

AGREEMENT TO PROVIDE DISPOSAL OF SEWAGE

THIS AGREEMENT is made and entered into this 13th day of May, 2003, by and between the FAIRFIELD-SUISUN SEWER DISTRICT, hereinafter referred to as "DISTRICT," and the COUNTY OF SOLANO, hereinafter referred to as "COUNTY."

Recitals

WHEREAS, DISTRICT and COUNTY wish to enter into an agreement to provide for disposal of sewage emanating from certain buildings outside of the DISTRICT, and

WHEREAS, the DISTRICT'S enabling act allows the DISTRICT, pursuant to California Government Code Section 56133, to contract with COUNTY for disposal of sewage emanating from buildings outside of the DISTRICT if the District Board makes certain determinations; and

WHEREAS, a network of sewers exists, hereinafter referred to collectively as COLLECTION SYSTEM, which is capable of transporting sewage to DISTRICT'S sewage treatment plant; and

WHEREAS, DISTRICT operating under rules and regulations mandated by both state and federal regulations, is capable of providing said sewage service; and

WHEREAS, DISTRICT and COUNTY further wish to establish policies and procedures to govern the provision of sewer service to parcels within COUNTY that are connected to COLLECTION SYSTEM; and

WHEREAS, land parcels within the COUNTY connected to the COLLECTION SYSEM and receiving DISTRICT sanitary sewer service as of March 1, 2002 shall continue to be eligible to receive sewer service as shown in Attachment A "Existing Sewer Service Parcel Table – Suisun Valley Road"; Attachment B "Existing Sewer Service Parcel Map – Suisun Valley Road"; Attachment C "Existing Sewer Service Parcel Table – Old Cordelia"; and Attachment D "Existing Sewer Service Parcel Map – Old Cordelia", attached hereto and incorporated herein by reference; and

WHEREAS, the DISTRICT has determined that the Agreement furthers the protection of public health and safety and is in the best interests of the DISTRICT .

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties do hereby agree as follows:

Agreement

1. **SEWER CONNECTION POLICY.** The DISTRICT AND COUNTY shall authorize connections to the COLLECTION SYSTEM as follows. For the purpose of this Agreement, "Connection" is defined as a sewer lateral directly or indirectly connecting a single parcel of land to COLLECTION SYSTEM for the purpose of providing sanitary sewer service to such parcel of land.
 - a. **Eligible Parcels.** Land parcels within the COUNTY eligible to connect to COLLECTION SYSTEM for the purpose of receiving DISTRICT sanitary sewer service under this Agreement are listed in Attachment E "Sewer Service Parcel Eligibility Table – Suisun Valley Road; Attachment F "Sewer Service Parcel Eligibility Map – Suisun Valley Road"; Attachment G "Sewer Service Parcel Eligibility Table – Old Cordelia"; and Attachment H

“Sewer Service Parcel Eligibility Map – Old Cordelia”, attached hereto and incorporated herein by reference. Eligible parcels may connect to the COLLECTION SYSTEM upon finding of a Sewage-related Health Hazard by the Solano County Health Officer or his duly authorized representative as defined in paragraph 1.b. below. Both parties acknowledge that Attachments E, F, G, and H are the initial lists and maps and may be modified by future amendments to this Agreement.

Existing Service Parcels and Eligible Parcels are hereinafter referred to as PARCELS.

- b. Sewage-related Health Hazard is defined as the ineffective treatment and disposal of waste water resulting in the surfacing of sewage effluent, the degradation of water quality, and/or any condition resulting from the use or operation of a sewage treatment and disposal system which creates the potential for the transmission of disease, illness or environmental pollution, as determined by the Solano County Health Officer or his duly authorized representative.
 - c. Connection to COLLECTION SYSTEM. Unless otherwise approved in writing by DISTRICT, all connections to COLLECTION SYSTEM shall be made with a single sewer lateral serving the PARCEL.
 - d. Secondary Living Units. In the case of PARCELS that are zoned RE-1 or RE-1/2, one (1) additional connection shall be permitted to provide sanitary sewer service to not more than one (1) secondary living unit on such PARCEL, provided the secondary living unit complies with all COUNTY zoning and land use laws and regulations. The sewer lateral serving the secondary living unit shall be connected to the sewer lateral for the primary structure, and shall not be connected directly to COLLECTION SYSTEM.
 - e. Number of Connections. No more than one (1) connection shall be permitted per PARCEL, except as permitted under Subparagraph 1.d.
 - f. Point of Connection. Sewer laterals shall be connected to the public sewer line in accordance with all of the requirements of the agency that owns the sewer line being connected to.
 - g. Fees. Owners of PARCELS who elect to connect to COLLECTION SYSTEM shall pay all fees established by DISTRICT for sewer connection and service. Fees shall be collected by DISTRICT. No permits, including building and encroachment permits, shall be issued by COUNTY to an owner of a PARCEL who elects to connect to COLLECTION SYSTEM until DISTRICT provides written notice to COUNTY that all fees have been paid.
2. LAFCO If required by the Local Agency Formation Commission (LAFCO), DISTRICT shall be responsible for applying to the LAFCO for timely approval of this Agreement and any amendment thereto, in accordance with California Government Code Section 56133, LAFCO Policy and any other applicable law or regulation. COUNTY shall supply all necessary and reasonable support services for said application to LAFCO and shall also be responsible for providing LAFCO with any appropriate documentation of a threat to the health and safety of the public or affected residents, as required by referenced Section 56133, LAFCO Policy or other applicable law or regulation.
3. ADDITIONAL FEES. The DISTRICT evaluates changes in use to determine if additional sewer fees may be required. To this end, COUNTY shall notify DISTRICT of any applications for , expansion, remodeling, or other changes in use of buildings on connected PARCELS for the purpose of potential

