

COUNTY OF SAN MATEO**Inter-Departmental Correspondence****Date:** July 23, 2001**Board Meeting Date:** August 7, 2001

TO: Honorable Board of Supervisors

FROM: Neil R. Cullen, Director of Public Works

SUBJECT: **Agreements for the Transmission, Treatment and Disposal of Sewage from the Town of Woodside's Town Center Sewer Assessment District**

RECOMMENDATION

Acting as the governing Board of the Fair Oaks Sewer Maintenance District (FOSMD), adopt resolutions authorizing the President of the Board to execute agreements with:

- 1) the Town of Woodside for the transmission of sanitary sewage from the Town of Woodside's Town Center Sewer Assessment District (TCSAD) through FOSMD's facilities, to facilities operated by the City of Redwood City; and
- 2) the Town of Woodside and the City of Redwood City for transmission, treatment and disposal of sewage from the TCSAD by the City of Redwood City.

Previous Board Action

Entered into an agreement in 1971 with the Town of Woodside, which provides for the interim transmission, treatment and disposal of sanitary sewage from a portion of the TCSAD.

Key Facts

1. The agreements for sewage transmission and collection are necessary to provide for the transport and treatment of the sewage from the enlarged TCSAD and for the payment of costs associated with said transport and treatment.
2. The proposed agreements also provide for additional connections for properties with failing septic systems that are located within the corporate limits of the Town near Jefferson Avenue and Canada Road.

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The Woodside TCSAD was originally created to provide sanitary sewer service to the commercial area of the Town located at the intersection of Canada and Woodside Roads. The Town expanded the boundaries of the TCSAD generally westerly along Woodside Road in order to provide sanitary sewer service to properties that were experiencing failing septic systems. The Town also wishes to provide for the future connections of properties near the intersection of Jefferson Avenue and Canada Road which may also experience failing septic systems.

Discussion

Woodside (TCSAD)/Fair Oaks District (FOSMD) Agreement

The County Manager, Town Manager and the respective Town and County staff's have negotiated the TCSAD/FOSMD agreement, which has been approved by the Woodside Town Council. The terms of the agreement provides that the Town will pay FOSMD:

1. an annual sewer transportation fee equal to one-third of the District's sewer service charge (currently \$174) for each Residential Unit Equivalent (one residential connection) that is connected into the TCSAD.
2. a one-time connection fee of \$1,000 for each property connected prior to June 30, 1999. For connections made after July 1, 1999, the connection fee is increased annually by the change in the Construction Cost Index for the previous calendar year.
3. two percent (2%) of the cost of rehabilitation or capacity improvement projects on sewer mains that transport TCSAD sewage.

In return, FOSMD will transport TCSAD's sewage through its facilities to Redwood City for treatment.

Woodside, Redwood City and Fair Oaks District Agreement

Redwood City is part of the South Bayside System Authority (SBSA), a joint powers agency of the cities of Belmont, Redwood City and San Carlos, and the West Bay Sanitary District. The SBSA operates a wastewater treatment plant that processes the effluent from the four member agencies' service areas, and the capacity rights to the SBSA wastewater treatment plant is vested with the four agencies.

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The Town has executed the three party agreement with Redwood City which provides that Redwood City will use a portion of its capacity rights in the SBSA plant to treat TCSAD's effluent, but FOSMD also needs to be signatory to this agreement since TCSAD's effluent is transported through and enters Redwood City via FOSMD's sewer facilities. The negotiations for the separate FOSMD/TCSAD agreement have now been complete as explained above and we are recommending execution of this three party agreement if your Board approves the FOSMD/TCSAD agreement.

Fiscal Impact

Woodside has deposited \$238,907.64 with FOSMD in recognition that the TCSAD has been provided with transport services by FOSMD for the period July 1, 1987 through January 1, 2001. This payment was based upon the terms of the proposed agreement including interest on the past due amount.

The estimated amount that would be paid annually by Woodside to the Fair Oaks Sewer Maintenance District for transporting the TCSAD sewage is \$9,000, plus any costs associated with upgrading the sanitary sewer lines that are transporting TCSAD sewage.

There is no impact to the General Fund.

A form of resolution has been approved by County Counsel.



Neil R. Cullen
Director of Public Works

NRC:JSD:cda

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cc: Milt Mares, County Counsel
Brian C. Lee, P.E., Division Manager, Programs and Engineering Services
Walt Callahan, Flood Control & Utilities Manager
Susan George, Town Manager, Woodside
Ed Everett, City Manager, Redwood City
Joe D'Angelo, Management Analyst, Flood Control and Utility Services

Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

*** * * * ***

**Resolution Authorizing Execution of an Agreement with the
Town of Woodside for Transmission of Sanitary Sewage
from the Town Center Sewer Assessment District**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, as the Governing Board of the Fair Oaks Sewer Maintenance District, that

WHEREAS, the City of Redwood City is a party to that certain joint exercise of powers agreement by and between the Cities of Belmont, Redwood City and San Carlos, and the West Bay Sanitary District which established the South Bayside System Authority (SBSA); and

WHEREAS, the SBSA operates and maintains wastewater treatment plant facilities to serve SBSA's service area; and

WHEREAS, the Town Center Sewer Assessment District (TCSAD) comprises a portion of the incorporated territory of Woodside; and

WHEREAS, the TCSAD is within the sanitary sewage service area of the SBSA; and

WHEREAS, the Fair Oaks Sewer Maintenance District (FOSMD), on March 30, 1971, entered into an agreement with the Town of Woodside for the interim transmission, treatment and disposal of sewage emanating from a portion of the TCSAD; and

WHEREAS, Town has negotiated a separate agreement with the City of Redwood City which provides for the transport, treatment, and disposal of sewage from the TCSAD by the City of Redwood City, but does not provide for the transmission of TCSAD sewage through the FOSMD's sanitary sewer facilities; and

WHEREAS, FOSMD's facilities can transport the Town's sanitary sewage from TCSAD through its sanitary sewer facilities to Redwood City's facilities with eventual treatment and disposal through the SBSA's Treatment Plant; and

WHEREAS, there has been presented to this Board an agreement which supercedes the agreement entered into by Woodside and FOSMD dated March 30, 1971, and which provides for said transport of the TCSAD's sewage, and this Board has reviewed and considered same:

NOW THEREFORE, IT IS ORDERED THAT the President of the Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement on behalf of the Fair Oaks Sewer Maintenance District, and the Clerk of the Board of Supervisors be, and is hereby authorized to attest to said Agreement and affix the Corporate Seal of the County of San Mateo.

* * * * *

RESOLUTION NO. 2001 - 6267

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODSIDE
APPROVING AN AGREEMENT FOR TRANSMISSION OF SANITARY SEWAGE
BY AND BETWEEN THE FAIR OAKS SEWER MAINTENANCE DISTRICT
AND THE TOWN OF WOODSIDE

WHEREAS, the Town Center Sewer Assessment District (TCSAD) comprises a portion of the incorporated territory of Woodside; and

WHEREAS, on March 30, 1971, the Fair Oaks Sewer Maintenance District (FOSMD) and the Town of Woodside entered into an agreement providing for the interim transmission, treatment, and disposal of sanitary sewage emanating from a portion of the TCSAD, and on March 6, 1973, did supplement said agreement; and

WHEREAS, the TCSAD is within the sanitary sewage service area of the South Bayside System Authority (SBSA), and the SBSA operates and maintains sewage treatment plant facilities to serve SBSA's service area; and

WHEREAS, the City of Redwood City is a party to that certain joint exercise of powers agreement by and between the Cities of Belmont, Redwood City and San Carlos and the West Bay Sanitary District establishing the SBSA; and

WHEREAS, said sewage transport, treatment, and disposal agreement between the Town of Woodside, FOSMD, and Redwood City, which was approved the Town Council on July 9, 1996, provides solely for a) the transport of TCSAD sewage from the FOSMD's Sanitary sewage facilities to those of the SBSA, and b) the furnishing of sewage treatment capacity rights and rights of service and use for the TCSAD; and does not provide for the transmission of TCSAD sewage through the FOSMD's sanitary sewage facilities; and

WHEREAS, the FOSMD is willing to transport the Town's sanitary sewage emanating from TCSAD through its sanitary sewage facilities for transport through Redwood City's facilities and eventual treatment in and disposal through the SBSA's Treatment Plant, and both the FOSMD and the Town desire to provide this sanitary sewage transport.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WOODSIDE that the agreement for the transmission of sanitary sewage for the Town Center Sewer Assessment District by and between the Fair Oaks Sewer Maintenance District and the Town of Woodside is approved and the Town Manager is authorized to execute the agreement on behalf of the Town.

I hereby certify that the above
is a true copy

of: Resolution 2001-6267

Date: 5/24/01

Town Clerk

By: Jane B. Kuehn

* * * *

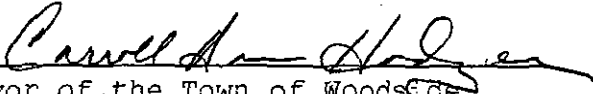
Passed and adopted by the Town Council of the Town of Woodside, California, at a meeting thereof held on the 8th of May 2001, by the following vote of members thereof:

AYES, and in favor thereof, Councilmembers: Boynton, Goeld, Putnam,
Sinclair, Tanner

NOES, Councilmembers: None


ABSENT, Councilmembers: None

RECUSED, Councilmembers: Blake, Mayor Hodges



Mayor of the Town of Woodside

ATTEST:



Clerk of the Town of Woodside
TownCenterSewerAgreement050801.rsl

**AGREEMENT FOR TRANSMISSION OF SANITARY SEWAGE
BY AND BETWEEN THE FAIR OAKS SEWER MAINTENANCE DISTRICT
AND THE TOWN OF WOODSIDE**

THIS AGREEMENT made and entered into this 8 day of MAY, 2001, by and between the FAIR OAKS SEWER MAINTENANCE DISTRICT, a sewer maintenance district, hereinafter called "Fair Oaks", and the TOWN OF WOODSIDE, a municipal corporation, hereinafter called "Woodside";

WITNESSETH:

WHEREAS, the Town Center Sewer Assessment District, hereinafter called "TCSAD," comprises a portion of the incorporated territory of Woodside and is more particularly delineated in Exhibit "A" attached hereto and by reference incorporated herein; and

WHEREAS, on March 30, 1971, Fair Oaks and Woodside entered into an agreement providing for the interim transmission, treatment, and disposal of sanitary sewage emanating from a portion of TCSAD, and on March 6, 1973, did supplement said agreement; and

WHEREAS, TCSAD is within the sanitary sewage service area of the South Bayside System Authority, hereinafter called "SBSA," which SBSA operates and maintains sewage treatment plant facilities to serve SBSA's service area; and

WHEREAS, the City of Redwood City, hereinafter called "Redwood City," is a party to that certain joint exercise of powers agreement by and between the Cities of Belmont, Redwood City and San Carlos and the West Bay Sanitary District establishing the SBSA; and

WHEREAS, pursuant to that certain agreement dated April, 24 2001, by and between Redwood City, Fair Oaks, and Woodside, Redwood City has agreed to transport TCSAD sewage from Fair Oaks' Sanitary Sewage Facilities to SBSA via Redwood City's mainline and to provide for the treatment and disposal of TCSAD sewage, including the rental of sewage treatment capacity and the eventual purchase of permanent capacity rights; and

WHEREAS, said sewage transport, treatment, and disposal agreement between Woodside, Fair Oaks, and Redwood City, dated April, 24 2001, provides solely for a) the transport of TCSAD sewage from Fair Oaks' Sanitary Sewage Facilities to those of SBSA, and b) the furnishing of sewage treatment capacity rights and rights of service and use for TCSAD; and does not provide for the transmission of TCSAD sewage through Fair Oaks' Sanitary Sewage Facilities; and

WHEREAS, Fair Oaks is willing to transport Woodside's sanitary sewage emanating from TCSAD through Fair Oaks' Sanitary Sewage Facilities for transport through Redwood City's facilities and eventual treatment in and disposal through SBSA's Treatment Plant, and Fair Oaks and Woodside desire to provide this sanitary sewage transport therefore, subject to all of

the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the above premises and the mutual promises herein contained, the parties hereto hereby agree as follow:

I. DEFINITIONS

The following words or phrases wherever used in this agreement shall have the meanings hereinafter respectively ascribed thereto:

A. SBSA. The South Bayside System Authority, a public entity established by that certain joint exercise of powers agreement made and entered into pursuant to Articles I and II (commencing with Section 6500) of Chapter 5, Division 7, Title I of the Government Code of the State of California and entered into by and between the Cities of Belmont, Redwood City and San Carlos, municipal corporations of the State of California, and the West Bay Sanitary District, a sanitary district formed pursuant to the Sanitary District Act of 1923 (Division 6 commencing with Section 6400 of the Health and Safety Code of the State of California).

