon its Participant System or any part thereof, or upon any Participant Net Revenues, when the same shall become due. Each Participant shall duly observe and conform with all valid requirements of any

governmental authority relative to its Participant System or any part thereof, and shall comply with all requirements with respect to any state or federal grants received to assist in paying for the costs of the acquisition, construction or financing of any improvements to its Participant System.

l. Enforcement of Funding Agreement. Each Participant shall enforce its rights under this Agreement to receive its allocation of wastewater treatment capacity so as to ensure availability of wastewater treatment to customers within its jurisdiction.

m. No Priority for Participant Parity Obligations. Each Participant covenants that no additional bonds or other obligations shall be issued or incurred having any priority in payment over any and all Bonds as to revenues pledged to any and all Bonds.

n. Further Assurances. Each Participant shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of the Authority under, the applicable Bond Documents.

o. Continuing Disclosure. Each Participant shall comply with and carry out all of the provisions of the applicable Bond Documents regarding its obligation to provide the Authority with information necessary to meet the Authority's continuing disclosure obligations, as set forth in Section 5.20 of the Indenture or any corresponding provisions of Parity Bonds Instruments, if any.

14. Amendments; Expiration of Certain Provisions.

a. This Agreement may be amended only by the unanimous written agreement of the Participants. So long as any Bonds are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of said Bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded (1) in any manner that will have a material adverse effect on the payment of Debt Service, or (2) in any manner that would result in a reduction in the credit ratings on any and all Bonds, or (3) in any manner that would limit or reduce the obligations of the Participants to make, in the aggregate, the payments hereunder which are for the benefit of the owners of Bonds.

b. Upon redemption or retirement of all Bonds, provisions of this Agreement that are solely for the benefit of owners of Bonds shall be held in abeyance, unless and until additional Bonds, if any, are issued by the Authority.

15. Rights of Participants and Third Parties. The Trustee, and Authority's credit enhancement provider, if any, shall have the right, as third-party beneficiaries of this Agreement, to initiate and maintain legal proceedings to enforce this Agreement to the extent provided for in the applicable Bond Documents. Except as provided in the foregoing sentence, nothing in this

Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the parties hereto and their respective permitted successors and assigns. If an Event of Default occurs hereunder, the parties hereto, the Trustee, and Authority's credit enhancement provider, if any, shall have the right to take whatever action it, or they, deem(s) necessary or advisable to ensure that such defaulting party complies with the provisions hereof, including, without limitation, bringing an action in law or in equity. In any action brought by any party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

16. **Notices.** Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

SOUTH PLACER WASTEWATER
AUTHORITY
2005 Hilltop Circle
Roseville, CA 95747

Attention: Art O'Brien

with a copy to:
Authority's General Counsel
Hyde, Miller, Owen & Trost
428 J Street, Suite 400
Sacramento, CA 95814
Attention: Kirk E. Trost

CITY OF ROSEVILLE
Environmental Utilities Dept.
2005 Hilltop Circle
Roseville, CA 95747
Attention: Derrick Whitehead
Environmental Utilities Director

with a copy to:
Roseville City Attorney
311 Vernon Street, Suite 202
Roseville, CA 95678
Attention: Mark Doane

Finance Department
311 Vernon Street, Room 206
Roseville, CA 95678
Attention: Russ Branson,
Finance Director

SOUTH PLACER MUNICIPAL
UTILITY DISTRICT
P.O. Box 45
3671 Taylor Road
Loomis, CA 95650

Attention: Jerry Loscalzo
General Manager

with a copy to:
District's General Counsel
O'Brien & Brown LLP
2339 Gold Meadow Way, Suite 230
Gold River, CA 95670
Attention: Adam Brown

COUNTY OF PLACER
Department of Facilities Services
Special Districts Divisions
11476 "C" Avenue
Auburn, CA 95603
Attention: Tom Miller,
Director

with a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Attention: Scott Finley

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other parties.

17. Arbitration Regarding Repayment Schedules and Interest Rates.

a. Any disagreement among the Participants concerning the repayment schedule(s), or interest rate(s), to be determined pursuant to Subsection 9.f(4) shall be submitted to arbitration upon the written request of one Participant being given to the other Participants.

b. The Participants may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three, with each Participant naming one independent arbitrator in writing within thirty (30) days after demand for arbitration is given. Should one or more Participants refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, then (1) if only one Participant has timely designated an arbitrator, the arbitrator shall proceed ex parte to consider the matter, or (2) if two Participants have timely designated arbitrators, the arbitrators shall appoint a third arbitrator and proceed ex parte to consider the matter.

c. A hearing on the matter to be arbitrated shall take place before the arbitrator(s) in the County of Placer, State of California, at the time and place selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give each Participant written notice of the time and place at least ten (10) days before the date selected. At the hearing, any relevant evidence may be presented by any Participant, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator(s). The arbitrator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the Participants.

d. If there is only one arbitrator, his or her decision shall be binding and conclusive on the Participants and, if there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision, if any, by the arbitrator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that

Court may vacate, modify, or correct the award in accordance with the provisions of the California Arbitration Act.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the South Placer Wastewater Authority, the City of Roseville, the South Placer Municipal Utility District and the County of Placer have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

SOUTH PLACER WASTEWATER AUTHORITY

BY: _____
Chairperson, Board of Directors

ATTEST:

BY: _____
Secretary, Board of Directors

APPROVED AS TO LEGAL FORM:

BY: _____
Authority's General Counsel

CITY OF ROSEVILLE

BY: _____
Allen E. Johnson
City Manager

ATTEST:

BY: _____
Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:

BY: _____
Mark J. Doane
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Derrick Whitehead
Environmental Utilities Director

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

BY: _____
Frances E. Scheible
President, Board of Directors

APPROVED AS TO FORM:

BY: _____
William T. Sweigert
District Counsel

ATTEST:

BY: _____
Carol Bean
Secretary to the Board of Directors

COUNTY OF PLACER

BY: _____
Harriet White
Chairman, Board of Supervisors

APPROVED AS TO FORM:

BY: _____
Anthony J. LaBouff
County Counsel

ATTEST:

BY: _____
Antoinette Sharpe
Clerk, Board of Supervisors

EXHIBIT B

**AGREEMENT REGARDING THE OPERATION AND USE
OF THE SOUTH PLACER REGIONAL WASTEWATER FACILITIES**

TABLE OF CONTENTS

1.	<u>Definitions</u>	2
2.	<u>Operation and Maintenance of Regional Wastewater Facilities</u>	5
3.	<u>Charges for Regional Operation and Maintenance Costs</u>	6
4.	<u>Inflow and Infiltration; Maintenance of Participant Systems</u>	6
	a. <u>Inflow and Infiltration Requirement</u>	6
	b. <u>Participant System Evaluation</u>	7
	c. <u>Long Term Participant System Rehabilitation and Maintenance</u>	7
	d. <u>Construction Specifications</u>	7
5.	<u>Backup Power and Wet Well Capacity</u>	7
6.	<u>High Water Alarms</u>	7
7.	<u>Unauthorized Wastewater Discharges</u>	7
8.	<u>Flow Monitoring Equipment</u>	7
9.	<u>Ordinance Modification; Compliance with Discharge Permits</u>	8
10.	<u>Industrial Pretreatment Program</u>	8
11.	<u>Tax Exemption</u>	8
12.	<u>Major Dischargers</u>	8
13.	<u>Moratorium</u>	9
14.	<u>City/County Provisions</u>	9
	a. <u>Linda Creek Raw Water Bypass</u>	9
	b. <u>Dry Creek - West Placer Community Plan Area Wastewater Facilities</u>	9
	c. <u>Reclaimed Water</u>	10
	d. <u>Sabre City Plant</u>	11
15.	<u>Indemnity</u>	11
16.	<u>Term and Termination</u>	12

17. Amendments. 12

18. Rights of Participants and Third Parties. 12

19. Notices. 13

20. Counterparts. 14

**AGREEMENT REGARDING THE OPERATION AND USE
OF THE SOUTH PLACER REGIONAL WASTEWATER FACILITIES**

THIS AGREEMENT REGARDING THE OPERATION AND USE OF THE SOUTH PLACER REGIONAL WASTEWATER FACILITIES (the "Agreement") is made effective as of the 1st day of October, 2000, by and among the **SOUTH PLACER WASTEWATER AUTHORITY**, a joint powers agency ("Authority"), the **CITY OF ROSEVILLE**, a charter city duly organized and existing under the laws of the State of California (the "City"), the **SOUTH PLACER MUNICIPAL UTILITY DISTRICT**, a municipal utility district duly organized and existing under the laws of the State of California (the "District"), and the **COUNTY OF PLACER**, a political subdivision duly organized and existing under the laws of the State of California (the "County").

RECITALS

- A. WHEREAS, effective October 1, 2000, the Participants entered into that certain "Joint Exercise of Powers Agreement for the South Placer Wastewater Authority" (the "JPA Agreement"), which JPA Agreement created the Authority; and
- B. WHEREAS, concurrently herewith, the Participants and the Authority entered into that certain Funding Agreement Relating to the South Placer Regional Wastewater Facilities (the "Funding Agreement"); and
- C. WHEREAS, the Participants have previously entered into certain agreements referred to in the Funding Agreement as the Dry Creek Agreements, the Roseville/Placer County Agreement, the Preliminary Agreement, and the Settlement Agreement; and
- D. WHEREAS, the Participants desire that this Agreement, the Funding Agreement, and the JPA Agreement, shall supersede the Dry Creek Agreements, the Roseville/Placer County Agreement, the Preliminary Agreement, and the Settlement Agreement (except for sections 5 through 13 thereof), and that the foregoing superseded agreements shall be of no further force or effect; and
- E. WHEREAS, by entering into this Agreement the parties hereto desire to provide for (1) the operation and maintenance of Regional Wastewater Facilities, and (2) the ongoing funding necessary for the foregoing.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. **Definitions.** Words and phrases used in this Agreement shall have the following meanings:

Average Dry Weather Flow means the average daily wastewater flow into the Regional Wastewater Facilities, measured from July 1st through September 30th of each year.

Bonds means, collectively, the Series A&B Bonds and any Parity Bonds, issued and at any time outstanding under the Indenture or any Parity Bonds Instrument, respectively.

Community Plan Area means the Dry Creek - West Placer Community Plan Area depicted on Exhibit "B," attached hereto and incorporated herein.

Discharge Permits means, collectively, the National Pollutant Discharge Elimination System Waste Discharge Requirements for the City of Roseville, issued by the Regional Water Quality Board, (a) on March 17, 2000, for the Pleasant Grove Plant (Order No. CA0084573), and (b) on June 16, 2000, for the Dry Creek Plant (Order No. CA0079502), and any amendments thereto.

Dry Creek Plant means the regional wastewater treatment plant owned and operated by the City for the mutual benefit of the Participants and known as the "Dry Creek Wastewater Treatment Plant."

Event of Default means:

(a) Default in the due and punctual payment of any amounts required to be paid hereunder by a party hereto, when and as the same shall become due and payable, and such default shall have continued for a period of ten (10) days after that party shall have been given notice in writing of such default by the Trustee, or any other party hereto; or

(b) Default by a party in the observance of any other covenants, agreements or conditions on its part in this Agreement, and such default shall have continued for a period of thirty (30) days after that party shall have been given notice in writing of such default by the Trustee, or any other party hereto; provided, however, that if any such default is not reasonably curable within such thirty (30) day period, the applicable party shall not be deemed to be in default if such party commences to cure the default within such thirty (30) day period and diligently pursues such cure to completion.

Fiscal Year means the period of time beginning on July 1st of any year and ending on June 30th of the following year, or any other twelve (12) month period agreed to in writing by all of the Participants.

Funding Agreement is defined in Recital B.

Indenture means that certain Indenture of Trust, dated as of October 1, 2000, between the Authority and the Trustee, under which the Series A&B Bonds are issued.

Inflow and Infiltration, or I&I, means direct and indirect discharges (other than normal authorized wastewater discharges) to the collection system serving Regional Wastewater Facilities. Such discharges include, without limitation, leaky joints and manholes, illegal storm drain connections, service laterals in need of repair, or wastewater lines located in the flood plain that are not watertight.

Parity Bonds means all bonds, notes or other obligations (including without limitation long-term contracts, loans, sub-leases or other legal financing arrangements) of the Authority, the proceeds of which are applied to the acquisition and construction of Regional Wastewater Facilities, payable from and secured by a pledge of and lien upon any of the Participant Net Revenues, and issued or incurred pursuant to Section 3.06 of the Indenture.

Parity Bonds Instrument means the resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the Authority, and under which Parity Bonds are issued.

Participant means, individually, the City, the County, or the District. Participants means, collectively, the City, the County and the District.

Participant System or Participant's System means, as to each Participant, the facilities of such Participant (excluding Regional Wastewater Facilities, if any, owned by such Participant) for the collection, transmission and disposal of wastewater to or through the Regional Wastewater Facilities, together with necessary pipes, pumps, valves and machinery and lands, easements and rights of way therefor; and other works, properties or structures necessary or convenient for the collection, transmission and disposal of wastewater, including all additions, betterments, extensions and improvements to such facilities or any part thereof.