requirement of additional sewer fees. The COUNTY shall not issue approval for such changes of use without prior written notice to DISTRICT and prior written notice by DISTRICT to COUNTY that all applicable fees have been paid.

4. REGULATIONS FOR SEWER USE AND CONNECTIONS, EXTENSIONS, OR MODIFICATIONS. All use of COLLECTION SYSTEM and connections, extensions, or modifications thereto shall comply with all laws and regulations of DISTRICT and the public agency that owns the public sewer line to which connection is made.
5. OPERATING AND MAINTENANCE COSTS. Billing and payment of O & M costs shall be conducted in accordance with DISTRICT laws and regulations. Non-payment or late payment for sewer service will be enforced in accordance with DISTRICT laws and regulations.
6. BILLING AND COLLECTION. DISTRICT shall be responsible for billing and collection. COUNTY agrees to allow DISTRICT to utilize COUNTY property tax bill for collection of fees for service to PARCELS in COUNTY.
7. UPDATED SEWER USER LIST. In order for DISTRICT to update its billing list for current sewer users, COUNTY will provide to DISTRICT a list of current property owners, and, if available, current renters for all PARCELS shown as connected in Attachments A, B, C, D, E, F, G, and H. The list shall include the following information if available: name, parcel number, street address, and mailing address. The COUNTY shall provide this list to DISTRICT within 45 days of the signing of this Agreement. The COUNTY shall provide an updated list to DISTRICT upon request up to annually.
8. INDEMNITY. DISTRICT shall defend, indemnify, save and hold harmless COUNTY, its Board members, officers, employees, and agents from any and all claims, demands, suits, costs, liability and expenses, including reasonable attorney's fees, for any damages, injury, sickness or death including liability for inverse condemnation, nuisance or trespass (collectively "liability") to the extent arising out of the DISTRICT's obligations under this Agreement, except to the extent liability arises out of the sole or active negligence or willful misconduct of COUNTY, its Board members, officers, employees or agents.

COUNTY shall defend, indemnify, save and hold harmless the DISTRICT, its officers, directors, employees and agents from any and all claims, demands suits, costs, liability and expenses, including reasonable attorney's fees, for any damages, injury, sickness or death, including liability for inverse condemnation, nuisance or trespass (collectively "liability") to the extent arising out of the COUNTY's obligations under this Agreement, except to the extent liability arises out of the sole or active negligence or willful misconduct of the DISTRICT, its officers, directors, employees or agents.

Nothing in this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law.

9. ACCOUNTABILITY. Both parties shall strictly account for all funds directly related to this Agreement and shall report to the other, upon request, on all pertinent records and disbursements.

10. MODIFICATION. This Agreement shall be subject to modification only by a subsequent written agreement executed by both of the parties.
11. NOTICES. Any and all notices or documents required or desired to be delivered by the parties under this Agreement shall be deemed delivered: (1) upon hand delivery to the address below; (2) upon being sent and received via certified mail to the address below as evidenced by certified mail receipt; (3) upon being sent via facsimile to the telephone number below as evidenced by facsimile receipt; or (4) five days after being sent via first class mail. Facsimile transmission shall be promptly followed by first class mail. The addresses and facsimile numbers are as follows:
- | | |
|-----------------------------------|--|
| To DISTRICT: | To COUNTY: |
| General Manager/District Engineer | Director |
| Fairfield-Suisun Sewer District | Department of Environmental Management |
| 1010 Chadbourne Road | 470 Chadbourne Road, Suite 200 |
| Fairfield, CA 94534-9700 | Fairfield, CA 94534 |
| Fax: (707) 429-1280 | Fax: (707) 421-4805 |
12. INTERPRETATION. Both parties have had ample opportunity to comment upon the contents of this Agreement; therefore, the rule that ambiguities shall be construed against the drafter and any similar rules shall not apply.
13. TERM. This Agreement may be terminated for good cause by either party upon 180 days written notice to the other party, provided, however, that this Agreement may not be terminated with respect to those PARCELS that have already connected to the COLLECTION SYSTEM.