B. SBSA's Treatment Plant. That sanitary sewage treatment plant and associated appurtenances and facilities operated and maintained by the SBSA as a part of SBSA's sanitary sewage facilities under and pursuant to said joint exercise of powers agreement.

C. Fair Oaks. The Fair Oaks Sewer Maintenance District, a maintenance district organized and existing under and pursuant to Chapter 26 of Part 3 of Division 7 of the Streets and Highways Code (Section 5820 et. seq.), State of California.

D. Fair Oaks' Sanitary. Those sanitary sewage facilities operated and maintained by Fair Oaks pursuant to the system of collection and transmission of sanitary sewage.

E. Fair Oaks' Sewer Service Charge Rate. The rate, adopted by the San Mateo County Board of Supervisors, used to calculate the annual sewer service charge levied against properties within Fair Oaks to fund the operation, maintenance and capital improvement of Fair Oaks.

F. R.U.E. Residential Unit Equivalent, the equivalent number of connections to a sanitary sewage system assuming all connections were those of single residences.

G. Sanitary Sewage. Waste and wastewater as defined in Fair Oaks' Sanitary Sewage Ordinance, as now or hereafter amended.

H. TCSAD. Town Center Sewer Assessment District, the territory of which is delineated on Exhibit "A", attached hereto and includes an Expansion Area shown in said Exhibit "A".

I. Woodside. The Town of Woodside, a municipal corporation of the State of California.

J. Woodside's Sanitary - Those sanitary sewage facilities constructed pursuant to the assessment district proceedings described in paragraph I. H of this agreement and those existing sanitary sewage facilities within TCSAD delineated as "Existing Facilities to be Woodside Maintained" and the Expansion Area also to be maintained by Woodside, both on said Exhibit "A" attached hereto.

K. Expansion Area. That area shown on Exhibit "A" as the service area to which sewer services are to be extended

II. OWNERSHIP

Title to all of Woodside's Sanitary Sewage Facilities, as said facilities are defined in Paragraph I. J, are vested in Woodside and, except as herein otherwise provided, shall be operated and maintained by Woodside.

III. FAIR OAKS COOPERATION

It is agreed by and between Fair Oaks and Woodside that Fair Oaks consents and agrees that Woodside is hereby authorized to connect Woodside's Sanitary Sewer Facilities to Fair Oaks' Sanitary Sewer Facilities as shown on said Exhibit "A" and that said connection to Fair Oaks' Sanitary Sewage Facilities has been reviewed and approved by Fair Oaks.

Any residential or non-residential connections made to the Fair Oaks System from the area shown in Exhibit "A. 1." after June 30, 2000 shall be charged a connection fee of \$1,000 per R.U.E. escalated annually by engineering new record construction cost index for the San Francisco area. The cost of operation, maintenance, and capital improvements for area shown in Exhibit "A. 1." shall be paid per the provisions of section IV of this agreement.

IV. OPERATION, MAINTENANCE AND CAPITAL IMPROVEMENT COSTS OF FAIR OAK'S SANITARY SEWAGE FACILITIES

- A. For use of Fair Oaks' Sanitary Sewage Facilities to transport TCSAD sewage, Woodside shall pay a sewer transportation fee to Fair Oaks. Said sewer transportation fee due from Woodside to Fair Oaks shall be paid as follows:
1. Woodside shall make payments to Fair Oaks on a biannual basis, with payments due on February 1 and August 1. The payment due on February 1 will be for the period July 1 through December 30 of the previous calendar year. The payment due August 1 shall be for the period January 1 through June 30 of the same calendar year.
 2. Woodside's biannual payment shall be ... of

Residential Unit Equivalents (R.U.E.'s) connected to TCSAD's sanitary sewage facilities and a portion of Fair Oaks' Sewer Service Charge Rate.

3. Woodside's total number of R.U.E.s, calculated at the end of each half of the fiscal year, shall be calculated as follows:
 - a. Each residential connection of the TCSAD system shall equal one R.U.E.
 - b. Each non-residential connection shall be given a number of R.U.E.'s based upon its volume of flow, as follows:
 - i. For each non-residential connection, its average daily sewage flow shall be calculated from the amount of water it uses, as determined from water use records provided by California Water Service Company.
 - ii. For each non-residential connection, its average daily water usage shall be divided by 220 gallons per day to arrive at an equivalent number of R.U.E.s
4. The total number of R.U.E.s for TCSAD shall be the sum of the R.U.E.s found in sections 3.a., and 3.b., above.

To substantiate the above determination of the total R.U.E.s in TCSAD, Woodside shall annually provide Fair Oaks a copy of Woodside's annual Sewer Service and Use Charges Report. Said report includes lists of TCSAD's residential and non-residential customers and the water use records for non-residential customers.

The portion of Fair Oaks Sewer Service Charge Rate, which Woodside shall pay for each R.U.E., shall be one third (1/3). This fraction represents Woodside's share, rounded to the nearest simple fraction, of the portion of Fair Oaks' sewer service charge rate which applies to TCSAD users, once costs for sewage treatment, source control, laterals, and billing are excluded.

Fair Oaks shall provide Woodside, no less than ninety (90) days before the start of the each fiscal year, Fair Oaks' best estimate of what its Sewer Service Charge Rate shall be for the upcoming fiscal year. Woodside requires said information in order to calculate its own sewer service charge rates.

Fair Oaks shall subsequently provide Woodside the actual Fair Oaks Sewer Service Charge Rate for the upcoming fiscal year within thirty (30) days after the start of that fiscal year.

Therefore, the biannual sewer transportation fee paid by Woodside to Fair Oaks shall be one half the product of the total number of TCSAD R.U.E.s during the half of the immediately preceding fiscal year times one third of Fair Oaks' Sewer Service Charge Rate per R.U.E. for that fiscal year.

The sewer transportation fee paid by Woodside to Fair Oaks shall be considered as full compensation for the operation, maintenance, and capital improvement costs for TCSAD sanitary sewage being transported through Fair Oaks' Sanitary Sewage Facilities, except as provided in Paragraph B of this section.

- B. The Town of Woodside acknowledges that Fair Oaks may find it necessary to make rehabilitation or capacity improvements in the sewage transportation system of Fair Oaks, which serves the TCSAD. The District shall prepare, and update annually, a Five Year Capital Improvement Program for rehabilitation and capacity improvements for the sewage lines serving the TCSAD. A copy of the Capital Improvement Program shall be provided to Woodside for the purpose of budget planning. Woodside shall pay the District an amount equal to two percent (2%) of the cost of rehabilitation or capacity improvement projects on sewer mains that transport TCSAD sanitary sewage. The District shall invoice Woodside annually by September 30 for Woodside's share of project costs incurred in the previous fiscal year. Woodside shall pay the District the amount billed with 60 days of being invoiced.

Woodside shall have the right to question the degree to which a capital project may be impacted by the Town's use of that part of the Fair Oaks system. In the event of a dispute concerning the degree to which a capital project may be impacted by the Town's use of that part of the Fair Oaks System, the parties hereto shall use their best efforts to settle the dispute or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association's Arbitration Rules. The cost to arbitrate any dispute shall be shared equally by the Town and District.

V. WOODSIDE'S PAYMENT OF HISTORICAL COSTS TO FAIR OAKS

Prior to fiscal year 1987-1988, Woodside paid Fair Oaks for the complete transmission of sewage emanating from a portion of TCSAD. Fair Oaks then compensated Redwood City for its costs associated with said sewage, as determined by agreements between Fair Oaks and Redwood City. Woodside's payments to Fair Oaks were suspended

in fiscal year 1987-1988 and so no payment has been made since fiscal year 1986-1987. Woodside would like to resolve all outstanding liabilities and do so directly with Fair Oaks and Redwood City and in a manner consistent with this agreement and the sewage transport, treatment, and disposal agreement between Woodside, Fair Oaks Sewer Maintenance District, and Redwood City, dated April, 24, 2001. On August 23, 2000 Woodside paid Fair Oaks \$233,791.74 as retroactive payment back to fiscal year 1987-1988 for the transmission of sewage previously provided by the terms of this contract. This payment includes \$119,000.00 in connection fees and \$114,791.74 for the use of Fair Oaks facilities to transport TCSAD sewage to Redwood City facilities. Fair Oaks agrees to accept the payment of \$233,791.74 as payment in full, including interest, for service provided through June 30, 2000.

Any residential or non-residential connections made to the TCSAD after June 30, 2000, in excess of current connections, shall be charged a connection fee of \$1000 per R.U.E. escalated annually by Engineering News Record construction cost index for the San Francisco area.

VI. SANITARY SEWAGE DISCHARGE LIMITS AND DETERMINATION OF FLOW.

Woodside shall not discharge to SBSA's sanitary sewage system via Fair Oaks Sanitary Sewer Facilities, sanitary sewage exceeding an Annualized Daily Average Flow of 100,000 gallons/day, or the total annual flow, divided by 365. Annualized Daily Average Flow from TCSAD over the course of one year at the time of this agreement's formulation is estimated to be 41,000 gallons per day. Any fines or other penalties levied against Fair Oaks as a result of the flow from TCSAD exceeding the limit of an Annualized Daily Average Flow of 100,000 gallons per day shall be borne wholly by Woodside.

Woodside shall be responsible for maintaining an accurate record of flow discharged into Fair Oaks' Sanitary Sewage Facilities. Woodside's responsibility for monitoring sanitary sewage flow discharged into Fair Oaks' Sanitary Sewage Facilities shall, at a minimum, be as follows:

1. Woodside shall maintain an accurate log of the operation of Woodside's TCSAD pumping station and the quantity of sewage pumped from said station into Fair Oaks' Sanitary Sewage Facilities. The quantity of sewage emanating from the TCSAD pumping station shall be recorded by an accurate flow meter installed at the pump station. Said sanitary sewage flow data for the preceding half of the fiscal year shall be furnished by Woodside to Fair Oaks with each biannual payment due pursuant to article IV of this agreement. In addition Woodside will provide an accurate log of connections not flowing through the pumping station and shall furnish Fair Oaks with that log.
2. Fair Oaks shall have the right to review Woodside's pumping and water consumption and log upon request.

