

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

This is the Fifth Amendment to the **Agreement** (hereinafter the "Agreement") dated August 7, 2001 between the **CITY OF REDWOOD CITY**, a municipal corporation of the State of California ("City"), **THE TOWN OF WOODSIDE**, a municipal corporation of the State of California ("Woodside"), and the **FAIR OAKS SEWER MAINTENANCE DISTRICT** (the "District").

WITNESSETH:

WHEREAS, the Agreement acknowledged that the public health, welfare, and safety require that Woodside be provided sanitary sewage transmission services and Treatment Capacity Rights for sewage emanating from Woodside's Town Center Sewer Assessment District (TCSAD) through the sewer facilities of the District and the City and provided for a Service Area shown in said Agreement as Exhibit A thereof and Exhibits A-1 and A-2 hereto; and

WHEREAS, previous amendments to the Agreement provided for the addition of properties, as shown in Exhibit B hereto, to the Service Area of the TCSAD subject to an amendment to the Agreement; and

WHEREAS, Woodside now desires to further amend the Agreement by identifying certain properties that either have, or may have at some future date, failed on-site sewage disposal systems, which properties have the capability of being sewered by gravity into the facilities of the District and which properties will not be part of the TCSAD nor the identified Redwood Creek Sewer Assessment District; and

WHEREAS, the public health, welfare, and safety require that properties with failed on-site sewage disposal systems be offered the opportunity to connect to a publicly operated and maintained sewage disposal system; and

WHEREAS, the Parties hereby desire to amend the Agreement to add the properties listed and shown in Exhibit C hereto, in furtherance of the public good.

NOW THEREFORE, the parties hereto agree as follows:

1. That the properties shown on Exhibit C attached hereto are eligible to be sewered by gravity into the District's facilities subject to:
 - a. A determination by the Woodside Town Engineer that the existing on-site sewage disposal system serving an eligible property has failed and that there is no reasonable alternative from a health and safety standpoint but a gravity system into District facilities.

- b. A determination, by Resolution, of the Town Council upholding the Town Engineer's determination and the forwarding of a copy of that Resolution to both the City and District.
- 2. Upon a determination by the Town Council that an eligible property may be sewer into the District's facilities, the eligible property shall be subject to all of the provisions of the Agreement, in addition to the following:
 - a. A connection fee shall be paid to the District in an amount determined by the District consistent with Paragraph III of that certain Agreement for Transmission of Sanitary Sewage by and between the Fair Oaks Sewer Maintenance District and the Town of Woodside, dated May 8, 2001.
 - b. A City Facilities Fee and Wastewater Treatment Connection Fee shall be paid to the City in an amount determined by City consistent with the connection of other properties to the sewage facilities of City, as said amount is established from time to time by the City Council. It is acknowledged that the City's Facilities Fee and Wastewater Treatment Connection Fee includes the cost of a portion of the capital cost for the transportation, treatment, and disposal facilities owned and maintained by the South Bayside System Authority (SBSA). In this regard, the provisions of Paragraph VI, "Acquisition of Additional Sanitary Sewage Treatment Capacity", of the Agreement do not apply to the properties shown on Exhibit C.
 - c. Upon being connected to District sewage facilities, the eligible property so connected shall be invoiced on a monthly basis by the City for sewage service consistent with sewage service charges invoiced to other single family dwellings within the City, as said sewage service charges are established from time to time by the City Council. It is mutually understood that the monthly charges for sewer service imposed by City constitute full compensation for the transmission of sewage from the eligible property through the City's sewage facilities and the transmission, treatment, and disposal of said sewage at the SBSA treatment facility. In this regard, the provisions of Paragraph IV "Payment" of the Agreement do not apply to the properties shown on Exhibit C.
- 3. In all other respects the Agreement is reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this _____ amendment to the Agreement the date and year first above written.