In WITNESS the parties hereto have executed this Agreement on the day first above written.

FAIRFIELD-SUISUN SEWER DISTRICT

ATTEST:


District Clerk


Board President

SOLANO COUNTY

ATTEST:

Michael D. Johnson, Clerk
Of the Board of Supervisors

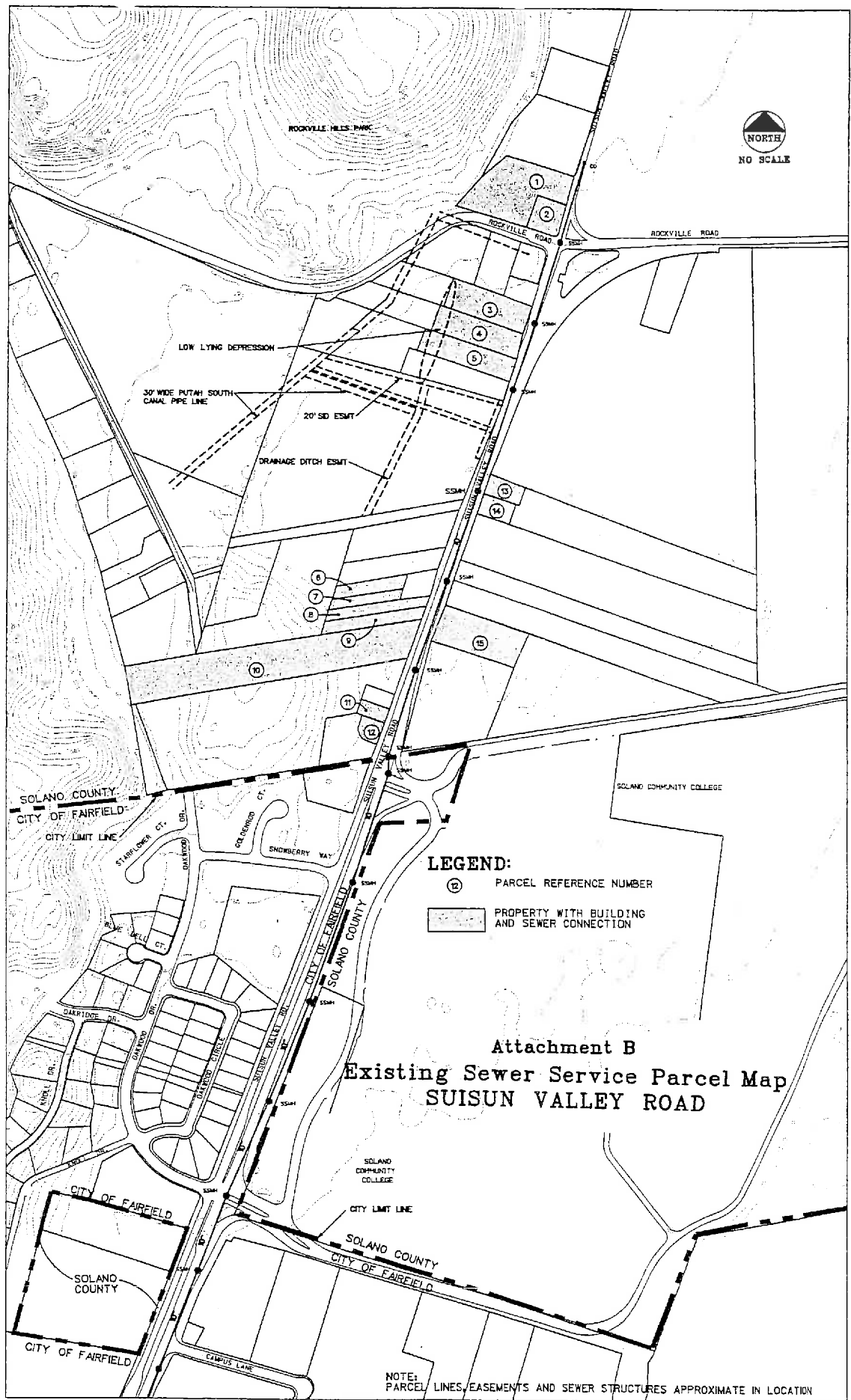
By: 
Maggie Jimenez, Deputy Clerk


Duane Kromm, Chairman

ATTACHMENT A EXISTING SEWER SERVICE PARCEL TABLE-SUISUN VALLEY RD.

