



City of Ketchum

December 6, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Agreement #22754, THIRD ADDENDUM TO LEASE AGREEMENT
of Ohio Gulch Sludge Drying Fields Lease Agreement**

Recommendation and Summary

Staff is recommending the council authorize a **THIRD ADDENDUM TO LEASE AGREEMENT** which extends the lease agreement with Blaine County for the use of the sludge drying fields at the Ohio Gulch Waste Transfer Station and adopt the following motion:

I move to approve Agreement #22754, **THIRD ADDENDUM TO LEASE AGREEMENT**, for an extension of the term of the Ohio Gulch sludge drying fields lease agreement with Blaine County, the City of Hailey and the Sun Valley Water and Sewer District so that it is valid and in force until November 30, 2026.

The reasons for the recommendation are as follows:

- The existing lease agreement extension expired November 31, 2021.
- Extending the existing lease agreement will allow Blaine County, as owner of the property, and the various users of the facility time to develop a more thorough and equitable agreement for this necessary step in Ketchum's wastewater treatment process.
- A new agreement for sludge handling at the Ohio Gulch facility is being developed at this time and will include other Wood River valley users as participants of the new agreement.

Analysis

The Ohio Gulch Sludge Management Facility is the only place in the Wood River valley able to accept wastewater sludge for proper disposal. The sludge drying facilities at Ohio Gulch are part of the Biosolids Management Plan which is being modified to conform to new standards required by the Environmental Protection Agency and Idaho Department of Environmental Quality. Extension of the current lease agreement until November 30, 2026 provides adequate time for a new process for biosolids management to be developed and implemented.

Sustainability

The recommended action has no influence on the goals of the 2020 Ketchum Sustainability Action Plan.

Financial Impact

There are no costs involved with the extension of this lease agreement.

Attachments:

Third Addendum to Lease Agreement

Second Addendum to Lease Agreement

Addendum to Lease Agreement

THIRD ADDENDUM TO LEASE AGREEMENT

THIS THIRD ADDENDUM AGREEMENT, effective as of the date hereinbelow stated, is entered into by and between the COUNTY OF BLAINE, a political subdivision of the State of Idaho, hereinafter referred to as "County," and the CITIES OF KETCHUM AND HAILEY, Idaho, municipal corporations, and the SUN VALLEY WATER AND SEWER DISTRICT, a water and sewer district existing under and by virtue of the laws of the State of Idaho, which entities are hereinafter collectively referred to as "Cities."

RECITALS

1. On April 5, 1999, the parties entered into a lease agreement concerning real property located in the Ohio Gulch area of Blaine County for the use of "drying fields" for sludge generated from wastewater treatment plants operated by the Cities, hereinafter referred to as "lease agreement," which is attached to this THIRD ADDENDUM TO LEASE AGREEMENT as Exhibit A and hereby incorporated by reference herein.

2. The lease agreement included a term of twenty years and expired on April 5, 2019.

3. On April 2, 2019, the parties entered into an ADDENDUM TO LEASE AGREEMENT, hereinafter referred to as "first addendum," which extended the termination of the lease agreement until April 5, 2020.

4. The parties entered into a SECOND ADDENDUM TO LEASE AGREEMENT, hereinafter referred to as "second addendum," which extended the termination of the lease agreement until November 31, 2021.

5. The parties wish to extend the term of the lease agreement so that it is valid and in force until November 30, 2026.

6. In addition to the extended term, the parties agree that all existing terms in the lease agreement are still applicable.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereby agree to this THIRD ADDENDUM TO LEASE AGREEMENT as follows:

1. Term. The lease agreement shall be in full force and effect until its expiration on November 30, 2026. All prior lease agreement terms shall conform to the November 30, 2026, termination date.
2. Existing Lease. All other terms of the lease agreement provided herein remain in full force and effect.

Agreement entered into and effective as of this 30 day of November, 2021.

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

By Dick Fosbury
DICK FOSBURY, Chairman

ATTEST:

Stephen McDougall Graham
STEPHEN McDOUGALL GRAHAM
Blaine County Clerk

"CITIES"

By _____
MARTHA BURKE, Mayor
City of Hailey

ATTEST:

MARY CONE
Hailey City Clerk

By _____
NEIL BRADSHAW, Mayor
City of Ketchum

ATTEST:

TARA FENWICK
Ketchum City Clerk

SUN VALLEY WATER AND SEWER DISTRICT

By _____
JAMES D. LOYD, President

ATTEST:

JEANENE PARKER, Treasurer

LEASE

This agreement is made and entered into this 5th day of April, 1999, by and between the **COUNTY OF BLAINE**, Idaho, a political subdivision of the State of Idaho, hereinafter referred to as "County" and the **CITIES OF KETCHUM AND HAILEY**, Idaho, Idaho municipal corporations, and the **SUN VALLEY WATER AND SEWER DISTRICT**, a water and sewer district existing under and by virtue of the laws of the State of Idaho, which entities are hereinafter collectively referred to as "Cities."

RECITALS

1. The County presently owns real property located in the Ohio Gulch area of Blaine County, more particularly described on **Exhibit "A"**, attached hereto.
2. This real property is commonly referred to as the "drying fields," containing six (6) separate drying fields for sludge generated from wastewater treatment plants operated by the Cities.
3. Management of the sludge drying fields has historically been provided by the Southern Idaho Regional Solid Waste District.
4. The parties now wish to agree upon terms and conditions whereby the County will lease to the Cities the area described on **Exhibit "A"**, attached to this agreement for the purpose of operating sludge drying fields thereon, which sludge shall be generated exclusively from publicly owned wastewater treatment systems.