VII. SUBTRACTION OF WOODSIDE'S FLOW FROM FAIR OAKS'

Pursuant to that certain agreement dated April, 24, 2001, by and between Redwood City, Fair Oaks, and Woodside, Redwood City has agreed that in determination of Fair Oaks' sewage flow into

Redwood City, Woodside's flow shall be subtracted out from the total flow from Fair Oaks' to Redwood City's Sewage Facilities. Therefore, Fair Oaks will not in any way be responsible to Redwood City for amount or content of Woodside's sewage flow into Redwood City's Sewage Facilities.

VIII. INFILTRATION AND INFLOW

The parties hereto agree that no storm water connections shall be permitted to their respective sanitary sewage facilities systems and shall make every effort to minimize and control any storm water infiltration and inflow.

IX. LIMITS OF SERVICE FURNISHED BY DISTRICT

The furnishing of the services to Woodside by Fair Oaks herein specified is expressly limited to sanitary sewage services within TCSAD and Expansion Area shown on Exhibit "A". In the event Woodside desires to extend the furnishing of said sewage services to Woodside areas beyond the boundaries shown on Exhibit "A", such extension may, if agreed to by Fair Oaks, be the subject of a supplemental agreement entered into pursuant to Article XXI.

X. UNIFORM ORDINANCE

Woodside has adopted a Uniform Sanitary Sewerage Ordinance substantially in conformance with the requirements of the SBSA and similar to that adopted by Fair Oaks and Redwood City. The parties acknowledge that use of Fair Oaks Sanitary Sewage Facilities by Woodside is expressly conditioned upon the enactment, implementation, and enforcement of said Uniform Sanitary Sewerage Ordinance.

XI. INSPECTION SERVICES; ENFORCEMENT

Woodside shall provide appropriate and adequate inspection services within the TCSAD, which services shall include, but not necessarily be limited to, the provisions of the Uniform Sanitary Sewerage Ordinance effective within Woodside's Service Area. Such enforcement, expressly including but not limited to enforcement of the provisions of said Ordinance pertaining to pre-treatment programs which may be required thereunder within the TCSAD service area, shall be and hereby is, delegated to SBSA. Woodside shall compensate SBSA for all costs and expenses incurred by SBSA in providing such enforcement. Subject to the foregoing concurrence of SBSA, should Woodside assume responsibility for the enforcement of said ordinance.

XII. REGULATIONS

Woodside shall, and hereby agrees to, comply with all rules and regulations enacted or approved by SBSA and/or Redwood City pertaining to the use of SBSA's Treatment Plant and SBSA's and/or Redwood City's Sewage Facilities (defined as "Redwood City's and/or SBSA's Sewerage Facilities" in the Basic Agreement) and which Fair Oaks has agreed to.

XIII. PROHIBITED DISCHARGES

Woodside shall not discharge or permit to be discharged either directly or indirectly into Fair Oaks' Sanitary Sewage Facilities any Sewage or other matter which is prohibited by Fair Oaks' Uniform Sanitary Sewage Ordinance, SBSA regulations, or which otherwise threatens to cause, or will cause, damage to Fair Oaks' or Redwood City's, or SBSA's Sewage Facilities. Woodside hereby grants to SBSA and Fair Oaks the power to take all necessary action to cease or terminate any such discharge.

XIV. UNAUTHORIZED DISCHARGES

Woodside shall notify SBSA and Fair Oaks immediately upon ascertaining that sewage has been deposited into Woodside's or Fair Oaks' Sanitary Sewage Facilities in violation of the Uniform Sanitary Sewage Ordinance effective in TCSAD's Service Area, respectively, or in violation of SBSA's regulations. Such notification shall not relieve or absolve Woodside in any manner whatsoever from liability which may result by reason of such unauthorized discharge. Woodside hereby grants to SBSA and Fair Oaks permission and power to take all necessary action to terminate or cease any such unauthorized discharge.

XV. MAINTENANCE; EMERGENCY CORRECTIONS

Woodside agrees to maintain, repair, replace and operate TCSAD's facilities in good and operable condition so as not to impair the efficiency or operation of Fair Oaks' or SBSA's Sewage Facilities, or exceed the mgd allocations herein specified in Section VI of this agreement, or otherwise to impair the performance of the parties hereunder.

In the event repairs, construction, or other public work is or are necessary or appropriate to be performed within TCSAD area in order to correct, eliminate or abate a condition within said TCSAD area which threatens to cause, causes, or caused damage to Fair Oaks' or Authority's Sewage Facilities, or which otherwise threatens to cause, causes, or caused a violation of any provision of the Uniform Sanitary Sewage Ordinances of Woodside or Fair Oaks, or Authority's regulations, Fair Oaks or SBSA shall give written notice to Woodside thereof and Woodside shall commence such repairs, construction or other work of improvement within a reasonable of such notice and diligently pursue such work to completion.

XVI. HOLD HARMLESS

To the extent permissible by law, Woodside and Fair Oaks each shall agree to defend and indemnify against and to hold each other, their respective governing bodies, and their respective commissions, officers, employees, agents, and attorneys, and SBSA, its governing commission, officers, employees, agents, and attorneys, harmless from any liability for damages or claims for damages (including attorney's fees) or claims for damages resulting, or alleged to have resulted, from personal injury, including death and/or for liability for damages (including attorneys' fees) or claims for damages to property or loss thereof including loss of use or value thereof, or for environmental damages, in any manner, directly or indirectly, by reason of any negligent or willful act or omission on the part of either party, its governing body, boards, commissions, officers, employees or agents in the performance of their respective duties and obligations hereunder.

XVII. INTERPRETATION

This agreement shall be interpreted to insure the public against the creation and/or continuation of conditions injurious to the public health, safety and general welfare.

XVIII. INJUNCTIVE RELIEF

The parties expressly agree that each and every term and condition of this agreement may be enforced by injunctive relief in any court of competent jurisdiction.

XIX. PREVIOUS AGREEMENTS

All previous agreements with respect to the TCSAD sanitary sewage facilities herein provided are hereby declared to be superseded. Except as otherwise provided, this agreement shall constitute the sole agreement between the parties with respect to the matters herein provided for.

XX. SUPPLEMENTAL AGREEMENTS

This Agreement may from time to time be revised, altered, amended, or supplemented by written agreement approved and entered into in the same manner as this Agreement.

XXI. TERM OF AGREEMENT

Except as otherwise provided herein, this agreement shall continue indefinitely, unless modified by written agreement of the parties

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed by their officers hereunto duly authorized and have caused their official seals to be affixed hereto all on the ... and year first herein above written.

FAIR OAKS SEWER MAINTENANCE DISTRICT
a public corporation

ATTEST:

By _____
President, Board of Supervisors

By _____
Clerk of the Board

(SEAL) "DISTRICT"

TOWN OF WOODSIDE,
a municipal corporation

ATTEST:

By: *Susan E. Gage*
Town Manager

By: *Janet M. Kulech*
Town Clerk

Approved as to Form:

By: *[Signature]*
Town Attorney

(SEAL)

"TOWN"

EXHIBIT "A" - TOWN CENTER SEWER ASSESSMENT DISTRICT

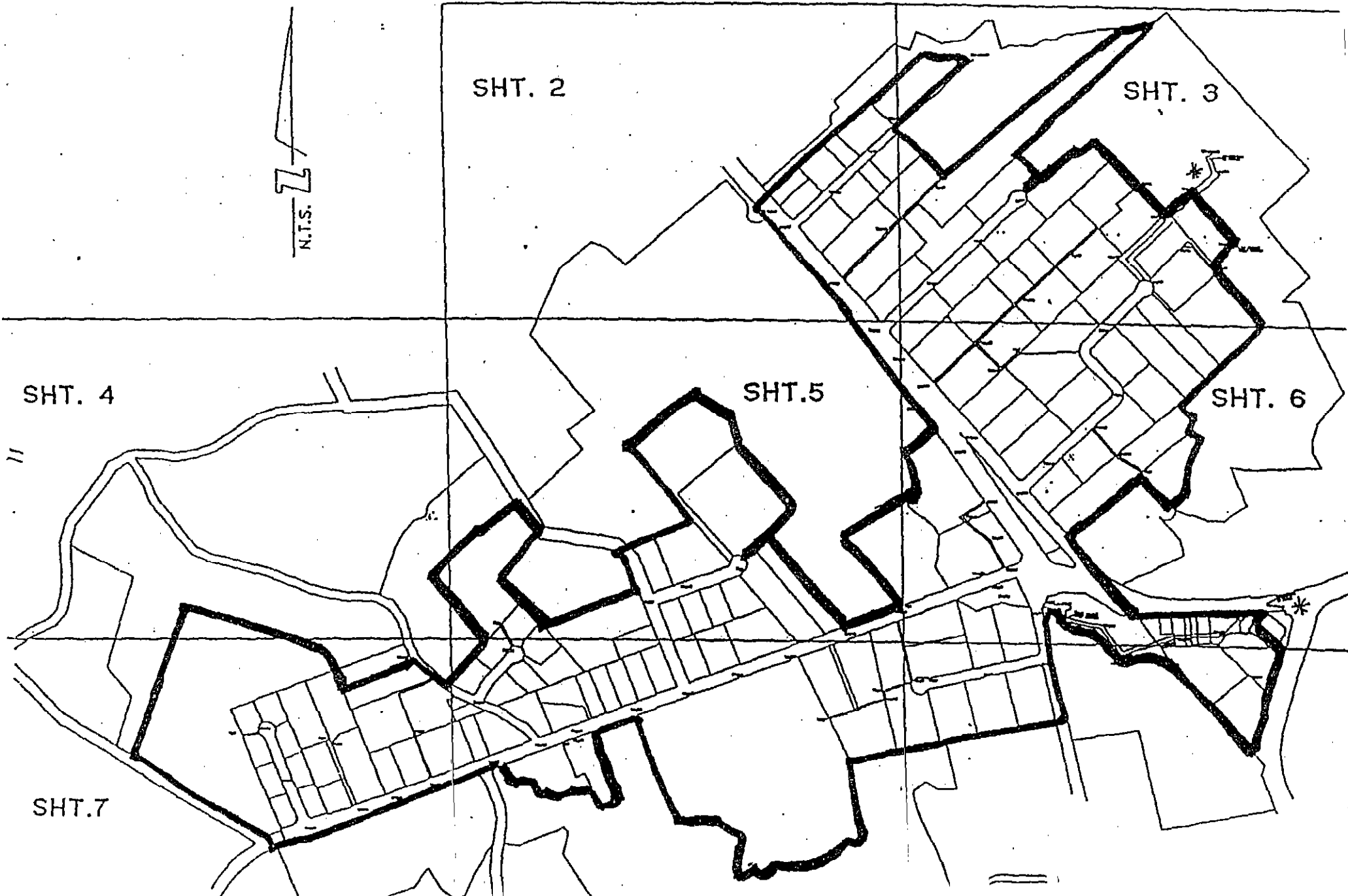
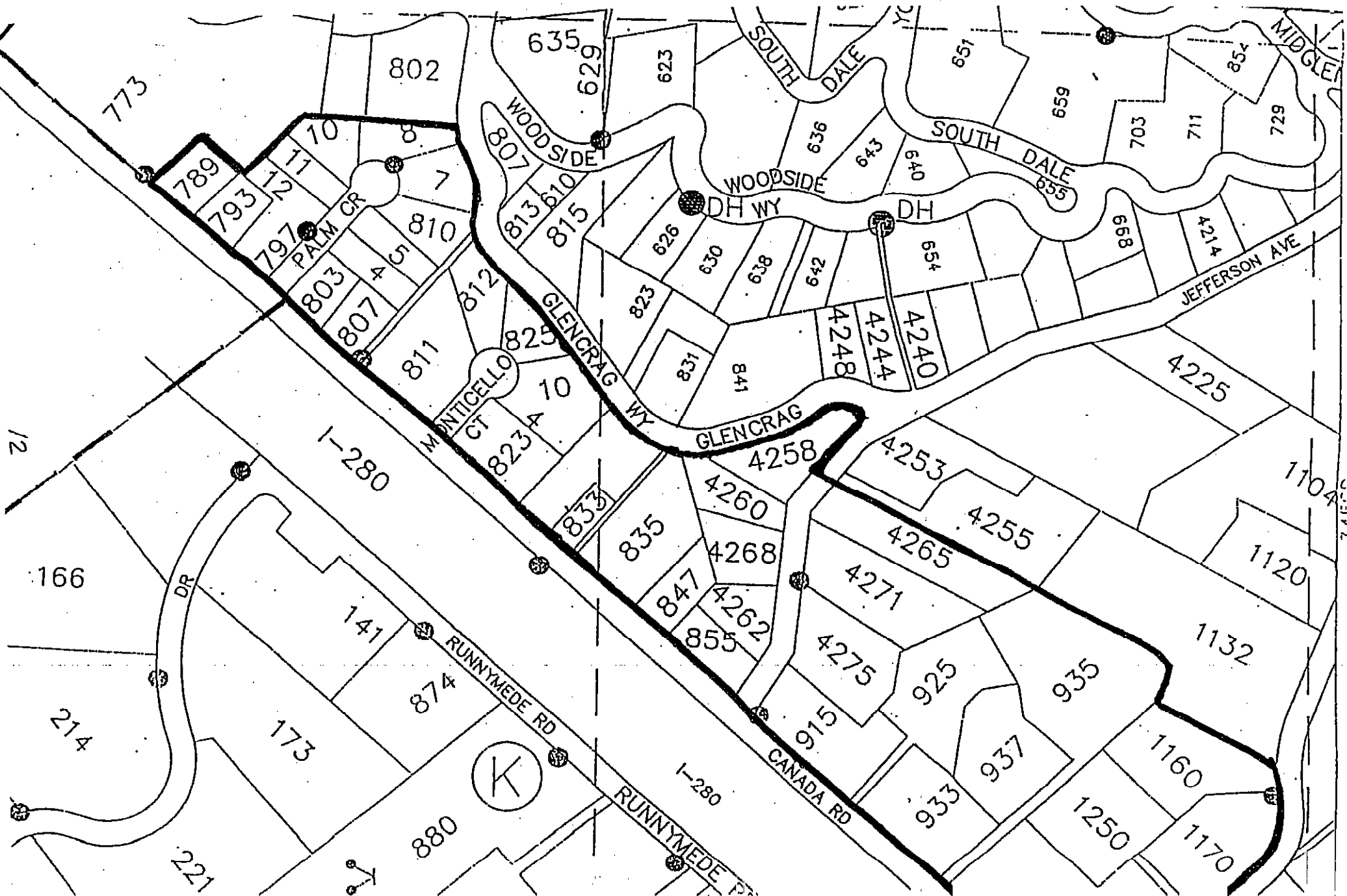