CITY OF REDWOOD CITY,
A municipal corporation

ATTEST:  
City Clerk
(SEAL)

By 

City Manager

TOWN OF WOODSIDE,
A municipal corporation

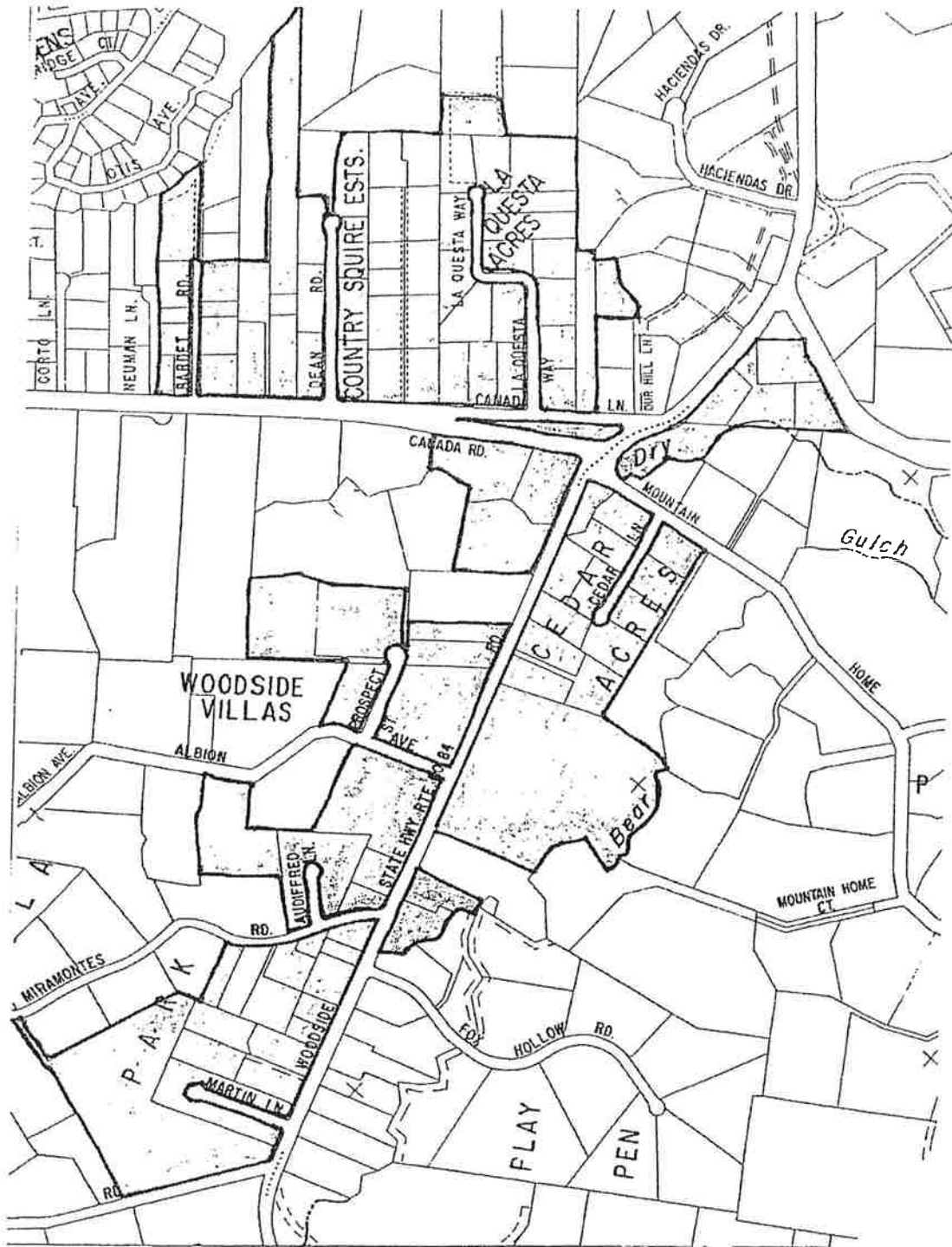
By *Susan E. Beuze*

ATTEST: *Janet A. Kaelich*
City 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)



