

APPENDIX “E”

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

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

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

Dated October 1, 2012

TABLE OF CONTENTS

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

18. Rights of Participants and Third Parties.11

19. Notices.11

20. Counterparts.12

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

THIS AMENDED AND RESTATED 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, 2012, 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 Amended and Restated Funding Agreement Relating to the South Placer Regional Wastewater Facilities (the "**Funding Agreement**"); and
- C. WHEREAS, effective October 1, 2000, the parties hereto entered into the first Agreement regarding the Operation and Use of the South Placer Wastewater Facilities (the "**Original Operations Agreement**"), which Original Operations Agreement provided for (1) the operation and maintenance of Regional Wastewater Facilities, and (2) the ongoing funding necessary for the foregoing.
- D. WHEREAS, the parties hereto desire to amend and restate the Original Operations Agreement to (i) conform the provisions of this Agreement to the provisions of the Funding Agreement, (ii) include the additional wastewater treatment service areas added by the District and the City, and (iii) modify the procedures to govern future changes to the service areas. The parties intend that this Agreement shall supersede and replace the Original Operations Agreement, and that this Agreement, the JPA Agreement and the Funding Agreement, shall supersede and replace the Other Superseded Agreements (defined below), except for Sections 5 through 13 of the Settlement Agreement (defined below).

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. **Definitions.** Words and phrases used in this Agreement shall have the following meanings. 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 definitions are set forth in **Exhibit E**, which Exhibit will automatically be deemed to have been amended upon any future amendments to the Funding Agreement.

2011 Bonds is defined in the Funding Agreement.

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 is defined in the Funding Agreement.

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 June 12, 2008 (RS-2008-0079, expires June 13, 2013), for the Pleasant Grove Plant (Order No. CA0084573), and (b) on June 12, 2008 (RS-2008-0077, expires June 13, 2013), for the Dry Creek Plant (Order No. CA0079502), and any amendments thereto.

Dry Creek Plant is defined in the Funding Agreement.

Event of Default is defined in the Funding Agreement.

Fiscal Year is defined in the Funding Agreement.

Funding Agreement is defined in Recital B.

Indenture is defined in the Funding Agreement.

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.

Other Superseded Agreements is defined in the Funding Agreement.

Parity Bonds is defined in the Funding Agreement.

Parity Bonds Instrument is defined in the Funding Agreement.

Participant is defined in the Funding Agreement.

Participant System or Participant's System is defined in the Funding Agreement.

Pleasant Grove Plant is defined in the Funding Agreement.

Proportional Volumetric Share is defined in the Funding Agreement.

Regional Connection Fees is defined in the Funding Agreement.

Regional Operation and Maintenance Costs is defined in the Funding Agreement

Regional Wastewater Facilities is defined in the Funding Agreement.

Related Regional Infrastructure is defined in the Funding Agreement.

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

Trustee is defined in the Funding Agreement.

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, the "Current Service Area" depicted on **Exhibit "A,"** attached hereto and incorporated herein, which area is 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. Following completion of the Dry Creek Shed Study and adoption of the corresponding environmental approvals, the areas studied in the Dry Creek Shed Study will be included in the wastewater treatment service area for Regional Wastewater Facilities and **Exhibit "A"** will automatically be amended to include those areas. Future additions to the wastewater treatment service area boundaries may be made by any Participant, subject to Section 2.c, below. Upon any such change in the service area boundaries, **Exhibit "A"** will automatically be amended to reflect the change.

b. 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.

c. 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.

The methodology currently used to estimate flows from the County is attached hereto as **Exhibit F** for reference. 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. The City and the County agree that, notwithstanding the transfer of reclaimed water facilities to the City, the provisions of this Section 14.c shall remain

operative with respect to projects approved by the County prior to the date of this Agreement. As soon as practicable following the date of this Agreement, the City and County shall in good faith negotiate an agreement for reclaimed water operations in accordance with Subsection 14.c(7), below. Such agreement, when executed and delivered, shall supersede the provisions of this Section 14.c.

(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, unless the Participants have first complied with the procedures required to amend the indenture for said 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 Cir.
Roseville, CA 95747
Attention: Executive Director

With a copy to:
Authority's General Counsel
Miller & Owen
428 J St., Suite 400
Sacramento, CA 95814
Attention: Paul J. Chrisman

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 party may amend its address for notice by notifying the other parties.