EXHIBIT "A.1" TCSAD EXPANSION AREA



Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

*** * * * ***

**Resolution Authorizing Execution of an Agreement with the Town of Woodside
and the City of Redwood City to Provide Sanitary Sewerage Capacity Rights and Services
for the Town of Woodside's Town Center Sewer Assessment District**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, as the Governing Board of the Fair Oaks Sewer Maintenance District, that

WHEREAS, the City of Redwood City is a party to that certain joint exercise of powers agreement by and between the Cities of Belmont, Redwood City and San Carlos, and the West Bay Sanitary District which established the South Bayside System Authority (SBSA); and

WHEREAS, the SBSA operates and maintains wastewater treatment plant facilities to serve SBSA's service area; and

WHEREAS, the Town Center Sewer Assessment District (TCSAD) comprises a portion of the incorporated territory of Woodside; and

WHEREAS, the TCSAD is within the sanitary sewage service area of the SBSA; and

WHEREAS, Town has negotiated an agreement with the City of Redwood City which provides for the transport, treatment, and disposal of sewage from the TCSAD by the City of Redwood City; and

WHEREAS, FOSMD must be a signatory to said agreement between the Town and Redwood City as TCSAD's sewage must first be transported through the facilities of FOSMD prior to entering the facilities of the City of Redwood City; and

WHEREAS, there has been presented to this Board the agreement which provides for said transport and treatment of TCSAD's sewage by the City of Redwood City and this Board has reviewed and considered same.

NOW THEREFORE, IT IS ORDERED THAT the President of the Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement on behalf of the Fair Oaks Sewer Maintenance District, and the Clerk of the Board of Supervisors be, and is hereby authorized to attest to said Agreement and affix the Corporate Seal of the County of San Mateo.

* * * * *

AARONSON, DICKERSON, COHN & LANZONE
A PROFESSIONAL CORPORATION
939 LAUREL STREET, SUITE D
SAN CARLOS, CALIFORNIA
TELEPHONE 593-3117

**SANITARY SEWERAGE TREATMENT
CAPACITY RIGHTS AND SERVICES
(TOWN OF WOODSIDE)**

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THIS AGREEMENT, (hereinafter the "Agreement") made and entered into on _____ day of _____, 199__, by and between the **CITY OF REDWOOD CITY**, a municipal corporation of the State of California ("City"), and **THE TOWN OF WOODSIDE**, a municipal corporation of the State of California ("Woodside"); and **FAIR OAKS SEWER MAINTENANCE DISTRICT** (the "District").

WITNESSETH:

WHEREAS, City and the District entered into that certain agreement dated July 2, 1985, (sometimes also described as the August 27, 1985, Agreement) entitled, "Agreement - Sanitary Sewerage Treatment Capacity Rights and Services" (the "Basic Agreement" Exhibit "A" hereto, providing for transmission, treatment, and disposal of sewage emanating from District's service area; and

WHEREAS, pursuant to Section (9) of the Basic Agreement, the services furnished to District by City therein specified, and the Treatment Capacity Rights (as defined in the Basic Agreement) reserved and conveyed to District thereunder are expressly limited to sewage emanating from property situated within the service area of District described in Exhibit "C" thereof and Exhibit "A" hereto; and

WHEREAS, Woodside has provided for the installation and construction of Sewerage collection and transmission facilities for certain lands located within its corporate boundaries; and

WHEREAS, the Town Center Sewer Assessment District (hereinafter called "TCSAD") comprises a portion of the incorporated territory of Woodside and is more

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particularly delineated in Exhibit "B" attached hereto and by reference incorporated hereinto and includes an expansion area as shown on said Exhibit B; and

WHEREAS, TCSAD is located within the sanitary sewage service area of the San Francisco Bay Area Regional Water Treatment Plant Authority ("Authority") which Authority operates and maintains sewerage treatment plant facilities ("Authority's Treatment Plant") to serve Authority's Service Area, and

WHEREAS, City is a party to that certain joint exercise of powers agreement by and between the Cities of Belmont, Redwood City, and San Carlos, and the West Bay San Francisco District establishing the Authority; and

WHEREAS, sanitary sewerage facilities do exist and are currently utilized by City to transport sewage emanating from TCSAD through the District and through City to Authority's Treatment Plant for treatment and disposal; and

WHEREAS, pursuant to a proposed agreement by and between the District and Woodside, (the "District - Woodside Agreement") District will accept Woodside's share of the cost of sewage emanating from TCSAD and transport said sewage through District's sewerage facilities to City; and

WHEREAS, the District - Woodside Agreement provides solely for the transportation of sewage emanating from TCSAD to City Sewerage Facilities; and

WHEREAS, the District - Woodside Agreement does not provide for the treatment and disposal of sewage emanating from TCSAD; and

WHEREAS, the District - Woodside Agreement will provide neither for the creation or grant of Treatment Capacity Rights nor for the right of service and use of the Sewerage Facilities by TCSAD; and

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WHEREAS, Woodside must use District and City Sewerage Facilities for TCS sewage to reach Authority Sewerage Facilities and Woodside has no viable options at time to allow the transportation, treatment, and disposal of sewage emanating from TCS, except through the use of District and City Sewerage Facilities and Authority Sewerage Facilities; and

WHEREAS, City owns and has the rights of capacity and use of facilities for transmission, treatment, and disposal of sewage and desires to permit Woodside the use of these facilities under the terms and conditions hereinafter set forth; and

WHEREAS, the public health, welfare, and safety require that Woodside be provided sanitary sewage transmission services and Treatment Capacity Rights for sewage emanating from TCSAD; and

NOW, THEREFORE, the parties hereto agree as follows:

I. DEFINITIONS

A. Incorporated. Unless otherwise specified, words or phrases defined in the Basic Agreement and used herein (the first letters of which are capitalized) shall have the meanings respectively ascribed thereto in the Basic Agreement. In the event of a conflict between definitions, the definition provided in this Agreement shall prevail.

B. Additional Definitions. In addition to the foregoing definitions, the following words or phrases wherever used in this Agreement shall have the meaning hereinafter respectively ascribed thereto;

1. Annualized Daily Average Flow. Shall mean the annual flow determined by the Woodside Flow Meter (Section IX), divided by the number 365.

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2. Basic Agreement. That certain agreement by and between City District dated July 23, 1985, (sometimes also described as August 27, 1985, Agreement), entitled, "Agreement - San Sewerage Treatment Capacity Rights and Services," providing transmission, treatment, and disposal of sewage emanating District's service area.
3. District's Meter. That certain meter located in the vicinity of intersection of Veterans Boulevard with Chestnut Street in the measurements from which will be used to determine the volume of sewage emanating from District's Sewerage Facilities into City's Authority's Sewerage Facilities for purpose of calculating compensation payable by District to City.
4. City's Main Line Used by TCSAD. City's approximately 4100 feet section of 30 to 48 inch diameter sanitary sewage main line transports, in addition to other flows, the sewage emanating District (which includes TCSAD sewage), to Authority's Sewerage Facilities.
5. TCSAD. The Town Center Sewer Assessment District territory of which is delineated on Exhibit "B", attached hereto, includes an expansion area shown in said Exhibit "B".
6. Woodside. The Town of Woodside, a municipal corporation State of California.
7. Woodside's Meter. That certain meter installed by Woodside pursuant to Section IX hereof.

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8. Woodside's Sewerage Facilities. Those sanitary sewer facilities constructed pursuant to Woodside's assessment proceedings and those pre-existing sanitary sewerage facilities of TCSAD that the boundary of the area depicted on said Exhibit attached thereto, and by this reference incorporated herein.

9. Woodside's Service Area. All that certain real property located within the corporate limits of Woodside, more specifically described in Exhibit "B" hereof, for which real property sanitary sewer transmission and treatment facilities and services are provided hereunder, subject to the terms and conditions hereof.

II. OWNERSHIP. Title to all of Woodside's Sewerage Facilities, as said facilities defined herein, vests in Woodside and, except as herein otherwise provided, said facilities shall be operated and maintained by Woodside.

III. SERVICES.

City hereby agrees to furnish sanitary sewage transmission, pumping, treatment and disposal services to Woodside for sewage emanating from Woodside's Service Area transmitted through District's Sewerage Facilities, and discharged into City's Sewerage Facilities.