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	Ken Kemble Inc.	2100 Rockville Rd	0153 180 120	Neighborhood Commercial	1.52
2	Amelia Muratori	2291 Rockville Rd	0153 180 060	Neighborhood Commercial	0.66
3	Willy G & RM Fleeman	4141 Suisun Valley Rd	0027 141 110	Residential Estate 1 Ac Min.	1.05
4	Edward D & A Duley	4137 Suisun Valley Rd	0027 141 130	Residential Estate 1 Ac Min.	1.00
5	Tillie Bodhaine	4133 Suisun Valley Rd	0027 141 070	Residential Estate 1 Ac Min.	1.00
6	Steven A & Deborah A Morton	4075 Suisun Valley Rd	0027 180 050	Residential Estate 1 Ac Min.	0.43
7	Steven A & Deborah A Morton	4075 Suisun Valley Rd	0027 180 080	Residential Estate 1 Ac Min.	0.35
8	Steven A & Deborah A Morton	4075 Suisun Valley Rd	0027 180 070	Residential Estate 1 Ac Min.	0.52
9	Thomas E Huguenin	4069 Suisun Valley Rd	0027 180 060	Residential Estate 1 Ac Min.	0.63
10	Norman D & Jean Z Smith	4065 Suisun Valley Rd	0027 190 010	Residential Estate 1 Ac Min.	4.82
11	Mamerto F & Luz Z Daacion	4051 Suisun Valley Rd	0027 190 040	Residential Estate 1 Ac Min.	0.19
12	Matthew D & Tracy A Sttt	4047 Suisun Valley Rd	0027 190 100	Residential Estate 1 Ac Min.	0.22
13	David W Corbett	4100 Suisun Valley Rd	0027 200 190	Agiculture 40 Ac Min.	0.26
14	Ora P Berdell	4096 Suisun Valley Rd	0027 200 210	Agiculture 40 Ac Min.	0.24
15	Beatrice Louise Le	4066 Suisun Valley Rd	0027 210 100	Agiculture 40 Ac Min.	1.37

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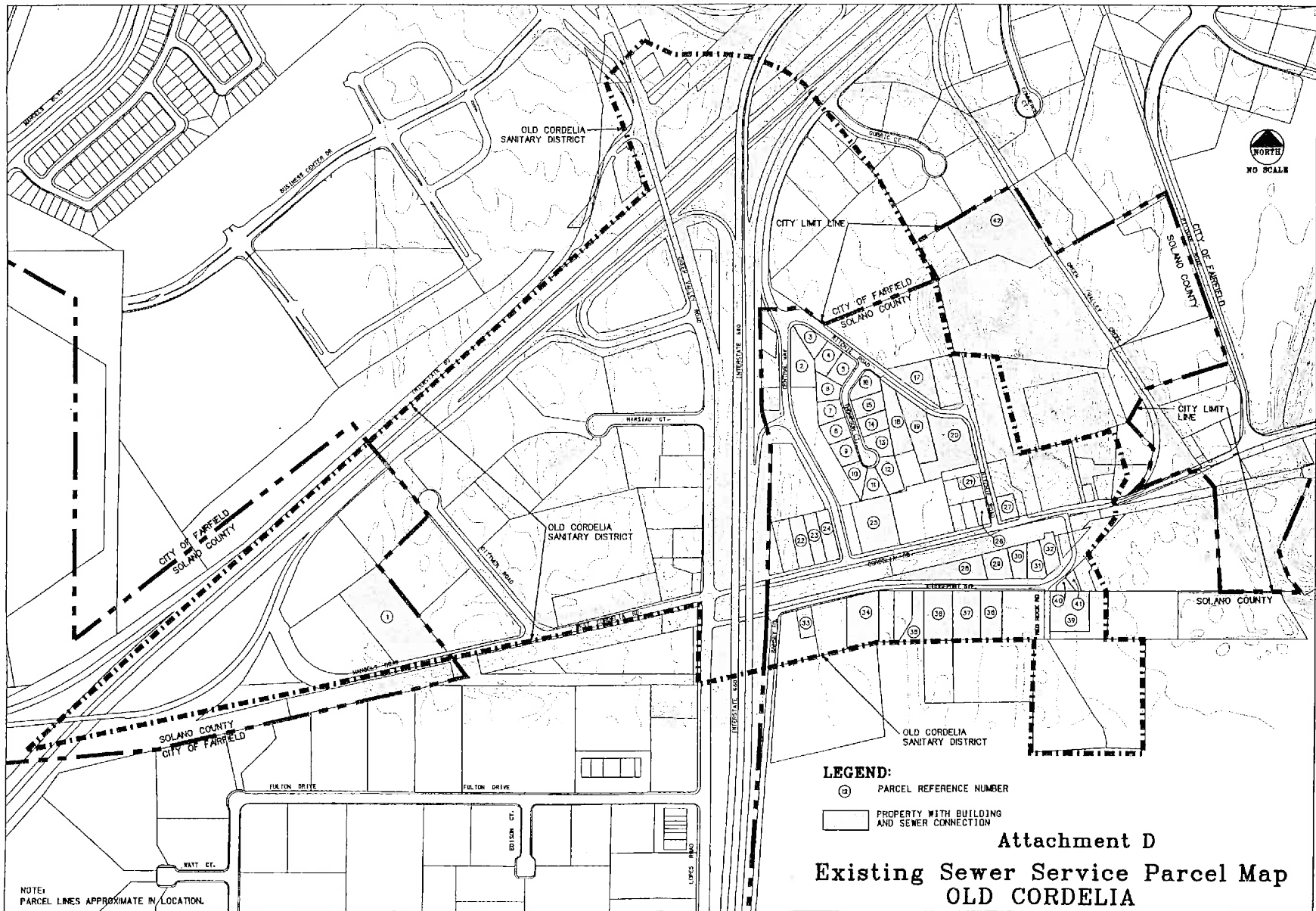