IT IS THEREFORE AGREED in consideration of these recitals and the promises and covenants hereafter contained as follows:

1. **LEASE.** The County hereby leases to the Cities and the Cities agree to lease from the County that real property more particularly described on **Exhibit**

"A", attached hereto, for the purpose of operating sludge drying fields containing sludge generated from publicly owned wastewater treatment plants within Blaine County.

2. **TERM.** The term of this lease shall be for a period of twenty (20) years, commencing with the 5th day of April, 1999, and ending with the 5th day of April, 2019.
3. **RENTAL.** No rental fee will be charged or due from the Cities to the County.
4. **EXCLUSIVE USE.** The Cities agree to use the real property for the purposes of drying sludge generated from publicly owned wastewater treatment plants, and any purpose reasonably related to such primary purpose, but no other purpose whatsoever, without the express written consent of the County.
5. **MANNER OF OPERATION.** The Cities agree to operate the sludge drying fields in full conformance with every existing law, including but not limited to, any applicable statute, ordinance, rule, regulation, or order of the United States of America, the State of Idaho or the County of Blaine, or any of its agencies, departments, commissions, or tribunals. Specifically and not by way of limitations, the Cities agree to operate the sludge drying fields in full conformance with the Ohio Gulch Sludge Management Site Procedures Manual, a copy of which is attached hereto as Exhibit "B". The Cities agree to operate the sludge drying fields in full compliance with Title 40 of the Federal Code of Regulations, Part 503, as it now exists or as it may hereafter be amended. The Cities further agree to abide by any supplementary regulations or directives issued after negotiations with the County, for the proper operation of the sludge drying fields which may be issued from time to time by the County.
6. **STAFF.** The Cities agree to hire or contract, at all times during the terms of this agreement, sufficient, competent personnel to properly manage the sludge

drying fields in accordance with the terms and conditions of this agreement.

7. **ADDITIONAL MUNICIPALITIES.** The Cities shall allow, as they shall determine, other municipal corporations ~~of the State of Idaho~~, and extended treatment package systems serving ten (10) or more households, to utilize the sludge drying fields for sludge generated from their own publicly or privately owned wastewater treatment plants. The Cities may charge such reasonable fees as they shall determine for this use. The Cities shall develop operating guidelines for the reception of any additional sludge generated from publicly or privately owned wastewater treatment plants referred to in this paragraph so long as such guidelines are in full compliance with this agreement.
8. **JOINT AND SEVERAL LIABILITY.** The Cities shall be jointly and severally liable for the performance of this agreement.
9. **SEPTAGE.** The Cities agree that they shall not under any circumstances allow sludge or septage that is not "sewer sludge," as that term is defined in Title 40 of the Code of Federal Regulations, Part 503, to be deposited in the sludge drying areas subject to this lease, it being the express understanding of the parties that the real property subject to this lease will be used exclusively for the drying of sewage sludge.
10. **CONDITION OF PREMISES.** The Cities agree to operate the leased property in such a fashion as to insure appropriate, year round vehicular access to the area, consistent with the proper condition of the leased property to receive sewage sludge for drying. The Cities shall have the exclusive responsibility to maintain the leased property in a good condition of repair, including all fences, gates, outbuildings, and other improvements. The Cities may contract with the County or the County's agents for such maintenance and operational items as snow removal, discing, and sludge removal on such terms as may be negotiated by the parties. The final and ultimate responsibility for site maintenance shall be that of the Cities.

11. **CONDITION PRECEDENT.** This agreement must be approved by the State of Idaho Public Health and Welfare, Division of Environmental Quality prior to its becoming effective.
12. **IMPROVEMENT.** The Cities shall not construct new improvement on the real property without the written consent of the County. Any improvements constructed on the real property shall be the property of the County at the termination of the lease.
13. **INSPECTION.** The County shall retain the right to inspect the site at any reasonable time for purposes of determining the Cities' compliance with this agreement. Additionally, the County shall have the right, upon demand, to inspect any records required to be maintained by the Cities in connection with this lease, as described in Exhibit "B" attached hereto or in other provisions of law.
14. **DEFAULT.** Should the County determine that the Cities are in violation of any term or condition of this agreement, the County shall cause a writing to be delivered to the Cities at the addresses for notice provided elsewhere in this agreement, which writing shall set forth the exact nature of every claimed event of default. The Cities shall have fifteen (15) days from the receipt of such written notice to fully cure each claimed event of default. The County may not proceed to exercise any remedy to which it may be entitled under this agreement until the appropriate notice has been given to the Cities and the Cities have failed to cure in full each claimed event of default or provide a compliant schedule to cure the defaults acceptable to the County within the fifteen(15) day cure period.
15. **REMEDIES ON DEFAULT.** Should the Cities come into default under this agreement, and defaults are not timely cured after notice having been given, the County may then proceed to exercise any remedy to which it may be

entitled under the laws of the State of Idaho. These remedies may include, but are not limited to, the following:

- A. Termination of the lease agreement and the institution of a suit for any damages caused to the County as a result of the breach of the agreement; and/or
 - B. An action under the unlawful detainer laws of the State of Idaho seeking recovery of the possession of the real property subject to the lease.
 - C. Upon agreement of the parties, submit the dispute to an arbitrator (chosen by the parties) for binding arbitration under the procedures established by *Idaho Code* §7-901, *et seq.* The parties shall pay the arbitrator's fee in equal shares, one share to County and one share to Cities.
16. **INDEMNIFICATION.** The Cities agree to hold harmless and indemnify the County from all liability of whatever kind of nature which may in any way arise from this lease and the Cities' operation of the leased premises. The Cities agree to maintain in force a policy of public liability insurance throughout the term of this agreement naming the County as a coinsured thereon with a minimum single limit coverage of \$2,000,000.00. The Cities shall demonstrate the existence of this insurance policy being in force upon request from the County at all times during this agreement.
17. **PROHIBITION OF ASSIGNMENT OR SUBLEASE.** The Cities may not assign their rights under this agreement or sublease this agreement to any third party without the express written consent of the County first having been obtained. This paragraph shall not be construed to prohibit the Cities from allowing other Idaho municipal corporations to deposit sludge generated from publicly owned wastewater treatment plants as provided elsewhere in this

agreement.