IV. PAYMENT.

Woodside's contribution to the transmission, treatment and capacity costs of City's Main Line used by TCSAD.

A. Transmission Fee. Woodside shall pay City in arrears a sewage transmission fee in the sum of \$295 twice a calendar year. Woodside sewage

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1 transmission fee shall be due and payable on February 1st and August 1st of
2 calendar year, commencing February 1, 1997.

3 **B. Treatment and Disposal Fee.**

4 Woodside shall pay City a Treatment and Disposal Fee (TDF) in a
5 determined as follows:

- 6 1. On February 1 and August 1 of each calendar year (the "Feb.
7 Payment" and the "August Payment"), Woodside shall pay
8 commencing February 1, 1997, for the fiscal year ("FY") commencing
9 on July 1 preceding the February Payment (i.e., commencing
10 FY 1996-1997, except as heretofore modified, one-half (1/2)
11 total payable by Woodside to City for the TDF during the pre-
12 FY. For information purposes, the TDF for the FY 1995-1996
13 \$23,307.13, See Exhibit "C", attached hereto and incorporated by
14 reference. Adjustments, if any, will be made February 1, 1997,
15 pursuant to Section IV, B.3, below.
- 16 2. As soon as possible after the close of the fiscal year, City will
17 report to Woodside both the amount City paid to Authority pursuant to
18 the budget adopted by the Authority for the fiscal year in question and
19 the total volume of the City's sewage flow. City will report to Woodside
20 both the amount City paid to Authority for sewage treatment and the
21 total volume of City's sewage flow to the Authority, which sewage flow
22 will include the sewage flow which originated from TCSA. In
23 addition, any variance in the flow meter accuracy pursuant to Section
24 IX of this Agreement shall be factored into calculating the TDF.

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flow from TCSAD. The data from the flow meter shall be deemed conclusive on both parties unless either party can show that meter has been misrecording flow as set forth in Section IX.

3. On or before February 1st of each fiscal year, Woodside shall use flow data from subparagraph 2, above, and the total volume of sewage flow which emanated from TCSAD, as determined pursuant to Section IX of this Agreement, to determine the percentage of City flow to Authority which came from TCSAD. The percentage of TCSAD's flow so determined shall be multiplied by the amount of money paid to Authority pursuant to subparagraph B(2), above, to determine the actual amount which Woodside owes City for sewage treatment costs for the previous fiscal year. The payments made by Woodside for the prior fiscal year shall be subtracted from the actual amount determined herein, and the difference shall be either:

- a. Paid by Woodside on February 1st if Woodside is underpaid for the previous fiscal year, or
- b. Subtracted from the current fiscal year's payment due on February 1st if Woodside has over paid for the previous fiscal year.

C. Woodside's Cost of Capacity Rental from City. Woodside shall pay City a capacity rental fee until Woodside purchases capacity pursuant to Section VI, in the sum determined below.

1. Calculations of Capacity Rental Fee:

Woodside will determine at the end of each fiscal year (June 30

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closing date) the total cost of the rental capacity used by TCSAD multiplying the Annualized Daily Average Flow which emanated from TCSAD for the fiscal year which closed on June 30th, (volume of capacity determined according to Section IX of this Agreement) multiplied by \$2.18/gallon/day which is the present/historical cost of capacity rental to the City and multiplied further by the Local Agency Investment Fund "LAIF" quarterly rate in effect June 30th of the same fiscal year.

2. **Payment of Capacity Fee:** Woodside shall pay the total amount determined in Paragraph C(1) above, for annual sewage capacity rental, on or before August 1st of each year, which shall be payable for the year of Capacity acquisition to the date of Capacity acquisition as provided in Section VI, hereinafter.

D. **Interest on Unpaid Amount.** Payments which are not received by City on the respective due dates as set forth in Section IV., shall be deemed delinquent and shall accrue interest at the LAIF rate from the respective due dates until paid. Woodside shall have a 30-day grace period from date of invoice in which to make the respective payments referred to herein.

V. **WOODSIDE'S PAYMENT OF HISTORICAL COSTS TO CITY**

Prior to fiscal year 1987-1988, Woodside paid District for the complete treatment, and disposal of sewage emanating from TCSAD. District then compensated City for its costs associated with TCSAD sewage, as determined by agreements between District and City. Woodside's payments to District were suspended in fiscal year 1988. As a result, no payment has been made since fiscal year 1986-1987. Woodside would like to resolve all outstanding liabilities and claims, specifically including any

1 that are or may be due for TCSAD sewage transmission, treatment, and capacity prior
2 July 1, 1996, hereinafter referred to as the "Retroactive Fees", and do so directly with City
3 in a manner consistent with this Agreement. Woodside shall pay City Retroactive Fees
4 as described in Exhibit D attached hereto and incorporated by this reference. Payments
5 shall be made within 30 days of the execution of this Agreement.

6 **VI. ACQUISITION OF ADDITIONAL SANITARY TREATMENT SEWAGE CAPACITY**

7 Subject to City acquiring additional sanitary sewage treatment capacity ("ASST
8 Capacity") from Authority for Woodside, and subject to availability of capacity from
9 Authority, Woodside may to acquire ASST Capacity from Authority through City. Upon
10 demand (the "Acquisition Date"), Woodside will deposit with City the a sum sufficient
11 to acquire an Annualized Daily Average Flow of 100,000 gallons per day (gpd) of ASST
12 capacity at a cost based upon the rate of the Authority in effect on the Acquisition Date
13 at the time said capacity is acquired. Upon acquisition of a minimum additional ASST
14 sewage treatment capacity of an Annualized Daily Average Flow of 100,000 gpd, from
15 Authority, City shall grant to Woodside an Annualized Daily Average Flow of 100,000
16 gallons per day of treatment capacity and rights in the following amounts: 100,000
17 Annualized Daily Average Flow gpd, 140 Annualized Daily Average Flow lbs/day BOD₅
18 and 140 Annualized Daily Average Flow lbs/day TSS, subject to availability from the
19 Authority.

20 **VII. DISCHARGE LIMITS AND DETERMINATION OF FLOW**

21 Woodside shall not discharge to Authority's Sewerage Facilities via City's Sewerage
22 Facilities, sanitary sewage exceeding an Annualized Daily Average Flow of 100,000
23 gallons per day. (Annualized average daily flow from TCSAD over the course of one
24 calendar year at the time of the execution of this Agreement is estimated to be 41,000
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1 gallons per day.) Any and all fines or other penalties levied against City as a result of
2 flow from TCSAD exceeding the amount of an Annualized Daily Average Flow of 100,
3 gallons per day shall be borne wholly by Woodside.

4 Woodside shall be responsible for maintaining an accurate record of
5 discharged into District and City's Sewerage Facilities. Woodside's responsibility
6 monitoring sanitary sewage flow discharged into City's/District's Sewerage Facilities si
7 at a minimum, be as follows:

8 Woodside shall maintain an accurate log of the operation of Woodside's TCS
9 pumping station and of the quantity of sewage pumped from said station into Distri
10 Sewerage Facilities, and ultimately, into City's Sewerage Facilities. The quantity
11 sewage emanating from the TCSAD pumping stations shall be recorded by an accu
12 flow meters installed at the pump station. Said sanitary sewage flow data for the preced
13 half of the fiscal year shall be transmitted by Woodside to City and District with a
14 biannual payment due pursuant to Section IV. of this Agreement.

15 City shall have the right to review Woodside's pumping and water consumption
16 upon request.

17 **VIII. INFILTRATION AND INFLOW**

18 The parties hereto agree that no storm water sewer connections shall be per
19 to their respective sanitary sewage facilities systems and shall make every effort
20 minimize and control any such infiltration and inflow.

21 **IX. WOODSIDE'S FLOW METER**

22 Woodside has installed and will continue to maintain a sewer flow
23 ("Woodside's Meter"). In addition, upon implementation of the expansion area shi
24 Exhibit B, Woodside shall install a separate meter for that area, at a location and of a
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1 approved by all Parties hereto. After installation, the meter for the expansion area
2 be monitored and maintained in accordance with the requirements in this Section IX for
3 existing Woodside flow meter. It is agreed by the parties that the present location of
4 Woodside meter is acceptable. The meter shall measure the flow of sewage emanating
5 from Woodside's Service Area and entering District's Sewerage Facilities. Said meter
6 does conform to the standards and specifications acceptable to the Parties. The present
7 installed meter has been and is acceptable to the parties. Measurements of flow through
8 Woodside's Meter shall be used to determine Woodside's obligation for actual amount
9 due hereinafter described. Woodside shall make available to City and District all logs
10 flow through Woodside's Meter, calculations and other information upon which Woodside's
11 actual and estimated flows as calculated. Woodside shall conduct a wet well test of
12 flow meter in October of each year, commencing October, 1997. The wet well test shall
13 be approved as to methodology, and shall be witnessed by City. The test shall be for the
14 purpose of testing the accuracy of the flow meter. The test shall be done at Woodside's
15 cost. In the event the flow meter is determined to have a variance in excess of 7 ½ percent
16 plus or minus from the actual flow, then the Parties shall use the amount of the variance
17 in excess of 7 ½ percent and adjust accordingly the treatment costs under Section IV
18 and capacity rental under Section IV (C).

19 **X. UNIFORM ORDINANCE**

20 Woodside hereby agrees to adopt a Uniform Sanitary Sewerage Ordinance
21 substantially in conformance with the requirements of the Authority and are similar to those
22 adopted by the District and the City, which requirements shall, as a minimum, likewise
23 conform to the requirements of the Federal Water Pollution Control Act as amended by the
24 Federal Water Pollution Control Act Amendments of 1972 (Public Law 92-500), as further
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1 amended from time to time thereafter (33 U.S.C. 1251 et seq.), and with requirements
2 rules and regulations promulgated pursuant thereto. The parties acknowledge that
3 of City's and/or Authority's respective Sewerage Facilities by Woodside is expressed
4 conditioned upon the enactment, implementation, and enforcement of said Uniform
5 Sanitary Sewerage Ordinance.

6 **XI. INSPECTION SERVICES; ENFORCEMENT**

7 Woodside shall provide appropriate and adequate inspection services
8 Woodside's Service Area for the duration of this Agreement, which services shall include
9 but not necessarily be limited to, enforcement of the provisions of the Uniform Sanitary
10 Sewerage Ordinance effective within Woodside's Service Area. Such enforcement shall
11 expressly including but not limited to, enforcement of the provisions of said Ordinance
12 pertaining to pre-treatment programs which may be required thereunder within Woodside's
13 Service Area, shall be, and hereby is, delegated to Authority provided, however, that in
14 the concurrence of Authority, the responsibility for enforcement may be delegated to
15 or may be assumed by Woodside, as Authority shall specify. Woodside shall compensate
16 Authority or City, as the case may be, for all costs and expenses incurred by Authority or
17 City, respectively, in providing such enforcement. Subject to the foregoing concurrence
18 of Authority, should Woodside assume responsibility for the enforcement of said
19 Ordinance, any failure by Woodside so to enforce it, shall constitute a material breach
20 of this Agreement by Woodside.

21 **XII. REGULATIONS.**

22 Woodside shall, and hereby agrees to, comply with all rules and regulations
23 enacted or approved by Authority and/or City pertaining to the use of Authority's Treatment
24 Plant and City's and/or Authority's Sewerage Facilities (defined as "City's Sewerage
25 Facilities") within Woodside's Service Area.