ATTACHMENT C EXISTING SEWER SERVICE-OLD CORDELIA

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	Michael Caraway	9330 West Cordelia Rd	0180-120-040	General Manufacturing 1/2 Ac Min	3.02
2	Gerald H Lane	3620 Central Way	0045 300 320	Commercial Office	0.69
3	Fred G & Violet Weber	3621 Ritchie Rd	0045 300 330	Residential Estate 1/3 Ac Min.	0.35
4	Dominique J & Maude L Smith	3617 Ritchie Rd	0045 300 310	Residential Estate 1/3 Ac Min.	0.35
5	Todd J Hovde	3609 Thompson Ct	0045 081 300	Residential Estate 1/3 Ac Min.	0.35
6	Whitney M & CD Baker	3605 Thompson Ct	0045 081 310	Residential Estate 1/3 Ac Min.	0.38
7	Jeffrey F & LM Dittmer	3597 Thompson Ct	0045 081 160	Residential Estate 1/3 Ac Min.	0.33
8	Jack L & Anito O Durrent Sr	3591 Thompson Ct	0045 081 170	Residential Estate 1/3 Ac Min.	0.35
9	Jonathan O Stover	3587 Thompson Ct	0045 081 180	Residential Estate 1/3 Ac Min.	0.35
10	Mark A & Tracie L Magleby	3585 Thompson Ct	0045 081 190	Residential Estate 1/3 Ac Min.	0.34
11	Allan M & Linda Dailey	3583 Thompson Ct	0045 081 200	Residential Estate 1/3 Ac Min.	0.33
12	Victor B & Shauna Hardy	3582 Thompson Ct	0045 081 210	Residential Estate 1/3 Ac Min.	0.46
13	Stephen L & Susan M Laren	3588 Thompson Ct	0045 081 220	Residential Estate 1/3 Ac Min.	0.36
14	Mary R Ellsworth	3621 Thompson Ct	0045 081 230	Residential Estate 1/3 Ac Min.	0.36
15	Wanda G Hendrix	3600 Thompson Ct	0045 081 240	Residential Estate 1/3 Ac Min.	0.38
16	William P & Taffy L Paoli	3607 Ritchie Rd	0045 081 290	Residential Estate 1/3 Ac Min.	0.36
17	Ronald A & GL Pienovi	3602 Ritchie Rd	0045 082 020	Rural Residential 2 1/2 Ac Min.	0.69
18	Helen Maxine Lang	3603 Ritchie Rd	0045 081 010	Residential Estate 1/3 Ac Min.	0.72
19	John E Ellsworth	3599 Ritchie Rd	0045 081 020	Residential Estate 1/3 Ac Min.	0.88
20	Violet L Weber	3589,3593,3595 Ritchie Rd	0045 081 030	Residential Estate 1/3 Ac Min.	1.48
21	John E & Mary R Ellsworth	3577 Ritchie Rd	0045 090 010	Residential Estate 1/3 Ac Min.	0.17
22	John C & Linda McCulloch	2097 Cordelia Rd	0045 090 110	Residential Estate 1/3 Ac Min.	0.50
23	Ralph & Liyy Etta Morrison	2101 Cordelia Rd	0045 090 100	Residential Estate 1/3 Ac Min.	0.41
24	John C & Linda McCulloch	2105 Cordelia Rd	0045 090 180	Residential Estate 1/3 Ac Min.	0.41
25	Jack McCulloch	2117, 2119 Cordelia Rd	0045 090 070	Residential Estate 1/3 Ac Min.	1.22
26	Roger G Deane	1000 Cordelia Rd	0045 090 030	Neighborhood Commercial	0.20
27	Cordelia Fire Protection Dist	2155 Cordelia Rd	0045 100 130	Rural Residential 2 1/2 Ac Min.	0.29
28	Rebeca A Tabert-Koslow	2137 Bridgeport Avenue	0045 131 060	Residential Estate 1/2 Ac Min.	0.76
29	Mary Margaret Renner	2145 Bridgeport Avenue	0045 131 070	Residential Estate 1/2 Ac Min.	0.45