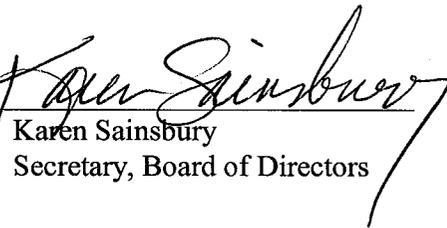
20. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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: 
Derrick Whitehead
Executive Director

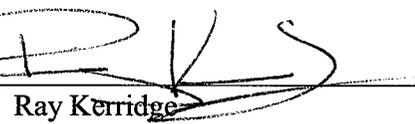
ATTEST:

BY: 
Karen Sainsbury
Secretary, Board of Directors

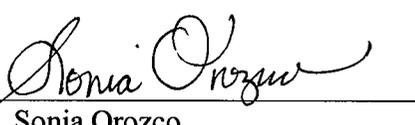
APPROVED AS TO LEGAL FORM:

BY: 
Paul J Chrisman
Authority's General Counsel

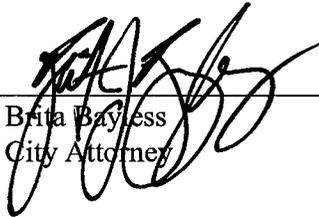
CITY OF ROSEVILLE

BY: 
Ray Kerridge
City Manager

ATTEST:

BY: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

BY: 
Brita 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

APPROVED AS TO FORM:

BY: _____
Brita Bayless
City Attorney

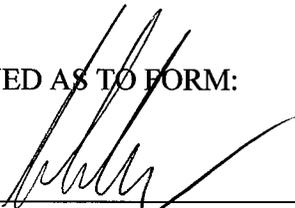
APPROVED AS TO SUBSTANCE:

BY: _____
Derrick Whitehead
Environmental Utilities Director

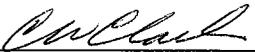
SOUTH PLACER MUNICIPAL UTILITY DISTRICT

BY: 
Charley Clark
General Manager

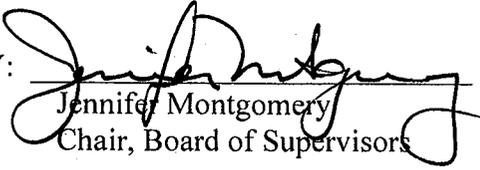
APPROVED AS TO FORM:

BY: 
Adam Brown
District Counsel

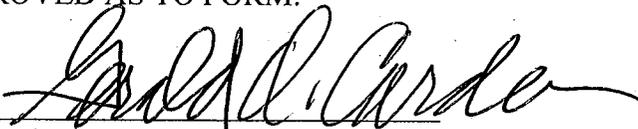
ATTEST:

BY: 
Charley Clark
Secretary to the Board of Directors

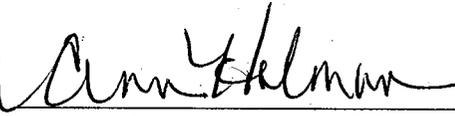
COUNTY OF PLACER

BY: 
Jennifer Montgomery
Chair, Board of Supervisors

APPROVED AS TO FORM:

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

ATTEST:

BY: 
Anne Holman
Clerk, Board of Supervisors

COUNTY OF PLACER

BY: _____
Jennifer Montgomery
Chair, Board of Supervisors

APPROVED AS TO FORM:

BY: _____
Anthony J. LaBouff
County Counsel

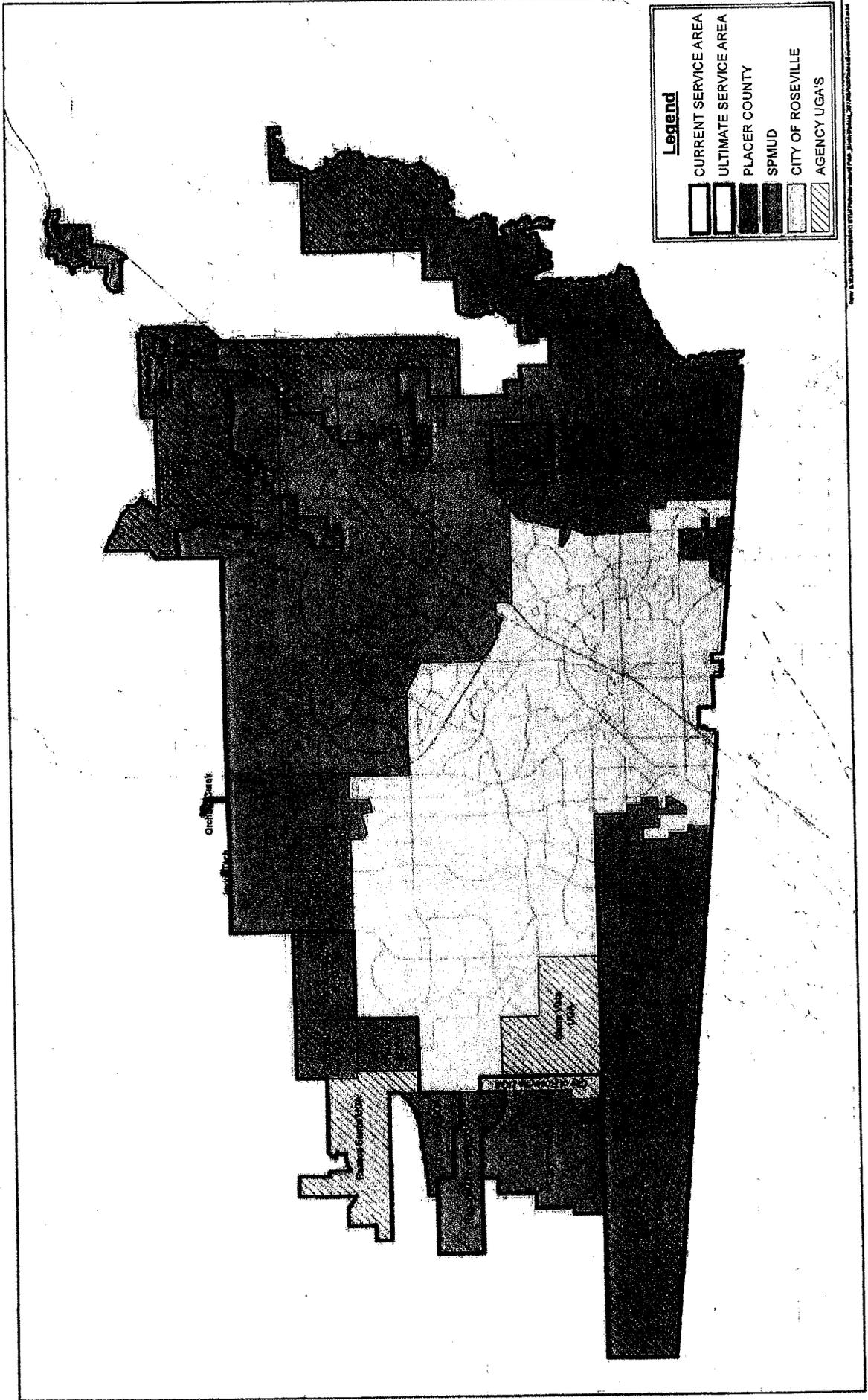
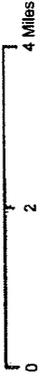
ATTEST:

BY: _____
Anne Holman
Clerk, Board of Supervisors

EXHIBIT A

Service Area

SPWA Partner Agencies, 2012 Service Area & Ultimate Service Area Boundary



Legend

- CURRENT SERVICE AREA
- ULTIMATE SERVICE AREA
- PLACER COUNTY
- SPMUD
- CITY OF ROSEVILLE
- AGENCY UGA'S

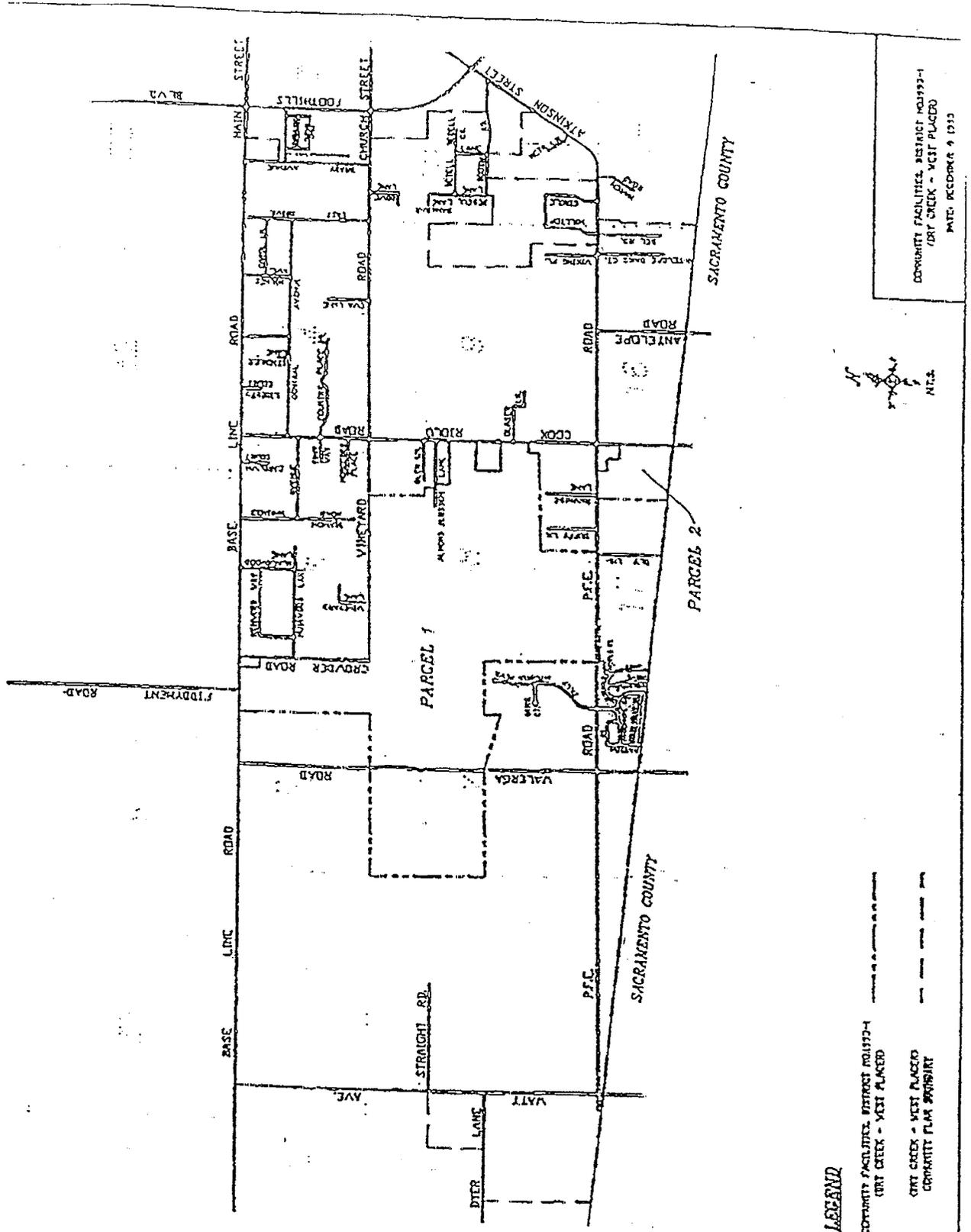
EXHIBIT B

Dry Creek - West Placer Community Plan Area

EXHIBIT C

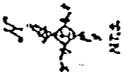
CFD #93-1

EXHIBIT C



LEGEND

- COMMUNITY FACILITIES DISTRICT NO. 1992-1 (DRY CREEK - WEST PLACER)
- WEST PLACER COMMUNITY PLAN AMENDMENT



COMMUNITY FACILITIES DISTRICT NO. 1992-1
 (DRY CREEK - WEST PLACER)
 DATE: DECEMBER 9, 1993

EXHIBIT D

Agreement for Industrial Waste Pretreatment Program

EXHIBIT D

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

FILED

AGREEMENT FOR INDUSTRIAL WASTE
PRETREATMENT PROGRAM

AUG 26 1988
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
709

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

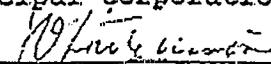
This instrument constitutes the sole and only agreement of the parties hereto relating to the industrial waste pretreatment program and correctly sets forth the rights, duties and obligations of each to the other as of its date.

Article VIII: Attorney's Fees

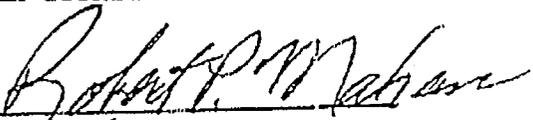
If legal action by any party is brought against another for breach of this Agreement or to compel performance of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

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. 88-201 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,

PLACER COUNTY

By: 
ROBERT P. MAHAN, CHAIRMAN

City Manager

SOUTH PLACER MUNICIPAL
UTILITY DISTRICT

ATTEST:

By:

Helen Florance

HELEN FLORANCE, City Clerk

[Handwritten Signature]

APPROVED AS TO FORM:

[Handwritten Signature]

MICHAEL F. DEAN, City Attorney

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

ATTEST:
[Handwritten Signature]
City Clerk of the City of Newcastle, Oregon
DEPUTY CLERK

EXHIBIT E

Funding Agreement Definitions (as of October 1, 2012)

2011 Bonds means the following Authority bonds issued in 2011: (i) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011A (Variable Rate Demand Bonds); (ii) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011B (Variable Rate Demand Bonds); (iii) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011C; and (iv) South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011D (SIFMA Index Bonds).