**EXHIBIT A-1
TOWN CENTER SEWER ASSESSMENT DISTRICT
TOWN OF WOODSIDE**

**BOHLEY
CONSULTING**

1875 SOUTH GRANT STREET, SUITE 550
SAN MATEO, CA 94402
650-358-1484 • FAX 650-358-1487

DATE:	06/24/08
SCALE:	NONE
DWG:	A-BC
JOB No.	200530

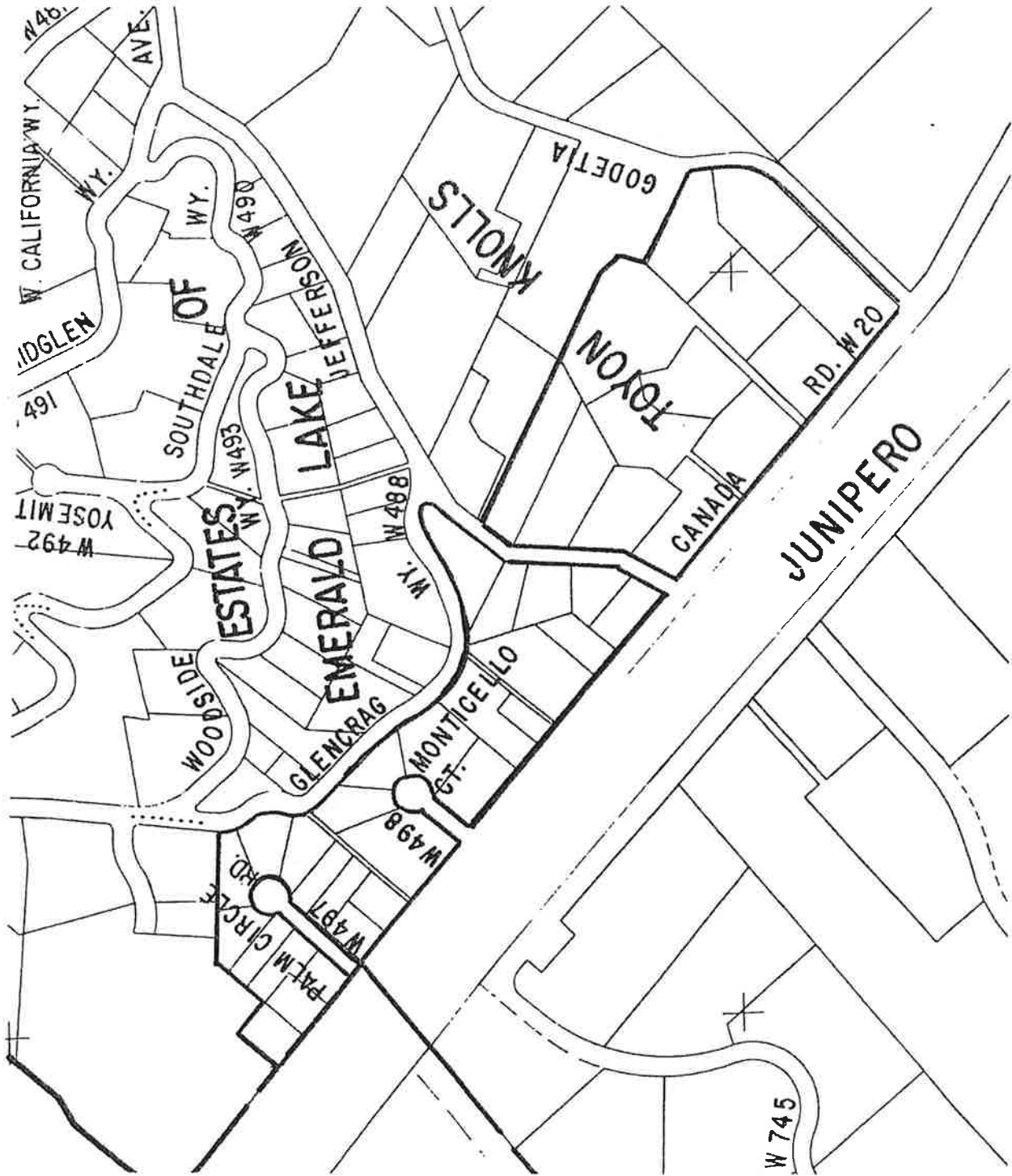


EXHIBIT A-2
TOWN CENTER SEWER ASSESSMENT DISTRICT - EXPANSION AREA
TOWN OF WOODSIDE

**BOHLEY
CONSULTING**

1875 SOUTH GRANT STREET, SUITE 550
 SAN MATEO, CA 94402
 650-358-1484 • FAX 650-358-1487

DATE:	06/24/08
SCALE:	NONE
DWG:	A-BC
JOB No.	200530



EXHIBIT B
PARCELS ANNEXED TO THE TOWN CENTER SEWER ASSESSMENT DISTRICT
TOWN OF WOODSIDE

**BOHLEY
CONSULTING**

1875 SOUTH GRANT STREET, SUITE 550
SAN MATEO, CA 94402
650-358-1484 • FAX 650-358-1487

DATE:	06/24/08
SCALE:	NONE
DWG:	A-BC
JOB No.	200530

EXHIBIT C

List of Assessor Parcel Numbers:

073-132-160

073-132-200

073-132-210

073-132-240

073-132-250

073-133-210

073-133-270

073-133-280

073-133-340

and

Map of Parcels (following page)