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
30	Chloris M Kincaid	2151 Bridgeport Avenue	0045 131 020	Residential Estate 1/2 Ac Min.	0.36
31	Dale Eugene Kincaid	2159 Bridgeport Avenue	0045 131 030	Residential Estate 1/2 Ac Min.	0.39
32	Robert Snider Gartley	2165 Bridgeport Avenue	0045 131 040	Residential Estate 1/2 Ac Min.	0.36
33	Eileen Maguire	2100 Bridgeport Avenue	0045 140 040	Residential Estate 1/2 Ac Min.	0.28
34	Kenneth R & Gail L Bechtle	2110 Bridgeport Avenue	0045 140 060	Residential Estate 1/2 Ac Min.	1.00
35	Leroy & Ellen Maestas	2124 Bridgeport Avenue	0045 140 190	Residential Estate 1/2 Ac Min.	0.45
36	Dolores L Ruffer	2132 Bridgeport Avenue	0045 132 010	Residential Estate 1/2 Ac Min.	0.88
37	Aldene H Harper	2138 Bridgeport Avenue	0045 132 020	Residential Estate 1/2 Ac Min.	0.86
38	Sue D Pinkham	2146 Bridgeport Avenue	0045 132 030	Residential Estate 1/2 Ac Min.	0.66
39	John P & Myra A Lord	*No Site Address*	0045 132 060	Residential Estate 1/2 Ac Min.	1.00
40	Catherine D Collins	2166 Bridgeport Avenue	0045 132 070	Residential Estate 1/2 Ac Min.	0.10
41	Albert K & Carol Jean Guyan	2172 Bridgeport Avenue	0045 132 080	Residential Estate 1/2 Ac Min.	0.12
42	Johnson Lillian Collins Tr	3624 Ritchie Road	0045 300 130	Rural Residential 2 1/2 Ac Min.	2.31

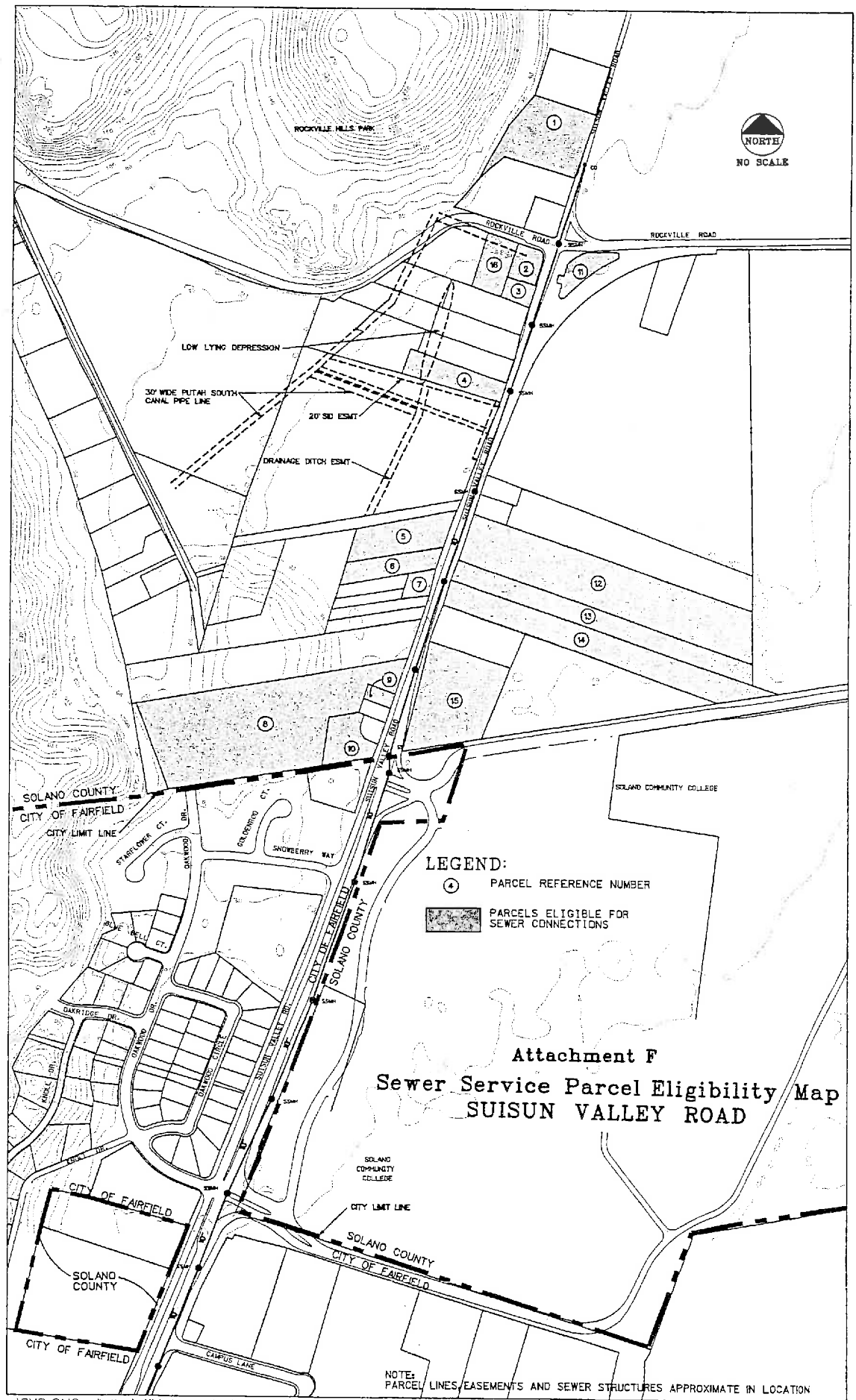
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ATTACHMENT E SEWER SERVICE PARCEL ELIGIBILITY TABLE-SUISUN VALLEY RD.