18. **NOTICES.** Notices under this agreement shall be given to the parties at the following addresses:

COUNTY

Board of Commissioners
Blaine County Courthouse
206 1st Avenue S., Suite 300
Hailey, ID 83333

CITIES

City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

City of Hailey
115 S Main St.
Hailey, ID 83333

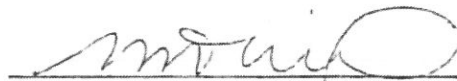
Sun Valley Water and Sewer District
P.O. Box 2410
Sun Valley, ID 83353

Duplicate notice shall be given to each City when notice is required under this agreement.

19. **INTEGRATION.** The parties hereto acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

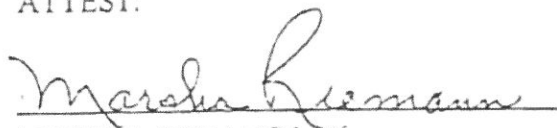
20. **TIME OF THE ESSENCE.** Time is, and shall be, of the essence of each and every term and condition of this agreement.
21. **ATTORNEYS FEES ON DEFAULT.** If default be made by any party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.
22. **APPLICABLE LAW.** This agreement shall be construed under and governed by the laws of the State of Idaho.

"COUNTY"



MARYANN MIX
Blaine County Board of Commissioners

ATTEST:




MARSHA RIEMANN
Blaine County Clerk

"CITIES"

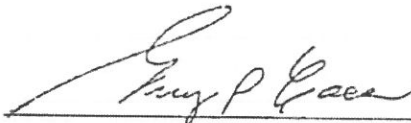


BRAD SIEMER, Mayor
City of Hailey

ATTEST:

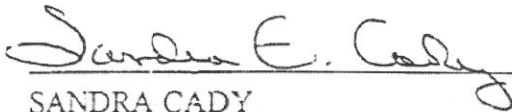


HEATHER DAWSON
Hailey City Clerk



GUY P. COLES, Mayor
City of Ketchum

ATTEST:

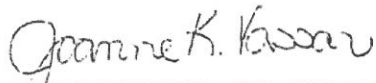


SANDRA CADY
Ketchum City Clerk



JAMES D. LOYD, PRESIDENT
Sun Valley Water and Sewer District

ATTEST:



JOANNE K. VASSAR

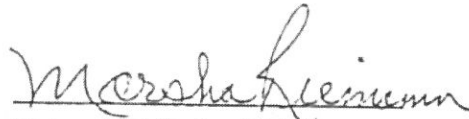
LEASE -8 OF 11

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State of Idaho)
) ss.
County of Blaine)

On this 5 day of April, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared MARYANN MIX, the Chairman of the Blaine County Board of Commissioners, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same on behalf of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Hailey
Commission expires: 2003

(Seal)

State of Idaho)
) ss.
County of Blaine)

On this 7th day of March, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared BRAD SIEMER, Mayor of the City of Hailey, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

Heather Dawson
Notary Public for Idaho
Residing at Hailey ID
Commission expires: 05/02/02

(Seal)

State of Idaho)
) ss.
County of Blaine)

On this 4th day of Feb, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared GUY P. COLES, Mayor of the City of Ketchum, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

James B. Jaquet
Notary Public for Idaho
Residing at Ketchum
Commission expires: March 24, 2003

(Seal)

State of Idaho)
) ss.
County of Blaine)

On this 24th day of FEBRUARY, 1999, before me, the undersigned, Notary Public in and for said County and State, personally appeared JAMES D. LOYD, President of Sun Valley Water and Sewer District, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year
in this certificate first above written.

(Seal)