Pleasant Grove Plant means the regional wastewater treatment plant to be owned and operated by the City for the mutual benefit of the Participants and to be known as the "Pleasant Grove Wastewater Treatment Plant."

Proportional Volumetric Share means the proportion of total yearly wastewater volume entering the Regional Wastewater Facilities that is attributable to the City, the District or the

County, as applicable. The City shall determine, using information supplied by all Participants, the total yearly wastewater volume and each Participant's Proportional Volumetric Share on a Fiscal Year basis.

Regional Connection Fees means the connection fees imposed and collected by the Participants, pursuant to the applicable provisions of the Roseville Municipal Code, District ordinances, and County ordinances, for the purpose of funding expansions or modifications of, and/or improvements to, Regional Wastewater Facilities.

Regional Operation and Maintenance Costs means, for any given period, the reasonable and necessary costs (both direct and incidental) of operating and maintaining Regional Wastewater Facilities during such period, calculated on sound accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve Regional Wastewater Facilities in good repair and working order, and reasonable amounts for administration (including, without limitation, costs of administration of the Participants' industrial pretreatment programs by the City, but only to the extent such costs are not chargeable to significant industrial users pursuant to Roseville Municipal Code Chapter 14.26), overhead, insurance, taxes (if any), labor, materials, water, electricity, natural gas, chemicals, employee bonds, vehicles, communications equipment, improvements, replacements and rehabilitations, preventive maintenance, sludge disposal, environmental remediation, engineering services, analytical testing services, rents, right-of-way charges, recycled water operations costs, legal judgments and assessments (including, without limitation, enforcement actions of the Regional Water Quality Board), and other similar costs. Credit items, such as all salvage value of Regional Wastewater Facilities, and revenue from the sale of sludge or other products, including, without limitation, reclaimed and recycled water, shall be credited first to Regional Operation and Maintenance Costs and then to each of the Participants based on their Proportional Volumetric Share.

Regional Wastewater Facilities means the Pleasant Grove Plant, the Dry Creek Plant, any other regional treatment plants constructed by the Authority or any of the Participants in the future to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants, and all Related Regional Infrastructure.

Related Regional Infrastructure shall mean trunk sewers, interceptor lines, force mains, pump stations, reclaimed/recycled water infrastructure, and all other wastewater infrastructure, constructed in conjunction with the Pleasant Grove Plant, the Dry Creek Plant, and/or other regional wastewater treatment plants constructed in the future, as appropriate and necessary to facilitate wastewater collection, conveyance, treatment, recycling, discharge, and disposal services collectively to all of the Participants. "Related Regional Infrastructure" shall not include trunk sewers, interceptor lines, force mains, pump stations, reclaimed/recycled water infrastructure, or any other wastewater infrastructure that (a) facilitate such services to only one or two of the Participants, or (b) are otherwise covered by other agreements providing for the

apportionment of construction, operation and maintenance costs therefor, except for the agreements that are expressly superceded by this Agreement and the Funding Agreement.

Regional Water Quality Board means the California Regional Water Quality Control Board, Central Valley Region.

Series A&B Bonds means the bonds of the Authority to be issued under the Indenture.

Trustee means the Trustee appointed under the Indenture, and any successor thereto. The term "Trustee" shall also mean trustee(s) under any Parity Bonds Instrument(s), as applicable.

User means any person or entity that discharges water or waste into a Participant System and/or the Regional Wastewater Facilities, and is subject to regulation under the provisions of Roseville Municipal Code Chapter 14.26 (entitled "Industrial Wastewater"), or similar ordinances enacted by the District and the County.

2. Operation and Maintenance of Regional Wastewater Facilities.

a. The City shall operate and maintain the Regional Wastewater Facilities for the mutual benefit of, and provide wastewater treatment services to, those areas depicted on Exhibit "A," attached hereto and incorporated herein, which areas are within the jurisdictional boundaries of the City, District, and County, so long as the District and County pay to the City their proportionate shares of the amounts required to be paid under this Agreement and the Funding Agreement.

b. Additional portions of the County Service Area No. 28, Zone No. 55 (Livoti Track), may be added to the areas served by Regional Wastewater Facilities upon County's compliance with all legal and administrative requirements therefor.

c. The City shall perform, and operate and maintain the Regional Wastewater Facilities in compliance with, all of the covenants of the Authority relating to the "Enterprise," set forth in Article V of the Indenture.

d. Each Participant shall have the right to (1) maintain connections between such Participant's System and the Regional Wastewater Facilities at all locations existing as of the date first above written, and (2) establish new connections to the Regional Wastewater Facilities as needed, subject to the City's prior written approval of the location of such connection, which approval shall not be unreasonably withheld.

3. Charges for Regional Operation and Maintenance Costs.

a. Each Participant's responsibility for Regional Operation and Maintenance Costs shall be based upon its Proportional Volumetric Share. The apportionment of the costs of administration of the Industrial Pretreatment Program for non-permitted Users shall be equitably allocated by future agreement among the Participants.

b. During the month of June of each year, the City shall provide each Participant with an estimate of the Regional Operation and Maintenance Costs for the following Fiscal Year. Thereafter, the City shall bill the District and the County quarterly, in advance, for their respective shares of the estimated Regional Operation and Maintenance Costs, which shares shall be in proportion to the Proportional Volumetric Share of each, as measured during the immediately preceding Fiscal Year.

c. (1) Within one hundred eighty (180) days after the close of each Fiscal Year, the City shall submit to each Participant a detailed statement of actual Regional Operation and Maintenance Costs, and the actual Proportional Volumetric Share of each Participant, for the Fiscal Year then ended. If the amount advanced for estimated Regional Operation and Maintenance Costs by any Participant is less than that Participant's share of actual Regional Operation and Maintenance Costs (based on that Participant's actual Proportional Volumetric Share), the City shall include the difference in a subsequent quarterly invoice for payment by that Participant. If the amount advanced for estimated Regional Operation and Maintenance Costs by any Participant is more than that Participant's share of actual Regional Operation and Maintenance Costs (based on that Participant's actual Proportional Volumetric Share), the City shall remit such excess amounts to that Participant, or credit that Participant's account, at the City's election.

(2) Each Participant may, at its sole cost and expense, inspect and/or audit the City's books and records concerning Regional Operation and Maintenance Costs, and the City shall cooperate reasonably with any such inspection and/or audit.

d. Each Participant shall pay Regional Operation and Maintenance Costs within sixty (60) days after receipt of City's invoice therefor. Interest shall accrue on any delinquent amounts at the rate of return paid by the Local Agency Investment Fund plus one percent (1%), commencing one hundred eighty (180) days after receipt of the City's invoice.