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	Presbytery of the Redwoods	4177 Suisun Valley Rd	0153 180 040	Residential Estate 1 Ac Min.	2.26
2	Tower Energy Group	4155 Suisun Valley Rd	0027 141 380	Neighborhood Commercial	0.41
3	Allan F & Nancy L Mueller	4149 Suisun Valley Rd	0027 141 040	Neighborhood Commercial	0.34
4	Lawrence E Peacock	4129 Suisun Valley Rd	0027 141 200	Residential Estate 1 Ac Min.	1.00
5	Dolores Johnson	4091 Suisun Valley Rd	0027 180 020	Residential Estate 1 Ac Min.	1.40
6	Frank & Ranelle Ascariz	4085 Suisun Valley Rd	0027 180 030	Residential Estate 1 Ac Min.	1.10
7	Jann M Rowball	4081 Suisun Valley Rd	0027 180 040	Residential Estate 1 Ac Min.	0.32
8	Maurice J Koch	2280 Rockville Rd	0027 141 240	Neighborhood Commercial	1.15
9	Edwin L & Cherei A Mopas	4055 Suisun Valley Rd	0027 190 030	Residential Estate 1 Ac Min.	0.19
10	Mary Beth Tirey-Jines	4043 Suisun Valley Rd	0027 190 110	Residential Estate 1 Ac Min.	0.78
11	Judy & Brian Ladschoot	4160 Suisun Valley Rd	0027 142 070	Neighborhood Commercial	0.50
12	Lonnie W Chui	4092 Suisun Valley Rd	0027 200 060	Agiculture 40 Ac Min.	6.50
13	Bay Area Stewardship Corp	4084 Suisun Valley Rd	0027 200 200	Agiculture 40 Ac Min.	6.65
14	Jim H & Grace SH Chan	4070 Suisun Valley Rd	0027 210 020	Agiculture 40 Ac Min.	3.10
15	Joseph F & Deborah D Lopez	4060 Suisun Valley Rd	0027 210 110	Agiculture 40 Ac Min.	2.33
16	Maurice J Koch	2288 Rockville Rd	0027 141 370	Neighborhood Commercial	0.74

