AGREEMENT

SANITARY SEWERAGE TREATMENT CAPACITY RIGHTS AND SERVICES

WITNESSETH:

WHEREAS, District is a sewer maintenance District which owns and operates certain sanitary sewerage collection and transmission facilities serving lands within its boundaries; and

WHEREAS, pursuant to an agreement dated 5 August 1952, as amended, by and between District and City, the parties currently provide for the transmission, treatment and disposal of sewage emanating from District; and

WHEREAS, City is a party to that certain joint exercise of powers agreement (hereinafter described), establishing the South Bayside System Authority, a public entity, which currently provides sanitary sewerage transmission and disposal services to City and to other constituent agencies of said Authority; and

WHEREAS, said Authority proposes to construct, operate and maintain new sanitary sewerage facilities in conjunction with its present transmission and disposal facilities to serve its service area which includes the land within the District; and

WHEREAS, the construction of said new sanitary sewerage treatment facilities is to be funded by Federal and State grants, together with local public funds, but the capacity of said facilities so grant-funded to treat sewage is restricted by Federal and State regulations implementive of the Federal Water Pollution Control Act, as amended; and

WHEREAS, grant eligible capacity (hereinafter defined) is available in the amount hereinafter specified to treat sewage which may emanate from the lands situate within District's service area, but no treatment capacity will be available to treat such sewage in excess of said grant eligible capacity unless funding for the construction of such non-grant eligible capacity (hereinafter defined) is separately provided; and

WHEREAS, the new sanitary sewerage facilities are designed to include sufficient capacity to accommodate the anticipated requirements for treatment of sewage which may emanate from the lands within District's service area, but not to exceed the maximum amounts hereinafter specified; and

WHEREAS, City, the other constituent agencies of the South Bayside System Authority, and the County of San Mateo, have enacted certain uniform sanitary

sewerage ordinances necessitated by, and compatible with, the proposed new sanitary sewerage treatment facilities, the Federal Water Pollution Control Act, as amended by the Federal Water Pollution Act Amendments of 1972 (Public Law 92-500, 33 U.S.C. §§1151, et seq.), and Federal and States enactments implementive thereof; and

WHEREAS, said ordinances are effective and enforceable throughout the respective boundaries of City, the County of San Mateo, and the constituent agencies of the South Bayside System Authority; and

WHEREAS, District has capacity rights in the City's present transmission, pumping, and disposal facilities in the amount of 3-1/3% of the total capacity of said existing facilities; and

WHEREAS, in view of the changed circumstances with respect to provision for, and regulation of, sanitary sewerage treatment facilities, the parties thereto desire to provide for transmission, treatment and disposal of sewage emanating from District using Authority's new treatment facilities and, prior to completion of said facilities, to provide for interim services to be furnished, in part, pursuant to the prior existing agreement between City and District, all subject to the terms and conditions hereinafter set forth;

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

- l. <u>DEFINITIONS</u>. The following words or phrases wherever used in this agreement shall have the meanings hereinafter respectively ascribed thereto:
 - a. <u>Authority</u>. The South Bayside System Authority, a public entity established by joint exercise of powers agreement made pursuant to Articles I and II (commencing with §6500) of Chapter 5, Division 7, Title I, of the California Government Code, and entered into by and between the Cities of Belmont, Redwood City, and San Carlos, municipal corporations of the State of California, and the Menlo Park Sanitary District, a sanitary district formed pursuant to the Sanitary District Act of 1923 (Div. 6 [commencing with §6400], Calif. Health & Safety C.).
 - b. <u>Authority's Treatment Plant</u>. That sanitary sewerage treatment plant and associated appurtenances and facilities proposed to be constructed, operated and maintained by Authority as a part of Authority's sewerage facilities under and pursuant to the joint exercise of powers agreement described in paragraph l(a) hereof. Said treatment plant, appurtenances and facilities and the construction thereof are described in those certain plans and specifications entitled "Subregional Wastewater Works Unit No. 1 Wastewater Treatment Plant", dated 1977, and prepared by Jenks & Harrison, Consulting Sanitary and Civil Engineers.
 - c. <u>Capacity Rights (or "Treatment Capacity Rights")</u>. The right to use sanitary sewerage treatment capacity of Authority's treatment plant, pumping, transmission, and disposal facilities, expressed in treatment of wastewater volume in millions of gallons per day (MGD), biochemical oxygen demand