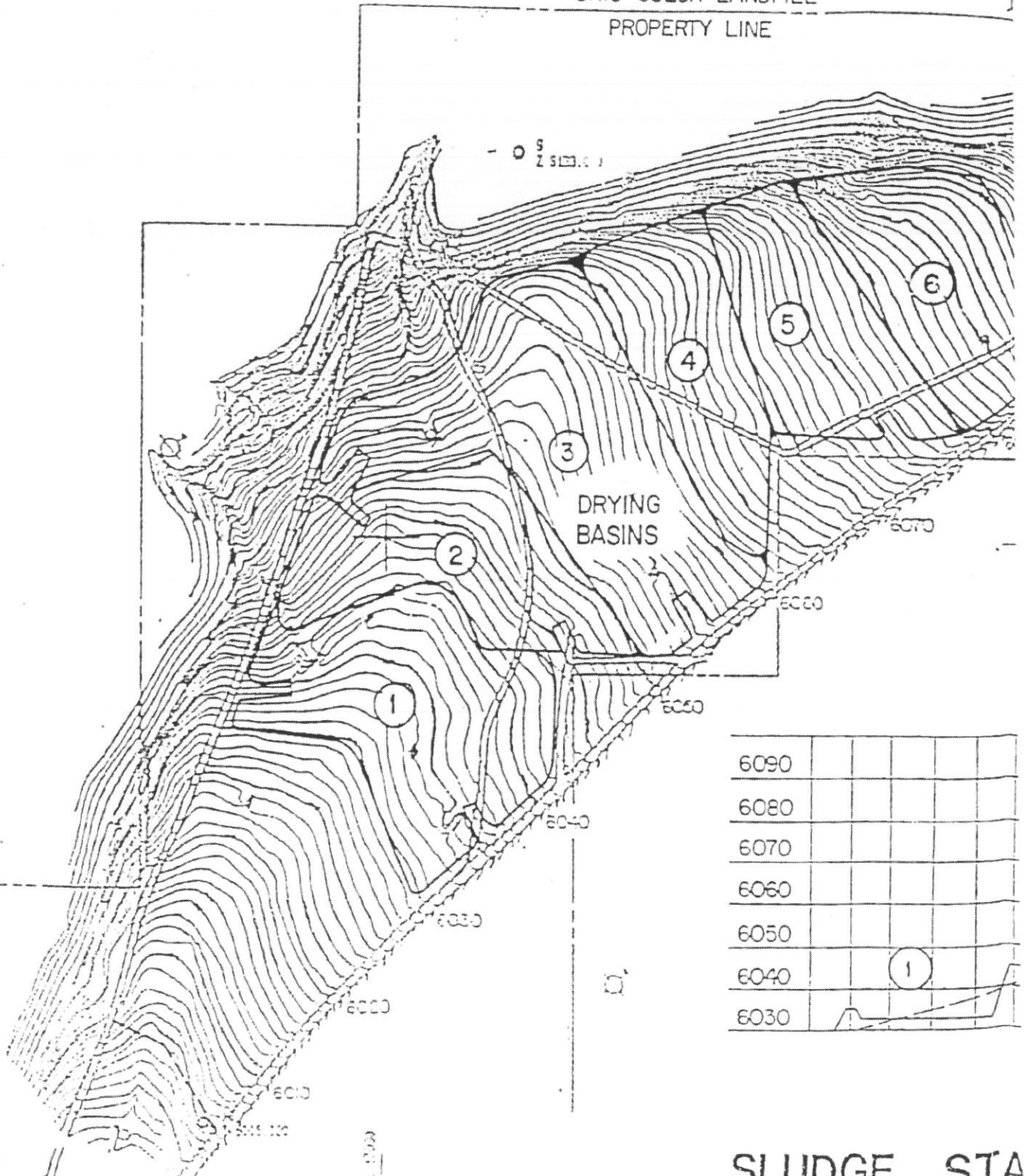
Deanne K. Vassar
Notary Public for Idaho
Residing at HAILEY
Commission expires: 8/14/2001

OHIO GULCH LANDFILL
PROPERTY LINE

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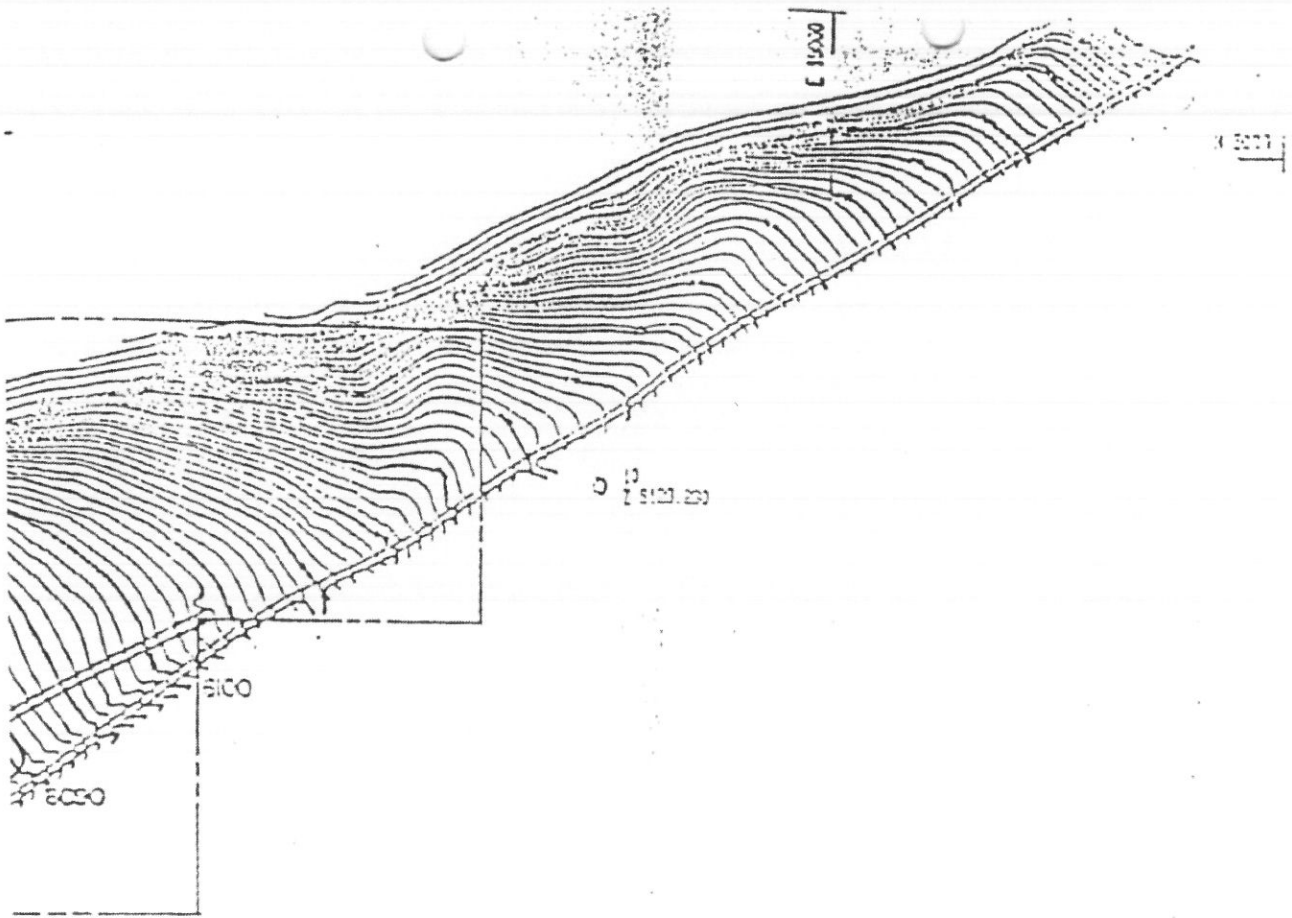
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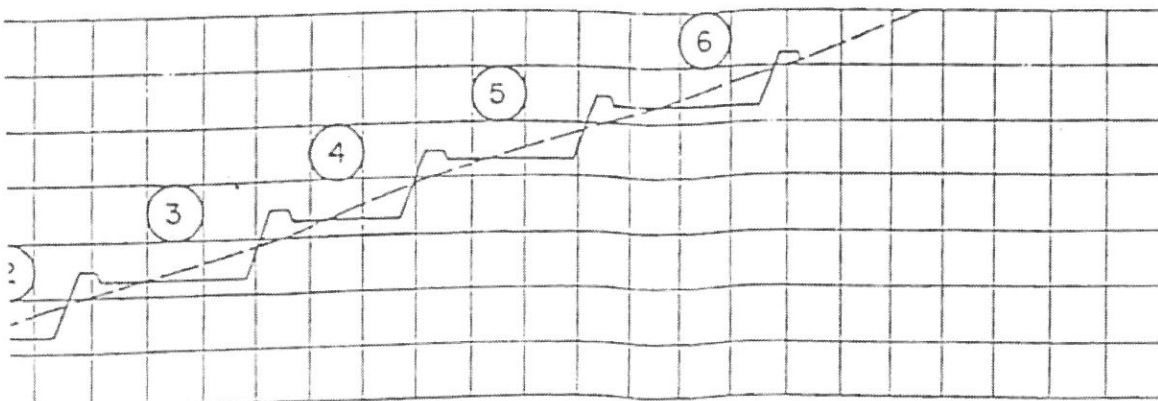
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SLUDGE STA