4. Inflow and Infiltration; Maintenance of Participant Systems.

a. Inflow and Infiltration Requirement. The maximum allowable amount of I&I on any given day for any Participant shall be 2.5 times the Average Dry Weather Flow of that Participant.

b. Participant System Evaluation. The Participants shall evaluate their respective Participant Systems periodically for I&I to determine those areas that need specific attention or repair. Participant System analysis may be accomplished by any reasonably effective method, including, without limitation, smoke testing, system flow monitoring and videotaping.

c. Long Term Participant System Rehabilitation and Maintenance. Once the Participant Systems have been evaluated, and areas needing improvement have been identified, each Participant shall develop a Participant System rehabilitation program that will lower the amount of maximum daily I&I for that Participant to below 2.5 times that Participant's Average Dry Weather Flow.

d. Construction Specifications. The Participants shall meet and develop region-wide wastewater construction specifications to ensure that all new wastewater infrastructure is constructed to stringent standards that will reduce I&I, as required herein. Pressure testing of transmission mains and vacuum testing of manholes are a minimum requirement that must be contained in the specifications of any construction contracts let by the Participants with respect to Participant Systems and/or Regional Wastewater Facilities.

5. **Backup Power and Wet Well Capacity.** Each Participant shall install and maintain adequate backup power sources, and/or wet well capacity, at all pump stations to prevent overflow during power outages and pump failures.

6. **High Water Alarms.** Each Participant shall install and maintain functional high water alarm and notification systems at each pump station.

7. **Unauthorized Wastewater Discharges.** Each Participant shall report any unauthorized discharges of wastewater to the Regional Water Quality Board within one (1) business day after the discovery of such discharge.

8. **Flow Monitoring Equipment.** Each Participant shall, at its sole cost, maintain flow monitoring equipment at each major connection point between such Participant's System and the Regional Wastewater Facilities. Such equipment shall be capable of measuring peak wet weather flows as well as dry weather flows, and ultimate as well as interim flows, and data therefrom shall be telemetered to the Dry Creek Plant. Flow estimates may be used for smaller connection points, provided all Participants agree on the methodology used to estimate the flow. Otherwise, the applicable Participant shall install portable flow monitoring equipment semi-annually for two one-week periods, once during the wet season (January 1st through March 31st) and once during the dry season (July 1st through September 30th).

9. **Ordinance Modification; Compliance with Discharge Permits.**

a. The Participants shall adopt all applicable provisions of ordinances, statutes, rules and regulations, established by the City, regulating the use of, and discharge of waters and wastes into, the Regional Wastewater Facilities, including all applicable provisions of Roseville Municipal Code Chapters 14.12, 14.16, 14.26, and all later applicable amendments thereto, within ninety (90) days after receipt of the City's written request therefor. The Participants shall, on or before December 1, 2000, meet and determine the applicability of provisions of the foregoing City ordinances, statutes, rules and regulations, and shall thereafter adopt the same in accordance with this Agreement. The City will notify the other Participants of any proposed changes to such ordinances, statutes, rules and regulations, and invite the other Participants to participate in the formulation and drafting of any such changes to be adopted by the City which are applicable to the use of, and discharge of waters and wastes into, the Regional Wastewater Facilities, and are to be adopted by the Participants. In addition, the Participants shall meet and evaluate existing ordinances to (1) incorporate provisions enforcing I&I reductions, and (2) ensure uniform methods of categorizing and calculating the Regional Connection Fee.

b. Each Participant shall operate and maintain its Participant System in compliance with the requirements of the Discharge Permits and other applicable laws and regulations, and shall reasonably agree to amend this Agreement from time to time as necessary to comply with the requirements of the Discharge Permits or other applicable laws and regulations. Each Participant shall cooperate with, and assist, the other Participants, as reasonably necessary to comply with the Discharge Permits, including, without limitation, making its Participant System available for any studies and inspections required by the Discharge Permits.

10. **Industrial Pretreatment Program.** The Agreement for Industrial Waste Pretreatment Program, made by and among the Participants effective August 19, 1988, a copy of which is attached hereto as Exhibit D, is hereby incorporated into this Agreement as if set forth in full.

11. **Tax Exemption.** No Participant shall levy any tax or assessment, or any similar charge, on any real or personal property, or interest therein, that lies within such Participant's jurisdictional boundaries and is part of the Regional Wastewater Facilities, or another Participant's System.

12. **Major Dischargers.** For the purpose of assuring the availability of adequate regional wastewater treatment capacity, when the Regional Wastewater Facilities have reached seventy-five percent (75%) of their treatment capacity, no Participant shall permit, or agree to permit, any commercial or industrial applicant or entity whose Average Dry Weather Flow discharge during the useful life of the applicant's project is estimated to be Four Hundred Thousand (400,000) gallons per day or greater, to connect to that Participant's System, or otherwise provide wastewater treatment service, without first obtaining the written consent of the Authority and a majority of the Participants. Such consent shall not unreasonably be withheld. Permission to

connect is deemed to occur at the time a Participant gives an applicant a notice of willingness to serve, or otherwise authorizes an applicant to connect to that Participant's System, whether this occurs at the issuance of a construction permit, or the collection of the Regional Connection Fee, or prior thereto. The City shall promptly provide written notification to the Authority, the District, and the County, when the Regional Wastewater Facilities have reached seventy-five percent (75%) of capacity.

13. Moratorium. At such time as insufficient capacity remains in the Regional Wastewater Facilities to treat additional flows, the Authority shall impose a moratorium on additional connections, pending the expansion of treatment capacity. Any moratorium necessitated by an exhaustion of treatment capacity shall apply equally and simultaneously to all Participants.

14. City/County Provisions. The following provisions bind, and inure to the benefit of, the City and the County only:

a. Linda Creek Raw Water Bypass. The City shall provide a maximum of 0.8 cfs of supplemental flow to Linda Creek to replace discharge from the abandoned County SMD #2 wastewater treatment plant, provided that the County shall reimburse the City for the cost of such water, including wheeling, metering, and maintenance costs. Supplemental flow shall consist of a raw water bypass at the City's water treatment plant on Barton Road. The City reserves the right to temporarily discontinue the raw water bypass during any period that stage three (or higher) drought restrictions are in effect pursuant to Roseville Municipal Code Chapter 14.09. The City shall bill the County quarterly for supplemental water costs, with payment due within sixty (60) days after any billing.

b. Dry Creek - West Placer Community Plan Area Wastewater Facilities.