Bonds means, collectively, the 2011 Bonds and any Parity Bonds, issued and at any time outstanding under the Indenture or any Parity Bonds Instrument, respectively.

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; 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, collectively and individually, the Wastewater Revenue Bond Indenture, and the First, Second, Third and Fourth Supplemental Wastewater Revenue Bond Indentures, each dated as of April 1, 2011, between the Authority and the Trustee, under which the 2011 Bonds were issued.

Other Superseded Agreements means, collectively, the following agreements between the parties and/or their predecessors: (i) Agreement Relating to the Construction and Operation of a

Regional Sewage Treatment Plant between the City and Rocklin-Loomis Municipal Utility District (the District's predecessor), dated as of July 5, 1973, and amended on October 15, 1975, June 17, 1981, and May 6, 1987 (collectively, the "Dry Creek Agreements"); (ii) 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 between the City and the County, dated January 17, 1996 (the "Roseville/Placer County Agreement"); (iii) 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, between the City and the County, dated May 19, 1998, and a separate agreement between the City and the District bearing the same title and containing substantially the same provisions, dated October 21, 1998 (collectively, the "Preliminary Agreement"); and (iv) the Settlement Agreement among the City, the County and the District, in settlement of the litigation entitled *City of Roseville vs. South Placer Municipal Utility District*, Sacramento County Superior Court Case No. 98AS02099 (the "Settlement Agreement").

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 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.

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. 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, 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, except for 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, 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.

Trustee means the Bank of New York Mellon Trust Company, N.A., which was appointed as Trustee under the Indenture, and any successor thereto. The term "Trustee" shall

also mean trustee(s) under any Parity Bonds Instrument(s), as applicable.

EXHIBIT F

Methodology for Estimating County Flows

**TECHNICAL MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

TO: Art O'Brien, City of Roseville

DATE: February 17, 2009

REVISED: June 26, 2009

FROM: Bill Zimmerman

SUBJECT: Flow Reporting Methodology

At our meeting on January 16, 2009 meeting, we agreed on the methodology by which Placer County sewer volumes entering the City of Roseville treatment system will be estimated for the purposes of billing by the City of Roseville. Figures 1 through 3 (attached) depict areas and meters described in this technical memorandum.

Total Flow

Placer County sewer volumes shall be the sum of the volumes that flow into the City of Roseville from four sewer district areas; Sewer Maintenance District 2, the Sunset Industrial Park District, the Dry Creek District, and the Livoti District. The methods by which flows will be estimated from each of these areas are presented below.

Sewer Maintenance District 2 (SMD-2)

Refer to Figure 1. Sewer volume from SMD-2 shall be determined using the following formula:

SMD-2 volume = (volume from Sierra College Flow Meter) + (volume from Old Auburn Flow Meter) + (volume from PC-1)¹ – (volume from R-1)¹ – (volume from R-2)² + (volume from Roseville PS 26 Flow Meter)

- ¹ PC-1 and R-1 are residential areas. PC-1 and R-1 volume estimations shall be calculated by multiplying the number of EDUs in these areas by 190 gallons per day for the period in question.
- ² R-2 is a commercial area including Safeway. R-2 volumes shall be estimated by the domestic water use in the area. City of Roseville shall report this use quarterly to Placer County.

The number of EDUs from PC-1 is currently 234.5. Placer County will provide the City of Roseville with current EDU numbers from PC-1 annually by January 15th.

The number of EDUs from R-1 is currently 475. The City of Roseville will provide Placer County with current EDU numbers from R-1 annually by January 15th.

Sunset-Whitney (CSA 28, Zone 2-A3)

Refer to Figure 2. Sewer volume from Sunset-Whitney shall be determined using the following formula:

Sunset-Whitney volume = (volume from Cincinnati Flow Meter) + (volume from PC-2)*

- * During calendar year 2009, the 850 gallons/day/acre (overall site acreage) method shall be used for billing purposes. The overall site acreage of PC-2 is estimated at 80.5 acres. At the end of calendar year 2009, the volume from this method shall be compared to the volume obtained from the Temporary PC Flow Meter and a mutual agreement shall be reached at that time to either install a permanent meter or continue to use the 850 gallons/day/acre method.