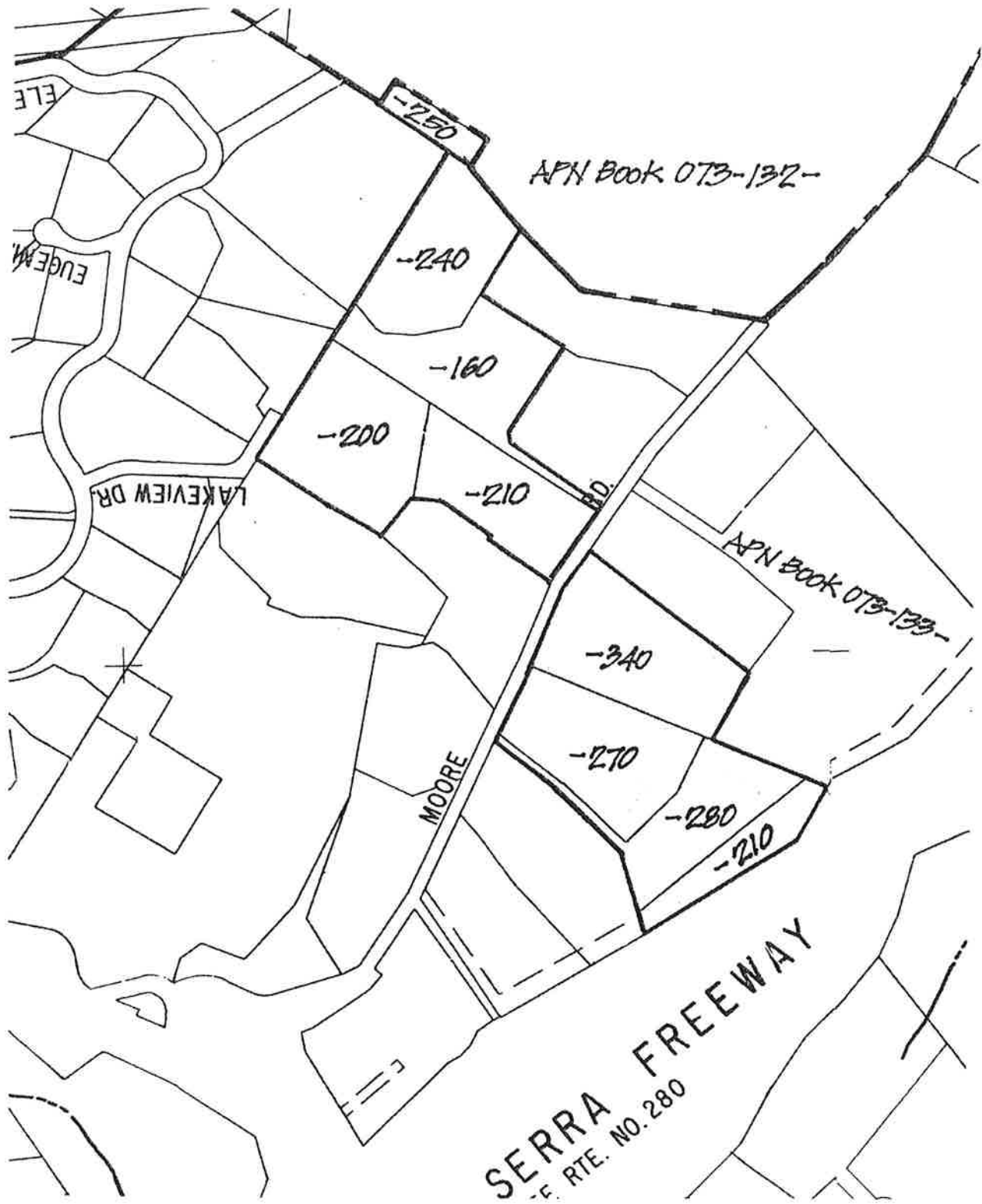


EXHIBIT C

PROPERTIES ELIGIBLE TO BE SEWERED PURSUANT TO TOWN OF WOODSIDE ORDINANCE NO. 2007-537
TOWN OF WOODSIDE

**BOHLEY
CONSULTING**

1875 SOUTH GRANT STREET, SUITE 550
SAN MATEO, CA 94402
650-358-1484 • FAX 650-358-1487

DATE:	06/24/08
SCALE:	NONE
DWG:	A-BC
JOB No.	200530