(1) The County shall cause to be constructed within the Community Plan Area such Participant System facilities as are appropriate to provide wastewater service, and shall operate and maintain said facilities.

(2) Wastewater shall be received at the Dry Creek Plant by force main. The County's Participant System for the Community Plan Area shall connect to the Dry Creek Plant at the headworks facility located at the northeast portion of the Dry Creek Plant site. Prior to the connection of Sabre City to the Regional Wastewater Facilities, all Regional Connection Fees shall be paid for Sabre City units. Cost of any modifications to the treatment facilities shall be borne by the County. Design of these facilities will require approval by the City prior to bid of the project.

c. Reclaimed Water.

(1) The use of reclaimed water is encouraged in all areas and is subject to the availability of the reclaimed water distribution system. The County shall prepare, or cause to be prepared, the engineer's report required for areas utilizing reclaimed water. The engineer's report shall be submitted to the City concurrently with its submission to the California Department of Health Services and the Regional Water Quality Board for review and approval by the City and the Regional Water Quality Board. No reclaimed water will be supplied until said engineer's report has been so approved and a reclamation use permit has been issued by the City.

(2) The County agrees to participate in paying connection fees, if any, and monthly user or use charges for reclaimed water which may be established by the City in the future, and to install such meters as may be necessary for this purpose.

(3) The County shall adopt the City's design criteria and construction standards for reclaimed water facilities, as the same may be amended from time to time. The County shall adopt the City's rules and regulations (operational requirements) for reclaimed water use, as the same may be amended from time to time.

(4) The County shall not sell any excess reclaimed water.

(5) Reclaimed water will not be delivered to the County on demand, but will be delivered continuously over periods of not less than twenty-four (24) hours. The County shall receive the reclaimed water on an as-used basis. Discharge of Dry Creek Plant effluent to Dry Creek is the City's sole responsibility and shall be covered under its Discharge Permits.

(6) The County shall cause a reclaimed water line to be constructed from the Dry Creek Plant along Dry Creek to Watt Avenue within the Community Plan Area. Said line shall be a twenty-four inch (24") line constructed in two phases. Phase one shall be constructed as part of Placer County Community Facilities District No. 93-1 ("CFD #93-1"), and phase two shall be constructed by future development west of Wallerga Road. The reclaimed water line shall supply reclaimed water to users initially in CFD #93-1, as shown on Exhibit "C," and, ultimately, to all users within the Community Plan Area east of Watt Avenue, as permitted and/or approved by the City and County. The City shall own, operate and maintain said line. Plans for construction shall be reviewed and approved by the City and must meet City's reclaim design specifications. Individual projects inside the Community Plan Area shall own, operate and maintain their own systems starting at their connection to the City's line. The County shall be responsible for compliance with all federal, state, and local, requirements pertaining to reclaimed water distribution and use.

(7) The County and the City shall negotiate and execute a detailed reclaimed water operations agreement covering various topics, including, without limitation, quality of water, cost, operational criteria, and rights and responsibilities prior to the provision of reclaimed water. In addition to the foregoing, the agreement shall provide that (A) the City shall perform construction inspections of all reclaimed water facilities, (B) the City shall perform quarterly operations inspections for all reclaimed water facilities, and (C) the City shall perform cross-connection testing on an annual basis. The cost of such inspections and testing shall be paid for by the County, as determined by such agreement.

(8) The Dry Creek Plant connection will provide for the delivery of chlorinated or de-chlorinated water to said reclaim line. The delivery facilities shall have the associated valves and metering equipment necessary to monitor and control the discharge.

(9) If reclaimed water users outside CFD #93-1 of the Community Plan Area connect to said line, the City shall use its best efforts to require the users to reimburse the County. The County requires a 12-inch line for reclaimed water usage in the Community Plan Area. The remaining line capacity cost shall be based on associated costs (construction costs and engineering costs) attributable to the excess capacity and distributed on a pro-rata basis.

(10) The County shall be responsible for obtaining State and/or County permits to use the reclaimed water within the Community Plan Area.

d. Sabre City Plant.

(1) The County may cause the existing Sabre City Wastewater Treatment Plant (the "Sabre City Plant") within the Community Plan Area to be connected to the County's Participant System. If the Sabre City Plant is so connected, new connections to the Sabre City wastewater system will be limited to those within the County, unless otherwise agreed to by the City. The County shall pay the Regional Connection Fee for each unit connected.

(2) The County shall obtain all permits required for removing the Sabre City Plant from service.

(3) The County shall deed to the City a site on the grounds of the Sabre City Plant for the construction and operation of de-chlorination facilities. The specific location and dimensions of said site shall be subject to the reasonable agreement of the County and the City.

15. Indemnity. Each Participant (the "Indemnitor") agrees to hold harmless, defend and indemnify the other Participants, their officers, agents and employees, from and against any and all liabilities, claims, or damages of any nature, including, without limitation, personal injury, including death, or property damage, resulting from the negligent actions or inaction of the

Indemnitor, its officers, agents, or employees, under the terms of this Agreement, including, without limitation, accidental wastewater discharges.

16. **Term and Termination.** This Agreement shall be effective as of the date first above written and shall remain in effect (a) for the full useful life of any and all Regional Wastewater Facilities, or (b) until such time as no Bonds remain outstanding, whichever is later. The expiration or sooner termination of the JPA Agreement shall not cause this Agreement to expire or terminate.

17. **Amendments.** This Agreement may be amended only by the unanimous written agreement of the Participants. So long as any Bonds are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of said Bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded (1) in any manner that will have a material adverse effect on the payment of Debt Service, or (2) in any manner that would result in a reduction in the credit ratings on any and all Bonds, or (3) in any manner that would limit or reduce the obligations of the Participants to make, in the aggregate, the payments hereunder which are for the benefit of the owners of Bonds.