Transfer Station & G. & H. house



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PROFILE - SLUDGE DRYING BASINS

WATER TREATMENT FACILITIES

FIGURE 5

Exhibit B

 *Ohio Gulch Sludge Management Site*
(Sewage Sludge Area)

 *cedures Manual*

September 1, 1998



Prepared by:

Earth Tech
1299 North Orchard, Suite #301
Boise, Idaho 83709
(208) 375-8324

EARTH  TECH
A TYCO INTERNATIONAL LTD. COMPANY

OHIO GULCH SLUDGE MANAGEMENT SITE
(Sewage Sludge area)
PROCEDURES MANUAL

Introduction

Sludge management facilities were constructed at Blaine County's Ohio Gulch landfill in 1988. The landfill was closed at the end of 1994, and a transfer station was constructed at the site. Southern Idaho Solid Waste personnel currently operate the sludge facilities as well as the transfer station. Municipal wastewater treatment plant sludge (sewage sludge), septage, grease trap wastes and car wash/shop sump wastes are accepted at the Ohio Gulch sludge management area.

All parties disposing of sludge at the site have an interest in maintaining the availability of this service. Continued compliance with regulatory requirements and effective management practices will allow sludge disposal to continue without adverse effects.

The intent is to develop separate areas for the various types of wastes. New facilities will be constructed for septage, grease trap and car wash/shop sump wastes. The existing facilities will be used solely for sewage sludge.

The purpose of this manual is to formalize operations procedures, and provide a protocol for contracts between Southern Idaho Solid Waste and municipal facility users.

Definitions

In this document, *sludge* is a general term that includes wastewater treatment plant sludge, septage (septic tank pumpings), grease trap wastes and car wash/shop sump wastes. *Sewage sludge* is used to refer only to those categories of sludge covered by federal standards in Part 503, specifically wastewater treatment plant sludge.

Two characteristics of sewage sludge that affect its final use or disposal are pathogens and vector attraction. *Pathogens* are disease-causing organisms, such as viruses and certain bacteria. *Vector attraction* is the characteristic of sewage sludge that attracts rodents, flies, mosquitoes, or other organisms capable of transporting infectious agents.

Facilities Description

Access to the sludge management site is controlled at the transfer station gatehouse. An upper and lower road lead up the valley to the sludge stabilization/disposal facilities constructed in 1988, consisting of a spreading area followed by a series of six sludge drying basins. Spreading of sludge will be discontinued, and the drying basins will be utilized year-round.

Sludge stabilization/disposal facilities constructed in 1988 included a series of six sludge drying basins with volumes as shown below. The drying basins are fenced, with cables at each unloading ramp serving as gates.

SLUDGE DRYING BASIN VOLUMES

<u>Basin Number</u>	<u>Capacity (Volume at 9" depth)</u>
1	452,600 gallons
2	325,600 "
3	647,900 "
4	283,600 "
5	292,100 "
6	<u>383,100</u> "

Total 2,385,100 gallons

The sludge drying basins were designed to provide further stabilization of municipal wastewater treatment sludge and septage before disposal, in accordance with federal regulations (40 CFR Part 257) in effect at the time. These regulations required treatment by a Process to Significantly Reduce Pathogens (PSRP). Air drying as a PSRP was defined as draining/drying liquid sludge at a 9-inch depth for a minimum of three months, with two months at temperatures averaging above 32° F on a daily basis.