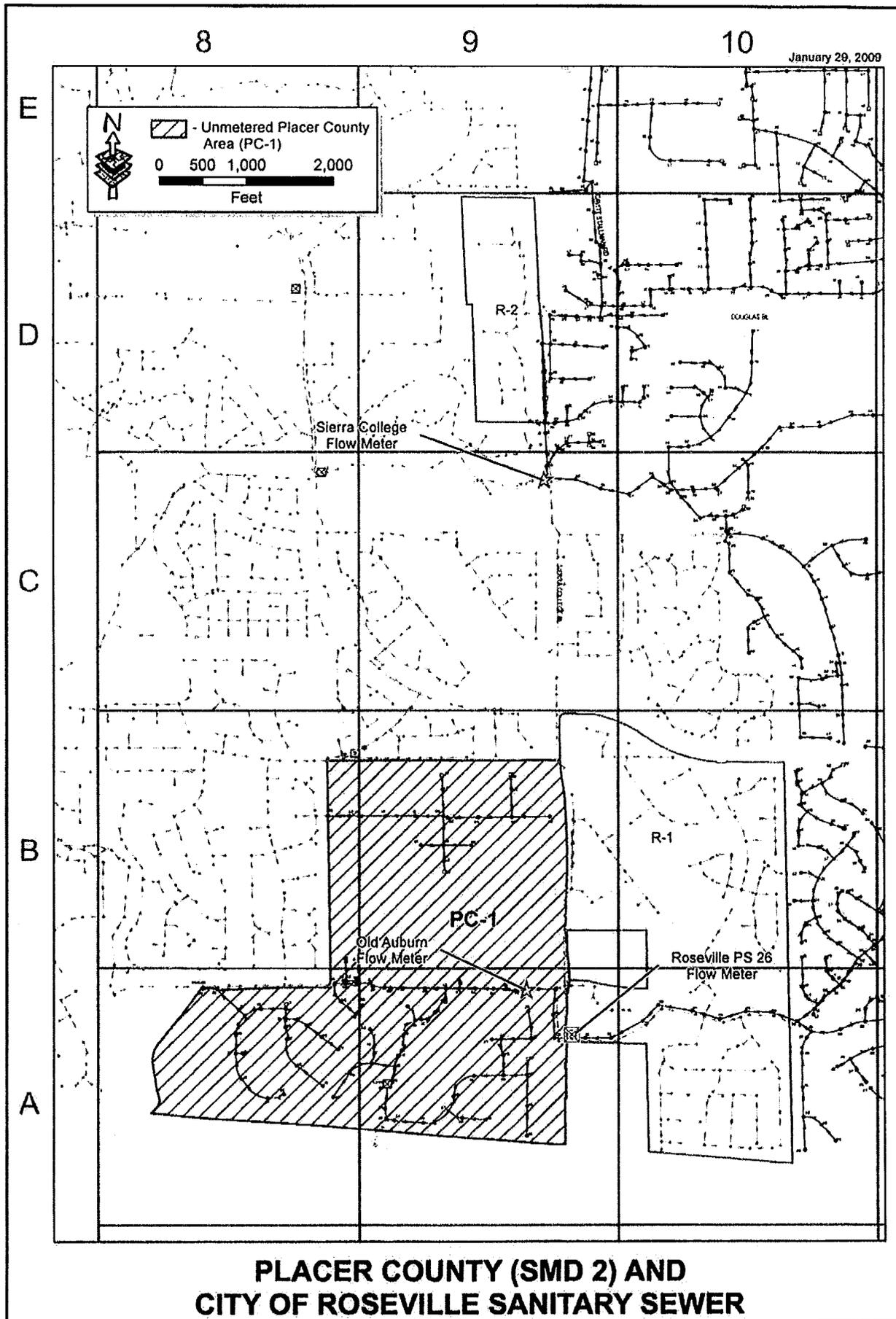
Dry Creek (CSA 28, Zone 173)

Starting June 2009, sewer volumes from the Dry Creek shall be determined by the City of Roseville meter located in a meter vault north of the primary clarifiers at the Dry Creek WWTP.