18. **Rights of Participants and Third Parties.** The Trustee, and Authority's credit enhancement provider, if any, shall have the right, as third-party beneficiaries of this Agreement, to initiate and maintain legal proceedings to enforce this Agreement to the extent provided for in the applicable Bond Documents. Except as provided in the foregoing sentence, nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the parties hereto and their respective permitted successors and assigns. If an Event of Default occurs hereunder, the parties hereto, the Trustee, and Authority's credit enhancement provider, if any, shall have the right to take whatever action it, or they, deem(s) necessary or advisable to ensure that such defaulting party complies with the provisions hereof, including, without limitation, bringing an action in law or in equity. In any action brought by any party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

19. **Notices.** Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

SOUTH PLACER WASTEWATER
AUTHORITY
2005 Hilltop Circle
Roseville, CA 95747

Attention: Art O'Brien

with a copy to:
Authority's General Counsel
Hyde, Miller, Owen & Trost
428 J Street, Suite 400
Sacramento, CA 95814
Attention: Kirk E. Trost

CITY OF ROSEVILLE
Environmental Utilities Dept.
2005 Hilltop Circle
Roseville, CA 95747
Attention: Derrick Whitehead
Environmental Utilities Director

with a copy to:
Roseville City Attorney
311 Vernon Street, Suite 202
Roseville, CA 95678
Attention: Mark Doane

Finance Department
311 Vernon Street, Room 206
Roseville, CA 95678
Attention: Russ Branson,
Finance Director

SOUTH PLACER MUNICIPAL
UTILITY DISTRICT
P.O. Box 45
3671 Taylor Road
Loomis, CA 95650

Attention: Jerry Loscalzo
General Manager

with a copy to:
District's General Counsel
O'Brien & Brown LLP
2339 Gold Meadow Way, Suite 230
Gold River, CA 95670
Attention: Adam Brown

COUNTY OF PLACER
Department of Facilities Services
Special Districts Divisions
11476 "C" Avenue
Auburn, CA 95603
Attention: Tom Miller,
Director

with a copy to:
Placer County Counsel
175 Fulweiler Avenue
Auburn, CA 95603
Attention: Scott Finley

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other parties.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the South Placer Wastewater Authority, the City of Roseville, the South Placer Municipal Utility District and the County of Placer have each caused their duly authorized officers to execute this Agreement effective as of the date first written above.

SOUTH PLACER WASTEWATER AUTHORITY

BY: _____
Chairperson, Board of Directors

ATTEST:

BY: _____
Secretary, Board of Directors

APPROVED AS TO LEGAL FORM:

BY: _____
Authority's General Counsel

CITY OF ROSEVILLE

BY: _____

Allen E. Johnson
City Manager

ATTEST:

BY: _____

Carolyn Parkinson
City Clerk

APPROVED AS TO FORM:

BY: _____

Mark J. Doane
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Derrick Whitehead
Environmental Utilities Director

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

BY: _____
Frances E. Scheible
President, Board of Directors

APPROVED AS TO FORM:

BY: _____
William T. Sweigert
District Counsel

ATTEST:

BY: _____
Carol Bean
Secretary to the Board of Directors

COUNTY OF PLACER

BY: _____
Harriet White
Chairman, Board of Supervisors

APPROVED AS TO FORM:

BY: _____
Anthony J. LaBouff
County Counsel

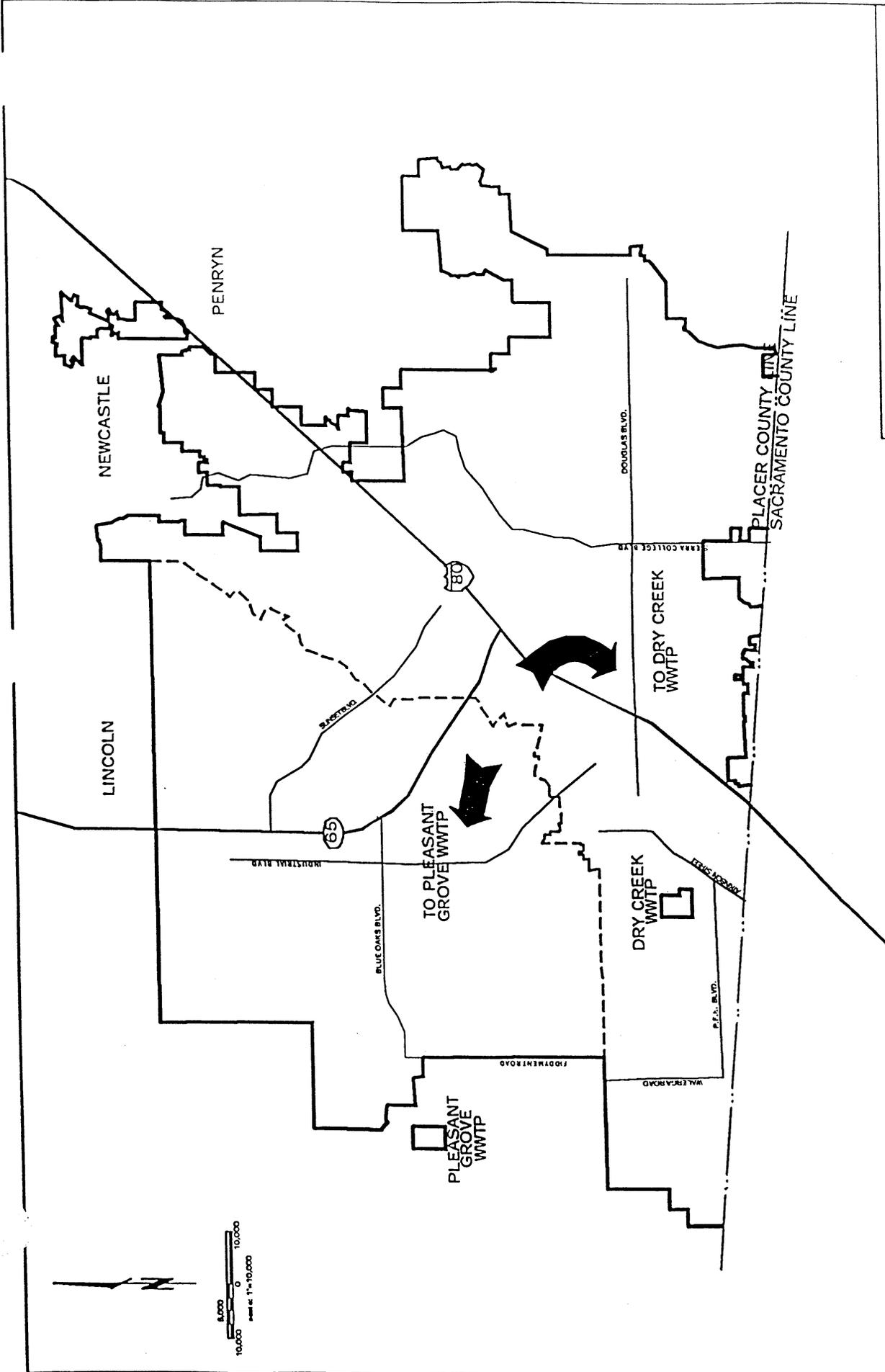
ATTEST:

BY: _____
Antoinette Sharpe
Clerk, Board of Supervisors

EXHIBIT A

Service Area

EXHIBIT A



South Placer Wastewater Treatment Authority Service Area

BROWN AND CALDWELL

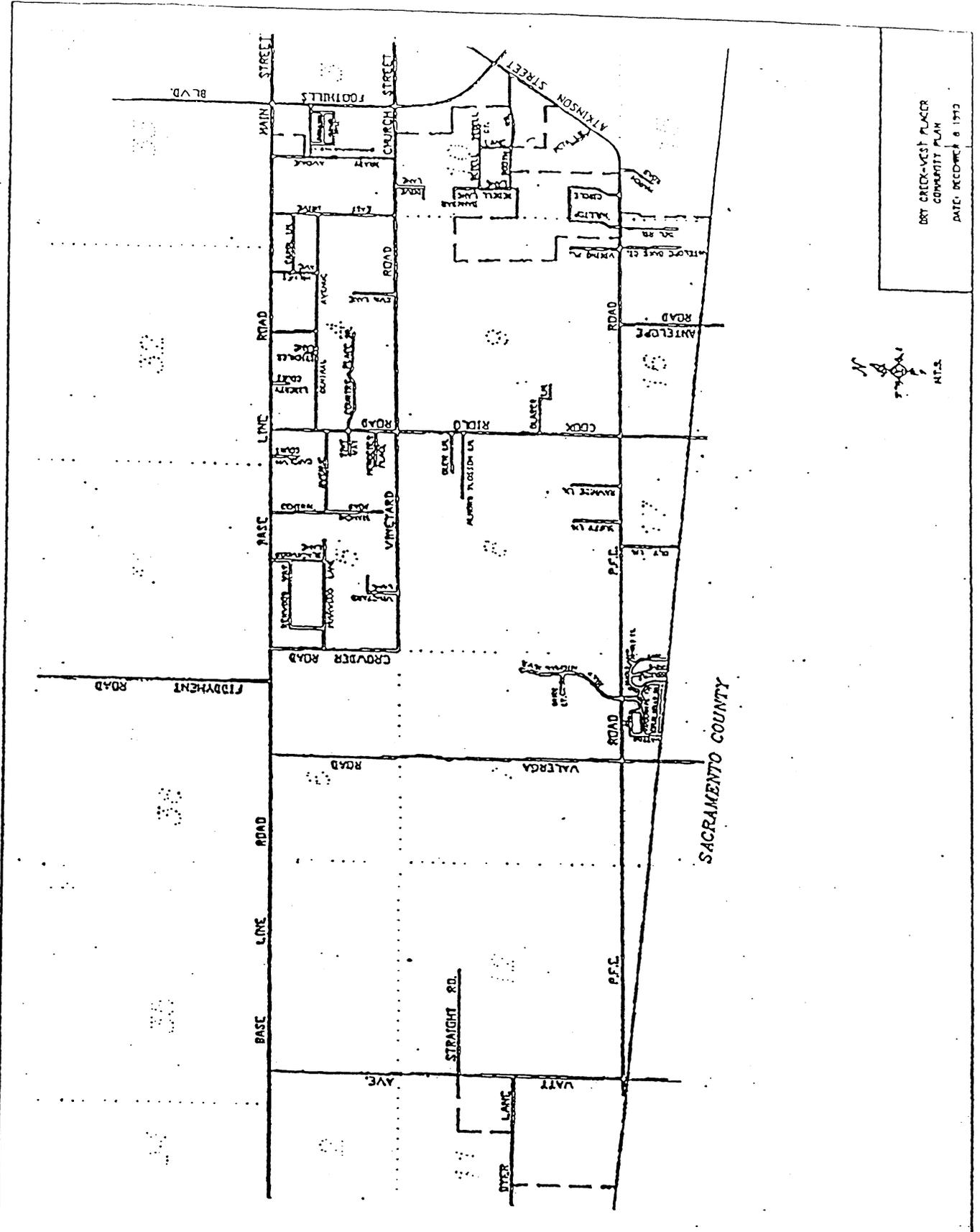
DATE: 8-14-00
PROJECT: 18218

FIGURE: 1-1

EXHIBIT B

Dry Creek - West Placer Community Plan Area

EXHIBIT B



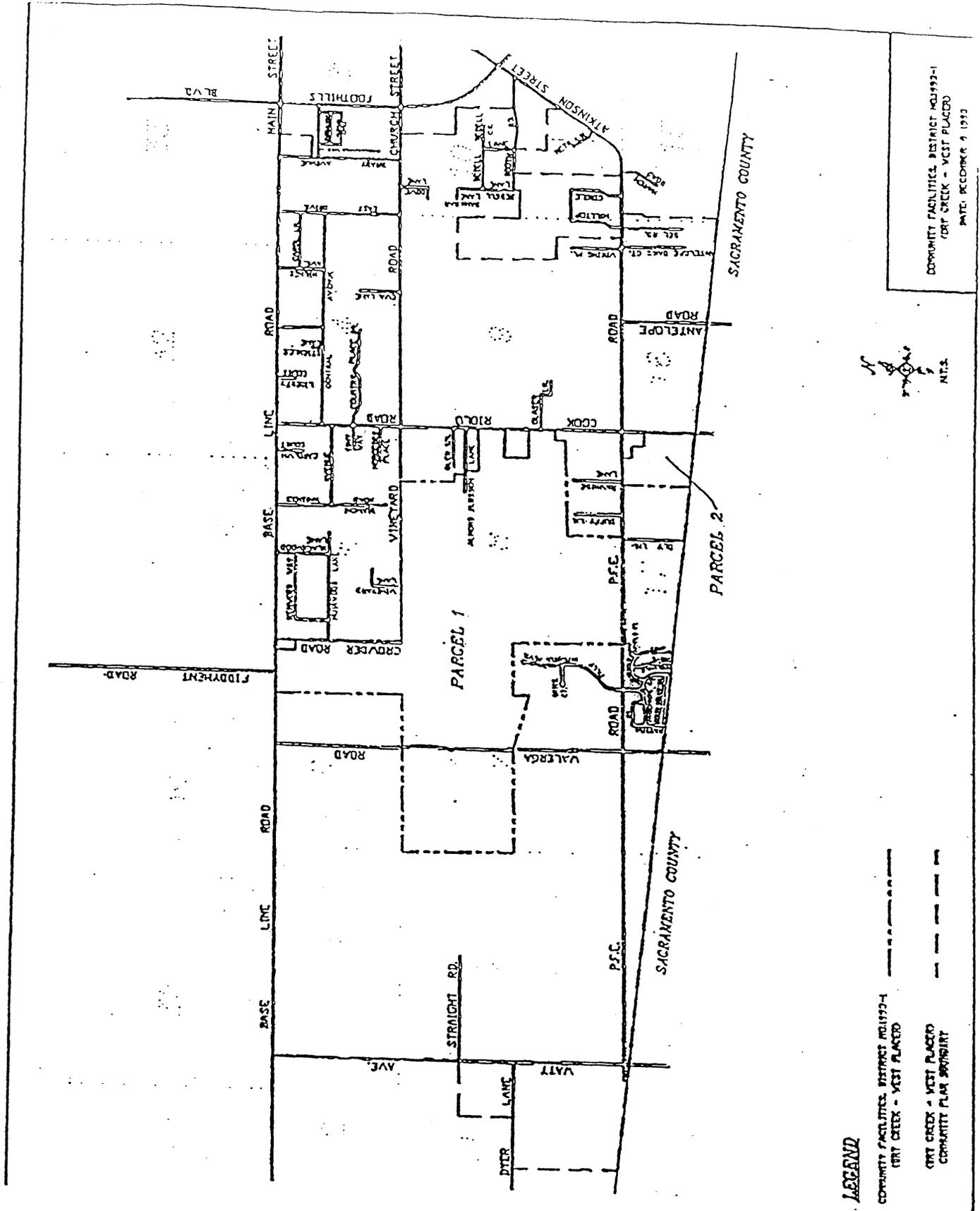
DRY CREEK-VEST PLACER
COMMUNITY PLAN
DATE: DECEMBER 8, 1973