1 Authority's Sewerage Facilities" in the Basic Agreement).

2 **XIII. REQUISITE INFORMATION, CHARGES.**

3 The parties acknowledge that use of Authority's Sewerage Facilities is subject
4 certain terms and conditions of, and regulations pertaining to, the Clean Water
5 Construction Grant program provided under the Federal Water Pollution Control
6 Amendments of 1972 (P.L. 92-500, 33 U.S.C. §§1151 et seq.), as amended, and federal
7 and state (including state funding) enactments implementative thereof. Accordingly,
8 charges for costs of operation and maintenance of Authority's Sewerage Facilities
9 be established in accordance with said regulations. Woodside hereby agrees to furnish
10 Authority all information required by it in order for Authority to comply with said federal
11 state regulations and, further, Woodside agrees to establish and maintain user charges
12 complying with Authority's revenue program enacted in compliance with said regulations.

13 **XIV. PROHIBITED DISCHARGES.**

14 Woodside shall not discharge or permit to be discharged either directly or indirectly
15 into District and City's or Authority's Sewerage Facilities any sewage or other matter which
16 is prohibited by City's Uniform Sanitary Sewerage Ordinance, Authority's regulations,
17 which otherwise threatens to cause, or will cause, damage to City's or District's,
18 Authority's respective Sewerage Facilities. Woodside hereby grants to Authority and City
19 the power to take all necessary action to cease or terminate any such discharge.

20 **XV. UNAUTHORIZED DISCHARGES.** Woodside shall notify Authority, District and City
21 immediately upon ascertaining that sewage or other materials or substances have been
22 deposited into Woodside's Sewerage Facilities in violation of the Uniform Sanitary Sewerage
23 Ordinance effecting in Woodside's or City's Service Areas, respectively, or in violation
24 Authority's regulations. Such notification shall not relieve or absolve Woodside in any

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1 manner whatsoever from liability which may result by reason of such unauthori-
2 discharge. Woodside hereby grants to Authority and City the permission and power
3 take all necessary action to terminate or cease any such unauthorized discharge.

4 **XVI. MAINTENANCE, EMERGENCY CORRECTIONS.**

5 Woodside agrees to maintain, repair, replace, and operate Woodside's Sewer
6 Facilities in good and operable condition while this Agreement is in effect in accordance
7 with the terms of this Agreement so as not to impair the efficiency or operation of City's
8 Authority's Sewerage Facilities.

9 In the event repairs, construction, or other public work is or are necessary
10 appropriate to be performed within Woodside's Service Area in order to correct, eliminate
11 or abate a condition within said Area which threatens to cause, causes, or caused damage
12 to City's or Authority's Sewerage Facilities, or which otherwise threatens to cause, cause
13 or caused a violation of any provision of the Uniform Sanitary Sewerage Ordinance of
14 Woodside or City, or Authority's regulations, City or Authority shall give written notice
15 Woodside thereof and Woodside shall commence such repairs, construction or public
16 of improvements within a reasonable time of such notice and diligently pursue such
17 to completion.

18 **XVII. HOLD HARMLESS.**

19 To the extent permissible by law, Woodside, District, and City each shall
20 hereby agree to defend and indemnify against and to hold each other, their respective
21 governing bodies, and their respective boards, commissions, officers, employees, agents,
22 and attorneys, and Authority, its governing commission, officers, employees, agents,
23 attorneys, harmless from any liability for damages (including attorneys' fees) or claims
24 damages resulting, or alleged to have resulted, from personal injury, including da-
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and/or liability for damages (including attorneys' fees) or claims for damages to property or loss thereof, including loss of use or value thereof, or for environmental damage resulting in any manner, directly or indirectly, by reason of any negligent or willful act or omission on the part of the other party, their respective governing bodies, boards, commissions, officers, employees or agents in the performance of their respective duties and obligations hereunder.

XVIII NOTICES

Woodside: Town Manager, Town of Woodside
2955 Woodside Road
Woodside, CA 94062

City: Community Development Director
City of Redwood City
1020 Middlefield Road
Redwood City, CA 94063

District: County of San Mateo
Director, Department of Public Works
10 Twin Dolphin Drive, Suite C-200
Redwood City, CA 94065-1065

XIX. INJUNCTIVE RELIEF.

The parties hereto expressly agree that each and every term and condition of this Agreement may be enforced by injunctive relief, in any court of competent jurisdiction.

XX. ATTORNEYS' FEES.

In the event any action or proceeding is instituted by one party against the other with respect to this Agreement, or any provision thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees.

XXI. SUPPLEMENTAL AGREEMENTS.

This Agreement may from time to time be revised, altered, amended, or supplemented by written agreement approved and entered into in the same manner as this

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1 Agreement.

2 **XXII. EFFECT.**

3 Except as modified and supplemented hereby, all terms, conditions, and provisions
4 of the Basic Agreement shall remain in full force and effect.

5 **XXIII. REPRESENTATIVES.**

6 The respective representatives for the administration of this Agreement, and
7 whom notices or other communications deemed necessary or appropriate hereunder
8 to be given are, in the case of District, The County Public Works Director; in the case of
9 Woodside, the Town Manager of Woodside; and in the case of City, the Director of
10 Community Development. All notices or other communications to be given to Authority
11 shall be given to Authority's Manager.

12 **XXIV. PARAGRAPH, SUBPARAGRAPH READINGS.**

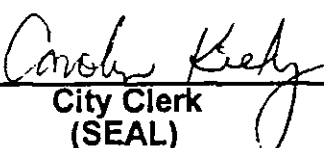
13 Section, paragraph, and subparagraph headings as used herein are for
14 convenience, only, and shall not be deemed to alter, modify, or amend the provisions of
15 the section, paragraph, or subparagraph which they head.

16 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the
17 date and year first hereinabove written.

18 **CITY OF REDWOOD CITY,**
19 **a municipal corporation**

20
21 By 
22 **City Manager**

23 **ATTEST:**

24 
25 **City Clerk**
26 **(SEAL)**

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TOWN OF WOODSIDE,
a municipal corporation

By *Susan E. King*
Town Manager

ATTEST:

Rita Swanson
Town Clerk
(SEAL)

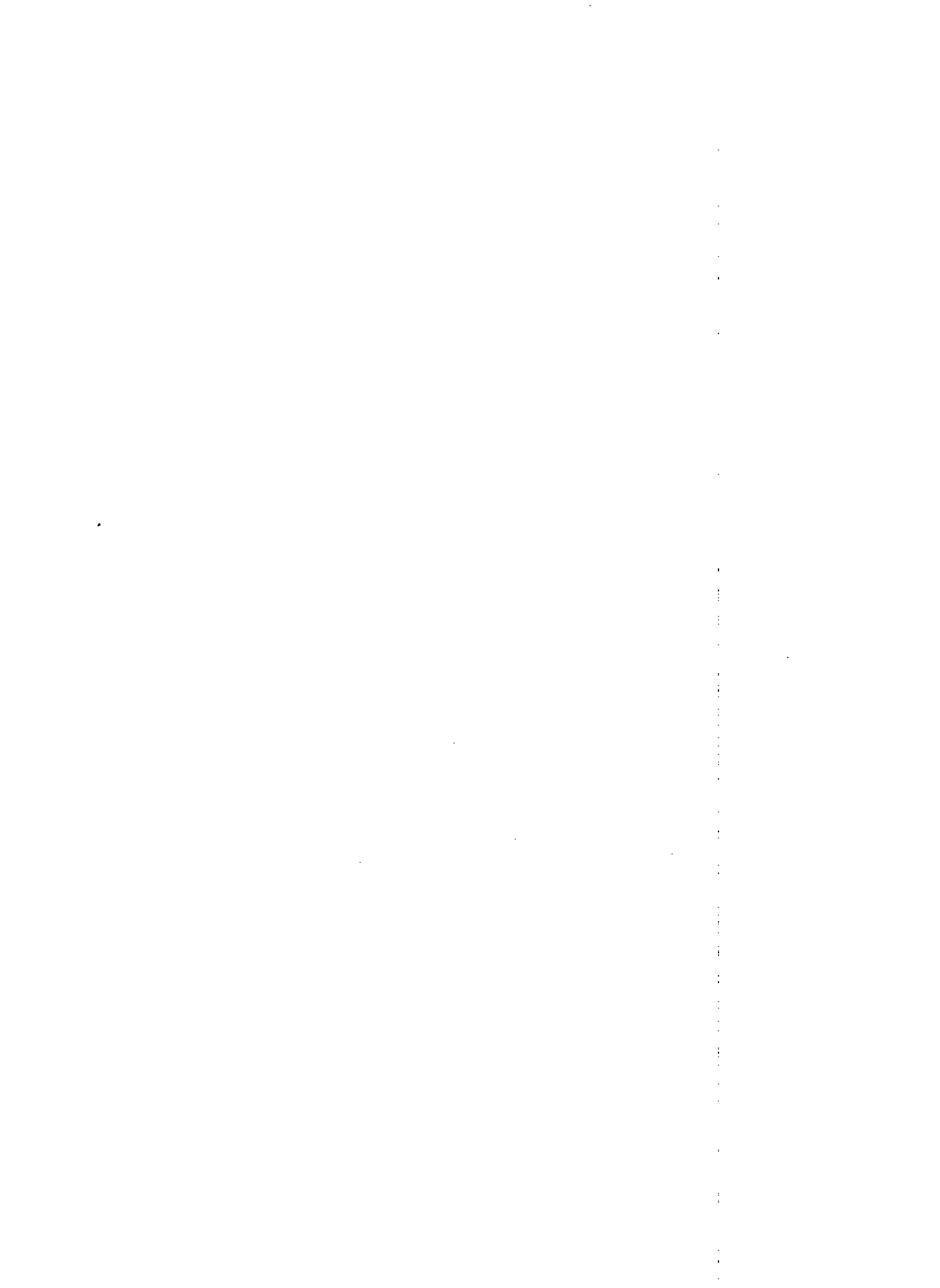
FAIR OAKS SEWER MAINTENANCE
DISTRICT, a sewer maintenance district
of the County of San Mateo