Livoti (CSA 28, Zone 55)

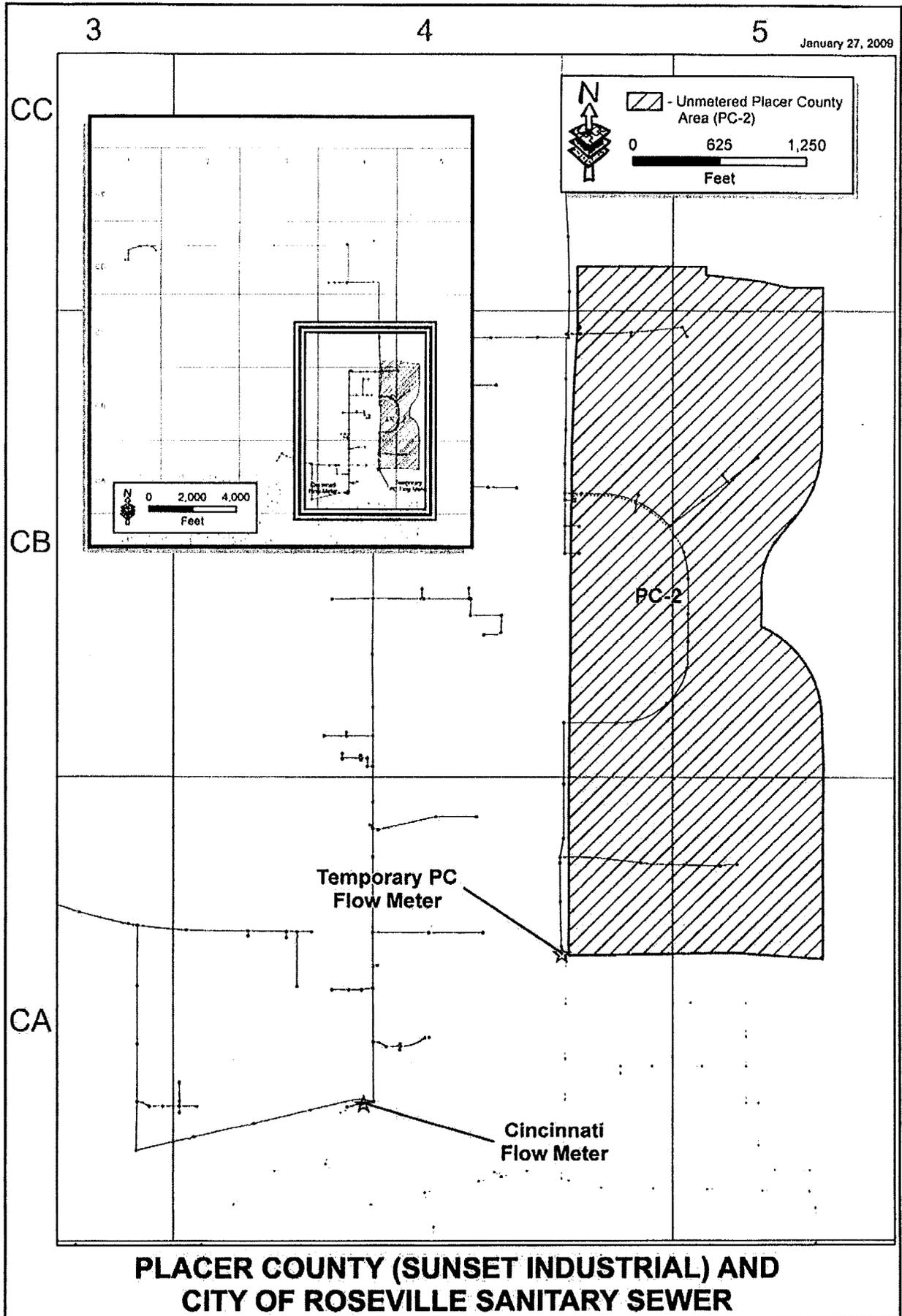
Refer to Figure 3. Sewer volumes from Livoti shall be determined by multiplying the number of EDUs from PC-3 and PC-4 by 190 gallons per day for the period in question.

The number of EDUs from PC-3 and PC-4 is currently 17. This number is subject to change pending development. Placer County will provide the number of EDUs from these areas to the City of Roseville annually by January 15th.