EXHIBIT C

CFD #93-1

EXHIBIT C



LEGEND

COMMUNITY FACILITIES DISTRICT NO.1993-1
 CITY CREEK - WEST PLACED

CITY CREEK - WEST PLACED
 COMMUNITY PLAN SUBDIVISION

COMMUNITY FACILITIES DISTRICT NO.1993-1
 CITY CREEK - WEST PLACED
 DATE: DECEMBER 9, 1993

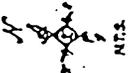


EXHIBIT D

Agreement for Industrial Waste Pretreatment Program

RECEIVED
OCT 21 1988
S.P.M.U.D.

FILED

AUG 26 1988

AGREEMENT FOR INDUSTRIAL WASTE
PRETREATMENT PROGRAM

CITY OF ROSEVILLE
BY dlm

This Agreement is made this 19th day of August,
1988, by and between the City of Roseville, a municipal
corporation ("CITY"), Placer County ("COUNTY"), and South Placer
Municipal Utility District ("DISTRICT"), and

W I T N E S S E T H:

WHEREAS, the City is responsible for operation and
maintenance of a Regional Wastewater Treatment Plant, and

WHEREAS, domestic and industrial waste waters from outside
the jurisdiction of the City are treated in the Regional
Wastewater Treatment Plant, and

WHEREAS, an Industrial Wastewater Pretreatment Program in
compliance with Title 40, Code of Federal Regulations, Part 403,
is required to monitor and control industrial wastewater at the
point of waste generation, and

WHEREAS, the City has developed and implemented an
Industrial Wastewater Program, and

WHEREAS, the County and District desire to adopt and
participate in the City's Industrial Wastewater Program, and

WHEREAS, the County and District desire to delegate
administration and enforcement of the Industrial Wastewater
Program to the City.

11
109

NOW, THEREFORE, the Parties agree as follows:

Article I: Industrial Waste Ordinance

The Parties agree that the City's Industrial Wastewater Ordinance, Roseville Municipal Code Chapter 14.26 (hereinafter referred to as the Ordinance), and any and all future amendments, shall apply to all generators of industrial wastewater that discharge such waste to the Roseville Regional Wastewater Treatment Plant. The County and the District shall within sixty (60) days from the date of this agreement amend their ordinances and regulations to adopt the Ordinance.

Article II. Enforcement

The Parties agree that the City of Roseville shall have enforcement authority over any and all users, as defined in the Ordinance, that discharge waste to the Roseville Regional Wastewater Treatment Plant (RWTP) and that the County and District shall amend their ordinances and regulations to expressly grant the City such enforcement authority.

Article III: Administration

The Parties agree that the City shall administer the Industrial Wastewater Program in accordance with the Ordinance.

Article IV: Funding

The Parties agree that the City shall have the authority to collect fees, charges, and all costs of implementing and enforcing the program from users in accordance with the Ordinance.

Article V: Notification

The Parties agree that the City shall be notified of any potential industrial waste generator whose industrial waste will be discharged to the Roseville Regional Wastewater Treatment Plant as a result of new development or expansion of existing facilities, at the earliest possible time. In the case of County, such notification shall be made prior to the granting of a tentative map, parcel map, or use permit whichever is sooner. In the case of District, such notification shall be made immediately after District receives a request for service from a potential industrial waste generator or a request for expansion of existing facilities by a potential industrial waste generator.

Article VI: Hold Harmless

County and/or District shall defend, indemnify and hold harmless City, its officers, agents, and employees from liability of claims for damage of any nature, including but not limited to personal injury, including death, or property damage, which may arise from or be connected with the direct or indirect operations, inaction or action of the City or its contractors, subcontractors,

agents or employees arising out of or connected with this Agreement.

Article VII: Integration

This instrument constitutes the sole and only agreement of the parties hereto relating to the industrial waste pretreatment program and correctly sets forth the rights, duties and obligations of each to the other as of its date.

Article VIII: Attorney's Fees

If legal action by any party is brought against another for breach of this Agreement or to compel performance of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the City of Roseville a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 88-20 adopted by the Council of the City of Roseville on the 17th day of August, 1988, and COUNTY and DISTRICT have caused this agreement to be executed.

CITY OF ROSEVILLE, a

municipal corporation

By: Robert G. Hutchison

ROBERT G. HUTCHISON,

PLACER COUNTY

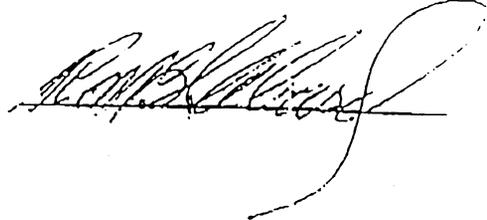
By: Robert P. Mahan

ROBERT P. MAHAN, CHAIRMAN

City Manager

SOUTH PLACER MUNICIPAL
UTILITY DISTRICT

ATTEST:

By: 

Helen Florance
HELEN FLORANCE, City Clerk

APPROVED AS TO FORM:


MICHAEL F. DEAN, City Attorney

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Sacramento
Constance L. Pavlik
DEPUTY CLERK