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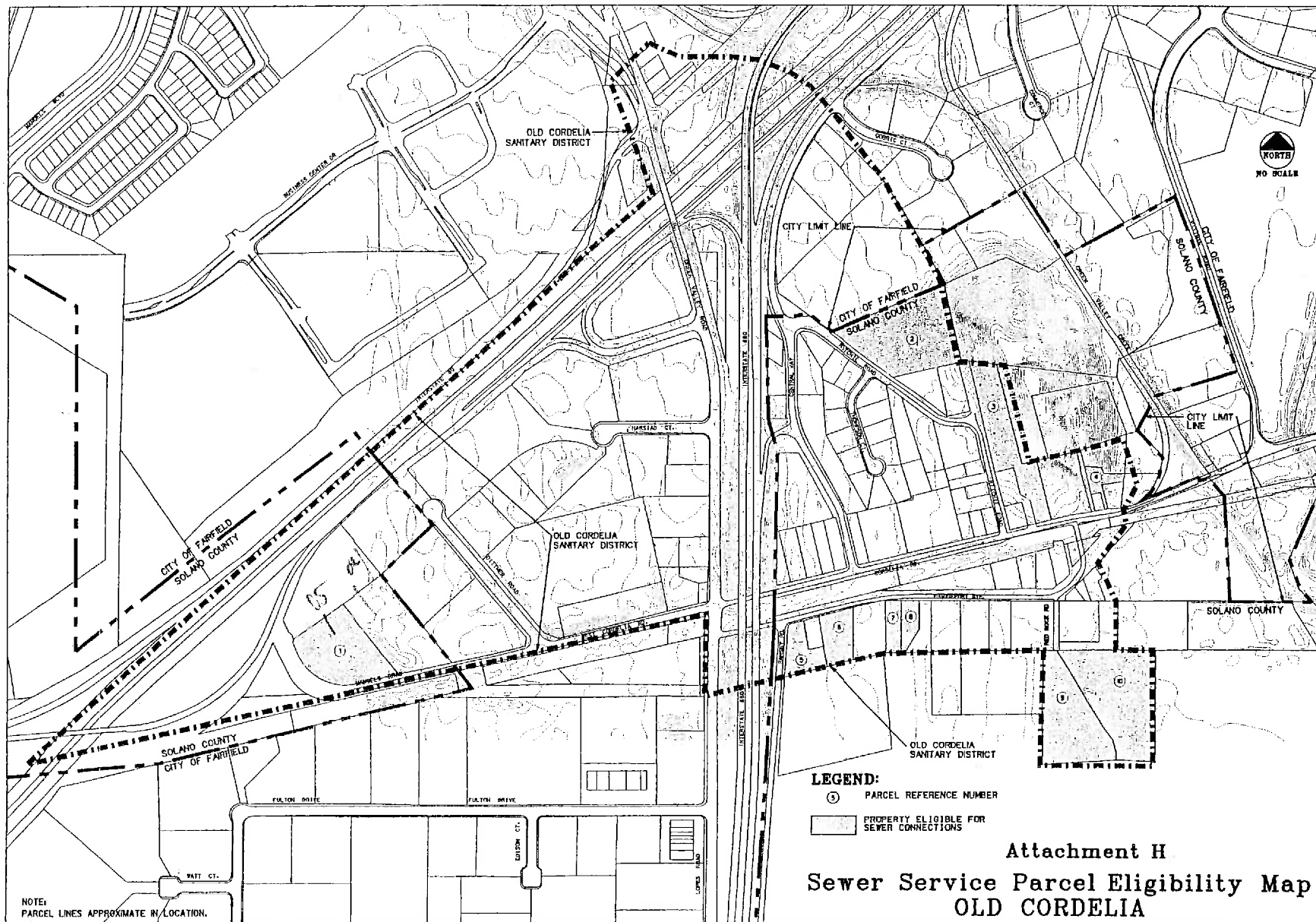


ATTACHMENT G SEWER SERVICE PARCEL ELIGIBILITY TABLE-OLD CORDELIA

REF. NO.	PARCEL OWNER	SITE ADDRESS	AP NUMBER	LAND USE ZONES	ACREAGE
1	Curtix R. Beckwith	9394 West Cordelia Rd	0180-120-040	General Manufacturing 1/2 Ac Min.	3.04
2	P & C PROPERTIES	3594 Ritchie Rd	0045 300 060	Rural Residential 2 1/2 Ac Min.	4.11
3	Earl R Pierson	*No Site Address*	0045 100 380	2 1/2 Rural Residential 2 1/3 Ac Min.	3.24
4	Jeffrey W DM Nixon	2181 Cordelia Rd	0045 100 230	Rural Residential 2 1/2 Ac Min.	0.36
5	Emma Ball	2092 Bridgeport Avenue	0045 140 160	Residential Estate 1/2 Ac Min.	1.15
6	Richard L Watson	2102 Bridgeport Avenue	0045 140 050	Residential Estate 1/2 Ac Min.	1.01
7	Renee D Noyes	2116 Bridgeport Avenue	0045 140 170	Residential Estate 1/2 Ac Min.	0.50
8	Lawrence U Hudson	2120 Bridgeport Avenue	0045 140 180	Residential Estate 1/2 Ac Min.	0.46
9	Edna Lee Kelly	2158 Bridgeport Avenue	0045 120 030	Agriculture 20 Ac Min.	3.09
10	William & Alfredina Paoli	2162 Bridgeport Avenue	0045 120 020	Agriculture 20 Ac Min.	4.07

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