Basins 1, 2 and 3 each have two paved unloading ramps. The upper road, along the west side of the drying basins, provides access to the west loading ramps in Basins 1, 2 and 3. The lower road on the east is used to access loading ramps on the east in all basins. During the winter, the upper road beyond Basin 1 is not usable by the large sludge trucks from the treatment plants. An access ramp, sloped at 4.5 to 10 percent, is provided for equipment access at each basin.

Final disposal of air dried sludge removed from the basins is on a surface disposal site east of the drying basins. The dried sludge is used on the site as cover for construction and demolition waste.

Applicable Regulations

Federal standards in 40 CFR Part 503 pertain to the use or disposal of sewage sludge. Sewage sludge in Part 503 is defined as residue (scum and solids) generated during the treatment of domestic sewage in a treatment works. Though domestic septage (from septic tanks or portable toilets) is included in this definition, septage containing commercial or industrial septage (including grease trap wastes) is specifically excluded. The standards apply only to the final disposition of the sewage sludge, and not to treatment or storage (less than two years) on the land.

The disposal method at the Ohio Gulch Sludge Management Site is categorized as surface disposal. Part 503 regulations are applicable only to the disposal of sewage sludge, while Part 257 regulations apply to the disposal of grease trap wastes, car wash/shop sump wastes and mixed septage. Since the non-sewage sludge areas will be managed by an entity separate from the cities, only Part 503 wastes (specifically municipal wastewater treatment plant sludge) will be dealt with in this document.

Of the various use/disposal options for sewage sludge covered in Part 503, surface disposal has the least stringent requirements relative to sludge quality, operation and management standards, and monitoring.

Management Procedures

Waste Segregation

Since Part 503 standards apply only to sewage sludge, no other types of sludge wastes (including septage) should be mixed with the sewage sludge. (Typical septage loads hauled to the Ohio Gulch site are mixed loads - containing commercial septage - which do not fall under Part 503.). To facilitate segregation of the various types of waste, separate areas have been provided for wastewater treatment plant sludge and all other wastes.

Sewage sludge will be placed year-round in the existing sludge drying basins. New basins below the existing basins will be used for septage/grease trap and car wash/shop sump wastes.

Access Control

Access to areas used for treating or disposing of sludge needs to be controlled to protect public health, ensure proper operation, and prevent potential damage to facilities. Fences around the management site and a cattle guard near the transfer station serve to restrict access by the public and grazing animals. To prevent mixing of various types of sludge, signs are proposed to direct various haulers to the proper treatment management area for their waste

load. Locks on the gates at the various disposal areas would help to prevent unauthorized access.

Management practices prescribed in Part 503 require the following access restrictions at the surface disposal area:

1. Restriction of public access to the surface disposal site during the period that sewage sludge is being placed on the site, and for three years after placement of sludge ceases {503.24(m)}.
2. No grazing of animals on an active surface disposal area (unless it is demonstrated that public health and the environment are protected through management practices from anticipated adverse effects of sewage sludge pollutants) {503.24(l)}.

To meet Part 503 site restrictions, access to the portion of the construction/demolition waste disposal area designated for surface disposal of sludge will be restricted to Southern Idaho Solid Waste and city operating personnel.

Incoming Waste Analysis and Screening

Screening of incoming wastes is prudent to insure that the waste accepted at the Ohio Gulch sludge management site is suitable for surface disposal without adversely affecting public health or the environment. The cities will be responsible for screening sewage sludge hauled to the site.

Though there are no specific federal requirements for testing sewage sludge until final disposal, analysis of the incoming waste provides a means to identify potential problems before disposal. Monitoring of pollutant levels in the incoming sewage sludge should be at the same frequency as required for final disposal. This is based on the amount of sewage sludge in metric tons per year, dry weight basis.

Since the required frequency of monitoring is based on the amount of sewage sludge placed on the land, quantities of treatment plant sludge delivered to the Ohio Gulch site by each generator need to be determined. Amounts placed on the spreading area and in various basins should be recorded. Before delivery to the site, the pollutants applicable to the final disposal method should be measured. In the case of surface disposal, these are arsenic, chromium and nickel.

Proposed procedure:

- On a monthly basis, each treatment plant to record volumes, % solids of sludge delivered to Ohio Gulch and calculate metric tons (dry weight) of sludge.
- Each hauler to log amounts of sludge placed on spreading area and in each basin.
- Each plant to test waste sludge for arsenic, chromium, nickel in accordance with monitoring frequency required for final disposal.

Operation and Management of Treatment Areas

Facilities at Ohio Gulch used to treat the sludge for final disposal need to be managed to insure that no adverse environmental effects result from operation, and that the treated sludge will meet federal disposal standards.

- Sludge is to be placed in drying basins at a maximum 9-inch depth. Spread as necessary to disperse from unloading area. Disk beginning in spring to aid drying.
- Dried sludge can be removed from basins when PSRP criteria have been met: drying for at least 3 months, 2 of which have ambient average daily temperature above freezing.
- Runoff control should be provided to prevent sludge from leaving the site, or causing potential water pollution or health concerns.

Operation and Management of Surface Disposal Area

General Requirements and Management Practices

Part 503, Subpart C specifies general requirements and management practices for the surface disposal of sewage sludge. Applicable items are summarized below.