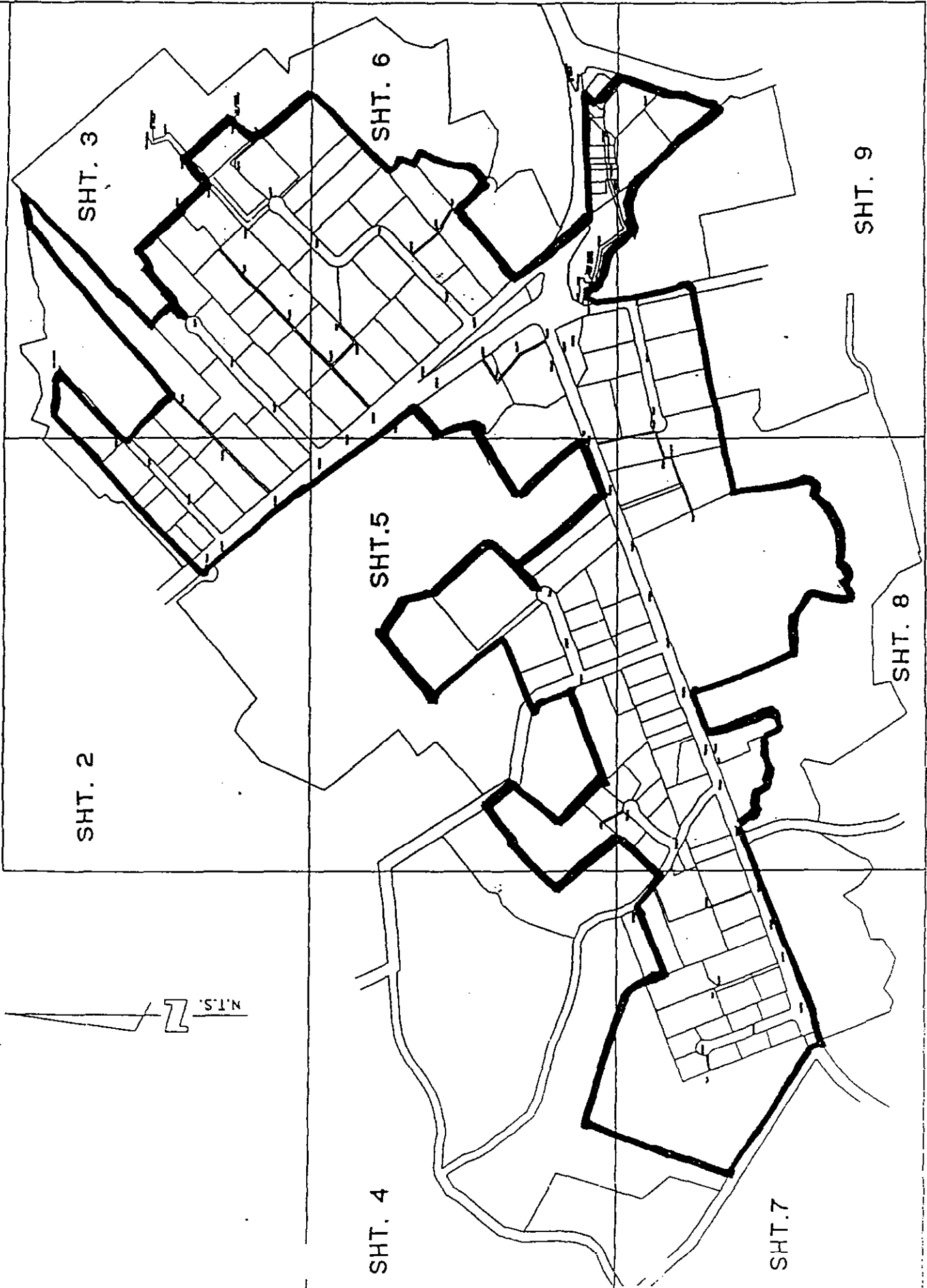
By _____
President, Board of Supervisors

ATTEST:

Clerk of the Board
(SEAL)

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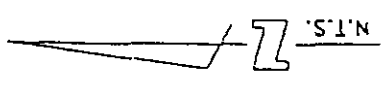
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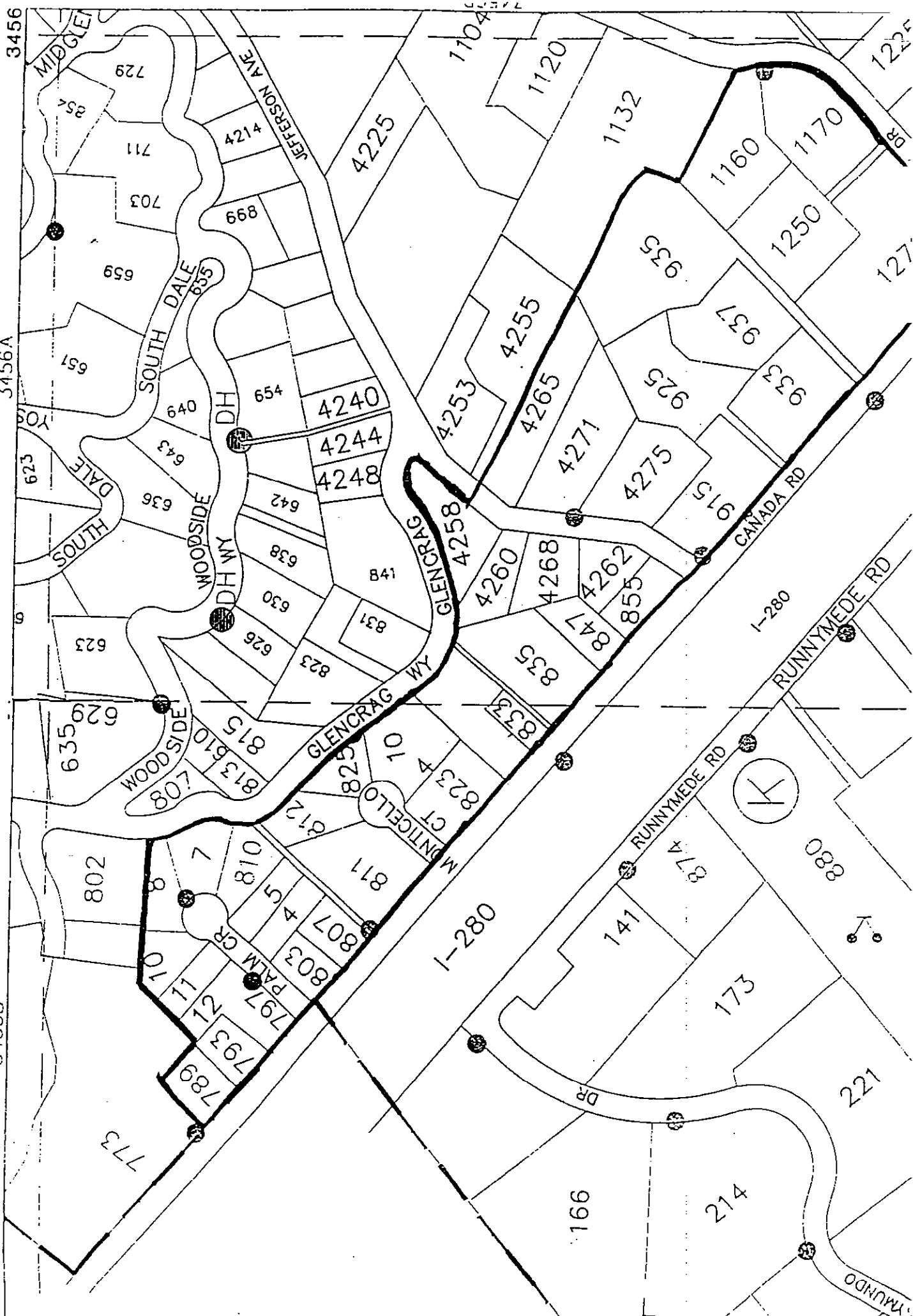
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RETROACTIVE FEES-AMOUNT OWED TO REDWOOD CITY
EXHIBIT D: Payment Schedule of Historical Costs for Transport of, and Capacity Rental for WS TCSAD Sewage

Years Prior to Present	Fiscal Year	Amount WS Owes RC for Sewage Transport	WS Flow from TCAD (G/yr)	WS Flow from TCAD (MGD)	RC Flow (MGD) (1)	WS % of RC Flow	RC Payment to SBSA, Less Source Control (2)	Amount WS Owes for SBSA Treatment	Amount WS Owes for Capacity Rental (3)	Total Amount WS Owes Using A Variable Interest Factor (4)
8	1987-1988	\$ 590.00	5,000,000	0.0137	8.75	0.157%	\$ 3,364,126	\$ 5,266.73	\$ 2,344.25	\$ 13,975.79
7	1988-1989	\$ 590.00	5,577,768	0.0153	7.97	0.192%	\$ 2,721,059	\$ 5,217.32	\$ 2,878.31	\$ 13,624.55
6	1989-1990	\$ 590.00	7,419,168	0.0203	7.63	0.266%	\$ 2,721,059	\$ 7,248.96	\$ 3,828.53	\$ 16,846.47
5	1990-1991	\$ 590.00	8,357,352	0.0229	7.62	0.300%	\$ 2,953,089	\$ 8,873.55	\$ 3,993.21	\$ 17,990.69
4	1991-1992	\$ 590.00	11,585,568	0.0317	7.32	0.434%	\$ 2,895,395	\$ 12,555.13	\$ 4,297.07	\$ 21,955.50
3	1992-1993	\$ 590.00	12,500,000	0.0342	7.35	0.466%	\$ 3,547,705	\$ 16,530.17	\$ 3,508.90	\$ 24,801.33
2	1993-1994	\$ 590.00	12,500,000	0.0342	7.4	0.463%	\$ 3,837,733	\$ 17,760.70	\$ 3,270.00	\$ 24,902.78
1	1994-1995	\$ 590.00	12,534,000	0.0343	7.5	0.458%	\$ 3,900,000	\$ 17,856.66	\$ 4,132.31	\$ 24,646.04
0	1995-96	\$ 590.00	12,844,122	0.0352	7.5	0.469%	\$ 3,900,000	\$ 18,298.48	\$ 4,418.66	\$ 24,055.29
										\$ 182,798.45

Italized font indicates estimates used by the Town of Woodside to estimate costs or fees.

{1} 87-88 to 92-93 data provided by RC. 93-94 and 94-95 data estimated based on given data.

{2} Data from SBSA budget reports. Operation and Maintenance, Capital, and Reserve Contributions included. Only Source Control excluded.

{3} Capacity rental charge calculated by using a capacity cost of \$2.18/gallon/day and applying a variable annual rental fee on that cost.

{4} This total amount owed is the cumulative of the sewage transport, treatment and capacity rental costs compounded by the interest rates listed in the following table.

Interest Rates

Fiscal Year	Rate
1987-1988	7.85%
1988-1989	8.64%
1989-1990	8.64%
1990-1991	8.00%
1991-1992	6.21%
1992-1993	4.70%
1993-1994	4.38%
1994-1995	5.52%
1995-1996	5.76%
1996-(2/97) *	3.21%

* 1996-97 interest rate of 5.51% is prorated for 7 months (7/12 year) from June 30, 1996 to February 1, 1997

Interest rates from 87-88 to 96-(2/97) were provided by Finance Department of Redwood City.