**PLACER COUNTY (SMD 2) AND
CITY OF ROSEVILLE SANITARY SEWER**

Figure 1



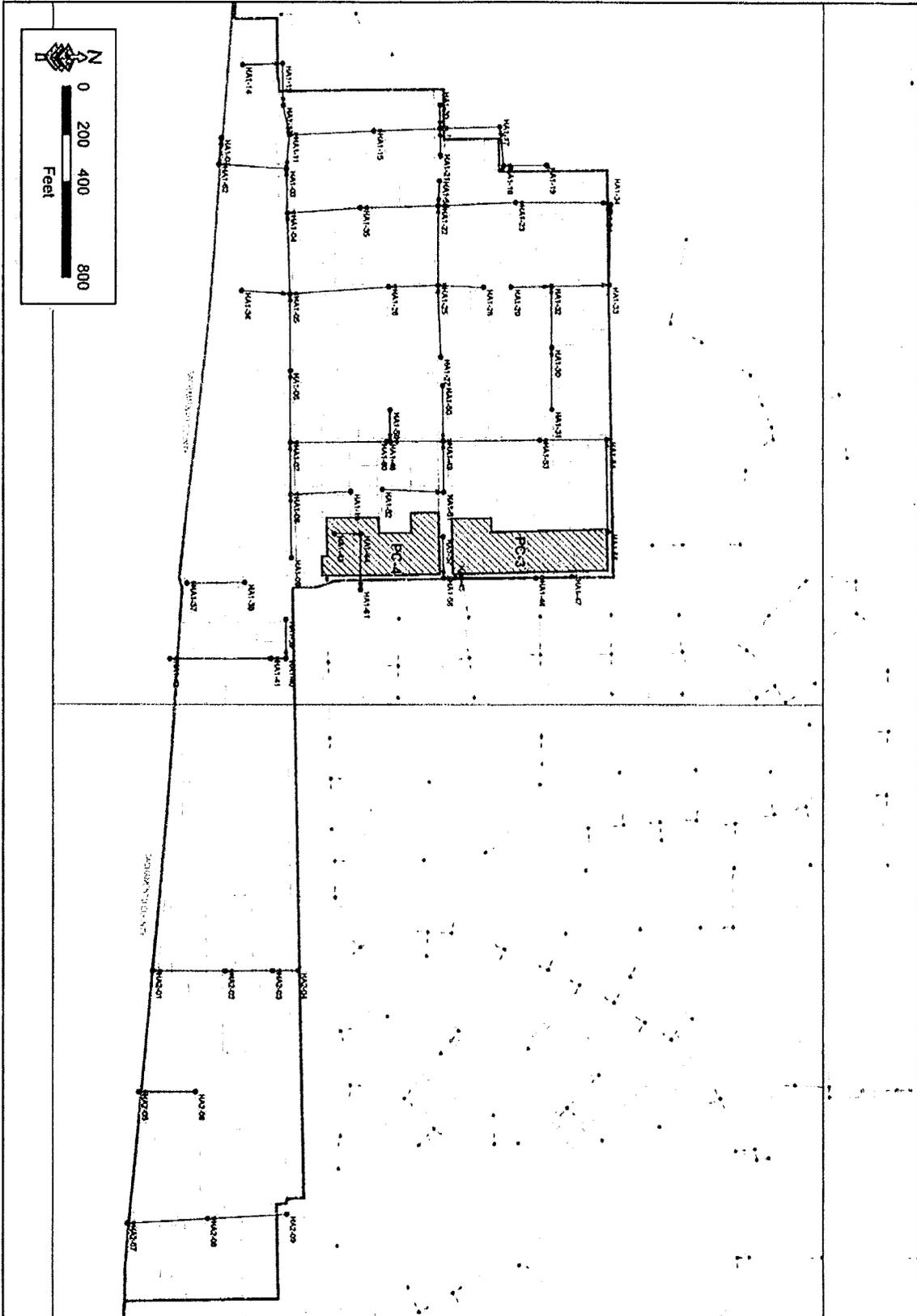
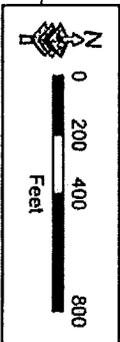
January 27, 2009

Figure 2

HA

1

2



PLACER COUNTY (LIVOTI) AND CITY OF ROSEVILLE SANITARY SEWER

Figure 3

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:

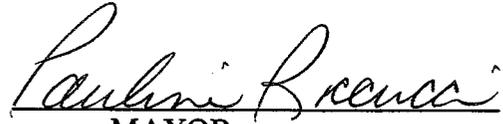
A. The following agreements are hereby approved:

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

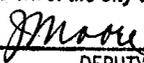


 MAYOR

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