1. Site location & restrictions {503.24(a) through (f)}
 - a. Active disposal site not located within 60 meters of fault, in unstable area or in wetland
 - b. No placement of sewage sludge if likely to adversely affect threatened/endangered species, or its critical habitat
 - c. Active disposal area shall not restrict 100-year flood flow
 - d. If in seismic impact zone, design to withstand maximum recorded horizontal ground level acceleration
 - e. No food, feed or fiber crops grown on active disposal site (unless it is demonstrated that public health and the environment are protected through management practices from any reasonably anticipated adverse effects of sewage sludge pollutants)
2. Closure {503.22(c), (d)}
 - a. Submit written closure plan 180 days prior to date of closing active sewage sludge disposal area
 - b. Written notification to subsequent owner of site re placement of sewage sludge
3. Runoff management {503.24(g)}
 - a. Collect runoff and dispose in accordance with NPDES permit requirements
 - b. Collection system capacity for runoff from 24-hour, 25-year storm event
4. Methane gas limits {503.24(j)}
 - a. Not exceed 25 percent of lower explosive limit (LEL) in any structure within surface disposal site, and LEL (5% by volume in air) at disposal site property line
 - b. While site is active and for three years after closing

To satisfy requirements for runoff management, it is suggested that runoff at the surface disposal site be eliminated by preventing runoff from adjacent areas. This can be accomplished with small collector ditches on the uphill side of the disposal site to route runoff away from the site.

Pathogen Standards

Operational standards for disposal of sewage sludge deal with pathogens and vector attraction reduction. With respect to pathogens, sewage sludge can be classified as Class A or Class B. Class B sludge involves a lower level of treatment and less testing than Class A, but requires site restrictions (harvesting of crops, grazing, public access) that Class A does not.

Class A sludge is required for application of sewage sludge to a lawn or home garden, and when sludge is sold or given away. Class B sludge can be used for other land application options (agricultural land, forest, public contact site or reclamation site), and for surface disposal.

Treatment in a PSRP (e.g. air drying) classifies a sewage sludge as Class B. Site restrictions for a Class B sludge {503.32(b)(5)} include prohibiting grazing and restricting public access for 30 days after application of sewage sludge. For surface disposal of sewage sludge, either Class B requirements must be met or the sludge must be covered at the end of each working day.

The current air drying treatment process at the Ohio Gulch sludge management site meets Class B pathogen requirements.

Vector Attraction Reduction

Part 503.33(b) provides eleven options for vector attraction reduction. Any of these options may be used to meet the vector attraction reduction requirements for surface disposal.

The simplest vector attraction reduction (VAR) options for sewage sludge include injecting below the land surface, incorporating into the soil within 6 hours after application, covering at the end of each operating day, or raising the pH above 12. The remaining VAR options require measurement of various characteristics such as volatile solids, temperature, and oxygen uptake.

At the Ohio Gulch sludge management site, incorporation into the soil or daily cover are the recommended VAR methods for sewage sludge.

Pollutant Limits

Pollutant limits for surface disposal sites are dependent on the distance from the active sludge disposal area to the property line. Sewage sludge placed on the existing Ohio Gulch disposal area, which is over 150 meters from the property line, can have the following maximum

concentrations (milligrams per kilogram, dry weight basis): arsenic 73, chromium 600, and nickel 420. If a new disposal area closer to the property line than 150 meters is selected, pollutant limits would be reduced in accordance with Table 7 in Part 503 {503.23}. The specified pollutants are to be monitored in accordance with Part 503 requirements for frequency of monitoring, as discussed in the following section.

Testing, Records and Reporting

Testing, records and reporting are the responsibility of the waste generators and haulers. This section addresses Part 503 requirements relative to disposal of sewage sludge.

The treatment and disposal methods employed at the Ohio Gulch sludge management site require the least monitoring of the Part 503 options. Pathogen density measurements are not specified for sewage sludge treated in a PSRP, and vector attraction reduction by incorporation or covering does not involve any testing. Monitoring requirements for surface disposal include specific pollutants, methane gas concentrations and groundwater.

Testing

Sewage sludge placed on a surface disposal site is to be monitored for arsenic, chromium and nickel at a frequency determined by the amount of sludge placed in a year. Annual monitoring is required for amounts less than 290 metric tons; amounts between 290 and 1500 metric tons require quarterly monitoring. (After two years of monitoring, the permitting authority may reduce the required frequency to no less than once a year.)

Based on the total 360 metric tons of wastewater treatment plant sludge delivered to Ohio Gulch in 1996, monitoring would be required on a quarterly basis

Composite samples may be used for determining the pollutant concentrations in the sewage sludge for surface disposal. Equal amounts of dried sludge should be taken from at least 3 locations in each basin, and mixed to produce a representative sample of sludge for that basin. The basin composite samples should then be combined in proportion to the respective basin volumes. Duplicate samples should be provided for pollutant testing.

The air in structures within a surface disposal site and at the property line of the surface disposal site is to be monitored continuously for methane gas during the period that sludge is being placed on the site, and for three years after the disposal area is closed.

A groundwater monitoring program developed by a qualified groundwater scientist (or certification by same) is necessary to demonstrate that sewage sludge placed on a sludge disposal site does not contaminate an aquifer{503.24(n)}.

Records

Part 503 requires the following records to be developed and retained for five years by the person who prepares the sewage sludge for final disposal:

1. Pollutant concentrations of sewage sludge placed on surface disposal site
2. Certification statement:
"I certify, under penalty of law, that the pathogen requirements in 503.32(b)(3) have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine the pathogen requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment."
3. Description of how pathogen requirements in {503.32(b)(3)} are met (description of PSRP operation)

The following records are required to be developed and retained for five years by the owner/operator of the surface disposal site:

1. Pollutant concentrations of sewage sludge if placed on surface disposal site closer to property line than 150 meters (not applicable to current disposal area at Ohio Gulch)
2. Certification statement:
"I certify, under penalty of law, that the management practices in 503.24 and the vector attraction reduction requirement in 503.33(b)(?) have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that the management practices and the vector attraction reduction requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment."
3. Description of how the management practices in 503.24 are met.
4. Description of how vector attraction reduction requirements in 503.33(b)(?) are met. (injection or daily cover only)

Reporting

Publicly-owned wastewater treatment facilities with a design flow equal to or greater than one million gallons per day (1 mgd) are to submit the information specified above for the person who prepares the sewage sludge for final disposal. This is to be submitted to the permitting authority by November 25 of each year.