2/21/97

**AMOUNT OWED TO REDWOOD CITY FOR WS SEWAGE TRANSPORT
COMPOUND INTEREST**

FY	ANNUAL COST	INTEREST RATE ON UNPAID BALANCE	TOTAL	FY	ANNUAL COST	INTEREST RATE ON UNPAID BALANCE	TOTAL
1987-88				1990-91			
1987-1988	\$590.00		\$590.00	1990-1991	\$590.00		\$590.00
1988-1989		8.64%	\$640.98	1991-1992		6.21%	\$626.64
1989-1990		8.64%	\$696.36	1992-1993		4.70%	\$656.09
1990-1991		8.00%	\$752.06	1993-1994		4.38%	\$684.83
1991-1992		6.21%	\$798.77	1994-1995		5.52%	\$722.63
1992-1993		4.70%	\$836.31	1995-1996		5.76%	\$764.25
1993-1994		4.38%	\$872.94	1996-2/97		3.21%	\$788.79
1994-1995		5.52%	\$921.13				\$788.79
1995-1996		5.76%	\$974.18				
1996-2/97		3.21%	\$1,005.46	1991-92			
			\$1,005.46	1991-1992	\$590.00		\$590.00
1988-89				1992-1993		4.70%	\$617.73
1988-1989				1993-1994		4.38%	\$644.79
1989-1990	\$590.00		\$590.00	1994-1995		5.52%	\$680.38
1990-1991		8.64%	\$640.98	1995-1996		5.76%	\$719.57
1991-1992		8.00%	\$692.25	1996-2/97		3.21%	\$742.67
1992-1993		6.21%	\$735.24				\$742.67
1993-1994		4.70%	\$769.80	1992-93			
1994-1995		4.38%	\$803.52	1992-1993	\$590.00		\$590.00
1995-1996		5.52%	\$847.87	1993-1994		4.38%	\$615.84
1996-2/97		5.76%	\$896.71	1994-1995		5.52%	\$649.84
		3.21%	\$925.49	1995-1996		5.76%	\$687.27
			\$925.49	1996-2/97		3.21%	\$709.33
1989-90							\$709.33
1989-1990	\$590.00		\$590.00	1993-94			
1990-1991		8.00%	\$637.20	1993-1994	\$590.00		\$590.00
1991-1992		6.21%	\$676.77	1994-1995		5.52%	\$622.57
1992-1993		4.70%	\$708.58	1995-1996		5.76%	\$658.43
1993-1994		4.38%	\$739.61	1996-2/97		3.21%	\$679.56
1994-1995		5.52%	\$780.44				\$679.56
1995-1996		5.76%	\$825.39	1994-95			
1996-2/97		3.21%	\$851.89	1994-1995	\$590.00		\$590.00
			\$851.89	1995-1996		5.76%	\$623.98
				1996-2/97		3.21%	\$644.01
							\$644.01
				TOTAL FOR FY 94-95			\$644.01

**AMOUNT OWED TO REDWOOD CITY FOR WS SEWAGE TRANSPORT
COMPOUND INTEREST**

<u>1995-96</u>			
1995-1996	\$ 590.00		\$ 590.00
1996-2/97		3.21%	\$ 608.94
			<u>\$608.94</u>
SUMMARY			
1987-88			\$1,005.46
1988-89			\$925.49
1989-90			\$851.89
1990-91			\$788.79
1991-92			\$742.67
1992-93			\$709.33
1993-94			\$679.56
1994-95			\$644.01
1995-96			\$ 608.94
	TOTAL		\$6,956.13

**AMOUNT OWED TO REDWOOD CITY FOR WS SBSA SEWAGE TREATMENT
COMPOUND INTEREST**

INTEREST RATE ON UNPAID BALANCE		ANNUAL COST	FY	ANNUAL COST	INTEREST RATE ON UNPAID BALANCE	TOTAL
1987-88			1990-91			
1987-1988	\$ 5,266.73		1990-1991	\$ 8,873.55		\$ 8,873.55
1988-1989	8.64%	\$ 5,266.73	1991-1992		6.21%	\$ 9,424.60
1989-1990	8.64%	\$ 6,216.14	1992-1993		4.70%	\$ 9,867.55
1990-1991	8.00%	\$ 6,713.43	1993-1994		4.38%	\$ 10,299.75
1991-1992	6.21%	\$ 7,130.33	1994-1995		5.52%	\$ 10,868.30
1992-1993	4.70%	\$ 7,465.46	1995-1996		5.76%	\$ 11,494.31
1993-1994	4.38%	\$ 7,792.44	1996-2/97		3.21%	\$ 11,863.28
1994-1995	5.52%	\$ 8,222.59		TOTAL FOR FY 90-91		\$ 11,863.28
1995-1996	5.76%	\$ 8,696.21				
1996-2/97	3.21%	\$ 8,975.36	1991-92			
	TOTAL FOR FY 87-88	\$ 8,975.36	1991-1992	\$ 12,555.13	4.70%	\$ 12,555.13
1988-89			1992-1993		4.38%	\$ 13,145.22
1988-1989	\$ 5,217.32	\$ 5,217.32	1993-1994		5.52%	\$ 14,478.38
1989-1990	8.64%	\$ 5,668.10	1994-1995		5.76%	\$ 15,312.33
1990-1991	8.00%	\$ 6,121.54	1995-1996		3.21%	\$ 15,803.86
1991-1992	6.21%	\$ 6,501.69	1996-2/97			
1992-1993	4.70%	\$ 6,807.27		TOTAL FOR FY 91-92		
1993-1994	4.38%	\$ 7,105.43	1992-93			
1994-1995	5.52%	\$ 7,497.65	1992-1993	\$ 16,530.17	4.38%	\$ 16,530.17
1995-1996	5.76%	\$ 7,929.51	1993-1994		5.52%	\$ 17,254.19
1996-2/97	3.21%	\$ 8,184.05	1994-1995		5.76%	\$ 18,206.62
	TOTAL FOR FY 88-89	\$ 8,184.05	1995-1996		3.21%	\$ 19,255.32
1989-90			1996-2/97			
1989-1990	\$ 7,248.96	\$ 7,248.96		TOTAL FOR FY 92-93		
1990-1991	8.00%	\$ 7,828.88	1993-94			
1991-1992	6.21%	\$ 8,315.05	1993-1994	\$ 17,760.70	5.52%	\$ 17,760.70
1992-1993	4.70%	\$ 8,705.86	1994-1995		5.76%	\$ 18,741.09
1993-1994	4.38%	\$ 9,087.17	1995-1996		3.21%	\$ 19,775.60
1994-1995	5.52%	\$ 9,588.79	1996-2/97			
1995-1996	5.76%	\$ 10,141.10		TOTAL FOR FY 93-94		
1996-2/97	3.21%	\$ 10,466.63	1994-95	\$ 17,856.66	5.76%	\$ 17,856.66
	TOTAL FOR FY 89-90	\$ 10,466.63	1995-1996		3.21%	\$ 18,885.20
1990-91			1996-2/97			
1990-1991	\$ 17,856.66	\$ 17,856.66		TOTAL FOR FY 94-95		
1991-1992	5.76%	\$ 18,885.20				
1992-1993	3.21%	\$ 19,491.42				
1993-1994						
1994-1995						
1995-1996						
1996-2/97						

AMOUNT OWED TO REDWOOD CITY FOR WS SBSA SEWAGE TREATMENT
COMPOUND INTEREST

	<u>1995-96</u>			
	1995-96	\$ 18,298.48		\$ 18,298.48
	1996-2/97			
	SUMMARY	TOTAL FOR FY 95-96		3.21%
1987-88				
1988-89	\$ 8,975.36			
1989-90	\$ 8,184.05			
1990-91	\$ 10,466.63			
1991-92	\$ 11,863.28			
1992-93	\$ 15,803.86			
1993-94	\$ 19,873.42			
1994-95	\$ 20,410.40			
1995-96	\$ 19,491.42			
TOTAL	\$ 18,885.86			
	\$ 133,954.27			

**AMOUNT OWED TO REDWOOD CITY FOR WS SEWAGE CAPACITY RENTAL
COMPOUND INTEREST**

INTEREST RATE ON UNPAID BALANCE				INTEREST RATE ON UNPAID BALANCE			
F/Y	COST/GAL. PER DAY	NO. OF GAL. PER DAY	TOTAL	FY	COST/GAL. PER DAY	NO. OF GAL. PER DAY	TOTAL
1987-88				1990-91			
1987-1988	7.85%	13,700	\$ 2,344.25	1990-1991	8.00%	22,900	\$ 3,993.21
1988-1989	8.64%		\$ 2,546.79	1991-1992	6.21%		\$ 4,241.19
1989-1990	8.64%		\$ 2,766.84	1992-1993	4.70%		\$ 4,440.52
1990-1991	8.00%		\$ 2,988.18	1993-1994	4.38%		\$ 4,635.02
1991-1992	6.21%		\$ 3,173.75	1994-1995	5.52%		\$ 4,890.87
1992-1993	4.70%		\$ 3,322.92	1995-1996	5.76%		\$ 5,172.59
1993-1994	4.38%		\$ 3,468.46	1996-2/97	3.21%		\$ 5,338.63
1994-1995	5.52%		\$ 3,659.92		TOTAL FOR FY 1990-91		\$ 5,338.63
1995-1996	5.76%		\$ 3,870.73				
1996-2/97	3.21%		\$ 3,994.98	1991-92			
			\$ 3,994.98	1991-1992	6.21%	31,700	\$ 4,297.07
1988-89				1992-1993	4.70%		\$ 4,499.03
1988-1989	8.64%	15,300	\$ 2,878.31	1993-1994	4.38%		\$ 4,696.09
1989-1990	8.64%		\$ 3,127.00	1994-1995	5.52%		\$ 4,955.31
1990-1991	8.00%		\$ 3,377.16	1995-1996	5.76%		\$ 5,240.74
1991-1992	6.21%		\$ 3,586.88	1996-2/97	3.21%		\$ 5,408.97
1992-1993	4.70%		\$ 3,755.46		TOTAL FOR FY 1991-92		\$ 5,408.97
1993-1994	4.38%		\$ 3,919.95				
1994-1995	5.52%		\$ 4,136.33	1992-93			
1995-1996	5.76%		\$ 4,374.58	1992-1993	4.70%	34,247	\$ 3,508.90
1996-2/97	3.21%		\$ 4,515.01	1993-1994	4.38%		\$ 3,662.59
			\$ 4,515.01	1994-1995	5.52%		\$ 3,864.76
1989-90				1995-1996	5.76%		\$ 4,087.38
1989-1990	8.64%	20,300	\$ 3,828.53	1996-2/97	3.21%		\$ 4,218.58
1990-1991	8.00%		\$ 4,134.81		TOTAL FOR FY 1992-93		\$ 4,218.58
1991-1992	6.21%		\$ 4,391.58				
1992-1993	4.70%		\$ 4,597.99	1993-94			
1993-1994	4.38%		\$ 4,799.38	1993-1994	4.38%	34,247	\$ 3,270.00
1994-1995	5.52%		\$ 5,064.31	1994-1995	5.52%		\$ 3,450.50
1995-1996	5.76%		\$ 5,356.01	1995-1996	5.76%		\$ 3,649.25
1996-2/97	3.21%		\$ 5,527.94	1996-2/97	3.21%		\$ 3,766.39
			\$ 5,527.94		TOTAL FOR FY 1993-94		\$ 3,766.39
1989-90							
1989-1990	8.64%	20,300	\$ 3,828.53	1994-95			
1990-1991	8.00%		\$ 4,134.81	1994-1995	5.52%	34,339	\$ 4,132.22
1991-1992	6.21%		\$ 4,391.58	1994-95	5.52%		\$ 4,370.24
1992-1993	4.70%		\$ 4,597.99	1995-1996	5.76%		
1993-1994	4.38%		\$ 4,799.38	1995-1996	5.76%		
1994-1995	5.52%		\$ 5,064.31		TOTAL FOR FY 1995-1996		
1995-1996	5.76%		\$ 5,356.01	1994-95	5.52%		
1996-2/97	3.21%		\$ 5,527.94	1994-95	5.52%		
			\$ 5,527.94	1995-1996	5.76%		

**AMOUNT OWED TO REDWOOD CITY FOR WS SEWAGE CAPACITY RENTAL
COMPOUND INTEREST**

1996-2/97	3.21%			TOTAL FOR FY 1994-95	\$ 4,510.52
1995-96					
1995-1996	5.76%	2.18	35,189		\$ 4,418.61
1996-2/97	3.21%			TOTAL FOR FY 1995-96	\$ 4,560.45
SUMMARY					
1987-88					\$ 3,994.98
1988-89					\$ 4,515.01
1989-90					\$ 5,527.94
1990-91					\$ 5,338.63
1991-92					\$ 5,408.97
1992-93					\$ 4,218.58
1993-94					\$ 3,766.39
1994-95					\$ 4,510.52
1995-96					\$ 4,560.45
				TOTAL	\$ 41,841.46