Facilities Maintenance

Sludge management facilities requiring maintenance include the sludge treatment and disposal areas, plus access roads, fences and drainage control ditches. Maintenance of the sludge drying basins involves checking for and repairing erosion of the dikes or damage from

burrowing animals. Drainage control ditches should be maintained by periodic removal of debris and excess vegetation.

Access roads may need to be graded periodically. Snow removal is also required to maintain winter access on the upper and lower roads, and the basin unloading ramps. The upper road will need to be cleared to Basin 1 for treatment plant trucks. The lower road needs to be maintained for year-round access to all existing basins by treatment plant trucks (as well as for contract haulers to the new basins).

SECOND ADDENDUM TO LEASE AGREEMENT

THIS SECOND ADDENDUM AGREEMENT, effective as of the date hereinbelow stated, is entered into by and between the COUNTY OF BLAINE, a political subdivision of the State of Idaho, hereinafter referred to as "County," and the CITIES OF KETCHUM AND HAILEY, Idaho, municipal corporations, and the SUN VALLEY WATER AND SEWER DISTRICT, a water and sewer district existing under and by virtue of the laws of the State of Idaho, which entities are hereinafter collectively referred to as "Cities."

RECITALS

1. On April 5, 1999, the parties entered into a lease agreement concerning real property located in the Ohio Gulch area of Blaine County for the use of "drying fields" for sludge generated from wastewater treatment plants operated by the Cities, hereinafter referred to as "lease agreement," which is attached to this ADDENDUM TO LEASE AGREEMENT as Exhibit A and hereby incorporated by reference herein.

2. The lease agreement included a term of twenty years and expired on April 5, 2019.

3. On April 2, 2019, the parties entered into an Addendum to Lease Agreement, hereinafter referred to as "first addendum," which extended the termination of the lease agreement until April 5, 2020. The first addendum is attached to this SECOND ADDENDUM TO LEASE AGREEMENT and hereby incorporated by reference herein.

4. The parties wish to extend the term of the lease agreement so that it is valid and in force until November 31, 2021.

5. In addition to the extended term, the parties agree that all existing terms in the lease agreement are still applicable.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereby agree to this SECOND ADDENDUM TO LEASE AGREEMENT as follows:

1. Term. The lease agreement shall be in full force and effect until its expiration on November 31, 2021. All prior lease agreement terms shall conform to the November 31, 2021, termination date.

2. Existing Lease. All other terms of the lease agreement provided herein remain in full force and effect.

Agreement entered into and effective as of this _____ day of _____, 2020.

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

By _____
JACOB GREENBERG, Chairman

Jolynn Drage, Clerk

“CITIES”

By _____
MARTHA BURKE, Mayor
City of Hailey

ATTEST:

MARY CONE
Hailey City Clerk

By _____
NEIL BRADSHAW, Mayor
City of Ketchum

ATTEST:

ROBIN CROTTY
Ketchum City Clerk

SUN VALLEY WATER AND SEWER DISTRICT

By _____
JAMES D. LOYD, President

ATTEST:

JEANENE PARKER, Treasurer

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM AGREEMENT, effective as of the date hereinbelow stated, is entered into by and between the COUNTY OF BLAINE, a political subdivision of the State of Idaho, hereinafter referred to as "County", and the CITIES OF KETCHUM AND HAILEY, Idaho, municipal corporations, and the SUN VALLEY WATER AND SEWER DISTRICT, a water and sewer district existing under and by virtue of the laws of the State of Idaho, which entities are hereinafter collectively referred to as "Cities".

RECITALS

1. On April 5, 1999, the parties entered into a lease agreement concerning real property located in the Ohio Gulch area of Blaine County for the use of "drying fields" for sludge generated from wastewater treatment plants operated by the Cities, hereinafter referred to as "lease agreement", which is attached to this ADDENDUM AGREEMENT as Exhibit A and hereby incorporated by reference herein.

2. The lease agreement included a term of twenty years and is set to expire on April 5, 2019.

3. The parties wish to extend the term of the lease agreement so that it is valid and in force until April 5, 2020.

4. Besides the extended term, the parties agree that all existing terms in the lease are still applicable.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereby agree to this ADDENDUM TO LEASE AGREEMENT as follows:

1. Term. The lease agreement shall be in full force and effect until its expiration on April 5, 2020. All prior lease agreement terms shall conform to the April 5, 2020 termination date.
2. Existing Lease. All other terms of the lease agreement provided herein remain in full force and effect.

Agreement entered into and effective as of this _____ day of _____,
2019.

BLAINE COUNTY BOARD OF COUNTY
COMMISSIONERS

ATTEST:

By _____
ANGENIE MCCLEARY, Vice Chair

Jolynn Drage, Clerk

“CITIES”

FRITZ X. HAEMMERLE, Mayor
City of Hailey

ATTEST:

MARY CONE
Hailey City Clerk

NEIL BRADSHAW, Mayor
City of Ketchum

ATTEST:

ROBIN CROTTY
Ketchum City Clerk

JAMES D. LOYD, President
Sun Valley Water and Sewer District

ATTEST:

JEANENE PARKER,
Treasurer