- (BOD_5) in pounds per day (lbs/day) and total suspended solids (TSS) in pounds per day (lbs/day). Actual amounts of capacity rights shall be measured or determined in accordance with the practices, procedures and/or rules or regulations established by Authority or to which Authority or City are subject, and with such meters or other equipment as may be required (at the cost of District) by Authority or City or otherwise provided pursuant to such practices, procedures and/or rules or regulations. Ownership of capacity rights consists of the right to treatment of wastewater (sewage) in the maximum MGD of volume, lbs/day of BOD $_5$, and lbs/day of TSS specified herein and subject to quality and/or other pollutant limitations thereon established by Authority and/or City. Ownership of capacity does not include ownership of, or any right or title to, any real or personal property or improvements of City or Authority for any such property or improvements covered by this agreement.
- d. <u>Capital Costs</u>. The capital costs of construction of Authority's treatment plant as defined and described in the joint exercise of powers agreement described in paragraph l(a) hereof, and including, but not limited to, the cost of all materials and work performed in such construction, all engineering, administration, legal, fiscal, and all other costs of work, materials, land acquisition, contingencies and services attributable to the capital costs of Authority's treatment plant.
- e. <u>City</u>. The City of San Carlos, a municipal corporation of the State of California.
- City's and/or Authority's Sewerage Facilities. Any and all devices, facilities, equipment, improvements or systems owned or used by City or Authority, or by both City and Authority, in the collection, storage, treatment, recycling, reclamation, or disposal of wastes or wastewater, including interceptor sewers, outfall sewers, or lines, sewage collection systems, pumps, power plants, treatment plants, recycling or reclamation plants, and other equipment and appurtenances thereto; extensions, improvements, remodeling, modifications, additions or alterations thereof; chemicals, materials or supplies used in connection therewith; or any other facilities, including land and improvements thereon, which are an integral part of the treatment process of City or Authority, or both City and Authority, or which are used for ultimate disposal of residues, effluent, or discharges, resulting from such treatment, or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of wastes or wastewater, including storm water runoff, industrial wastes, domestic wastes, or any combination thereof. District. The Harbor Industrial Sewer Maintenance District, formed
- g. <u>District</u>. The Harbor Industrial Sewer Maintenance District, formed pursuant to Section 5820, et. seq., of the California Streets and Highways Code.
- h. <u>District Engineer</u>. The Director of Public Works of the County of San Mateo, California, or his duly authorized officers, employees, or agents.
- i. <u>District's Sewerage Facilities</u>. District's sanitary sewerage collection and transmission facilities and associated appurtenances.
- j. Grant Eligible Capacity. That portion of the total treatment capacity or Authority's treatment plant, the capital costs of which are funded in part, or are to be funded in part, by grants issued pursuant to the Federal Water

Pollution Control Act Amendments of 1972 (P.L. 92-500, 86 Stat. §§816, et. seq., 33 U.S.C. §§1151, et seq.), and Federal and State (including State funding) enactments implementive thereof. The total amount of grant eligible capacity is restricted pursuant to the water pollution control laws on the basis of population projections for "critical air basins" (relating to air quality within Authority's service area).

- k. Non-Grant Eligible Capacity. That portion of the total treatment capacity of Authority's treatment plant, the capital costs of which are, or shall be, entirely borne by the user or owner of the rights to such capacity. "District's non-grant eligible capacity rights" means District's rights to use that portion of the non-grant eligible capacity set aside to District by City pursuant to this agreement.
- 1. Operative Date of Authority's Treatment Plant. The date upon which Authority's treatment plant is operated and maintained so as to be capable of receiving and treating sewage emanating from District's territory.
- m. <u>Prior Existing Agreement</u>. Collectively, that certain agreement by and between District and San Carlos and Belmont, dated 5 August 1952, together with any and all amendments, supplements, revisions, or addenda thereto not herein specified.
- n. <u>Sewage</u>. Waste and wastewater as defined in San Carlos' Uniform Sanitary Sewerage Ordinance, as the same may from time to time be amended.
- o. <u>Uniform Sanitary Sewerage Ordinances</u>. Those ordinances, rules, regulations, resolutions, orders, or directives, and any amendments or revisions thereto, enacted by San Carlos, the other constituent agencies of Authority, and County, uniform in substance, and establishing standards, conditions, and other regulations, relating to the use of such enacting agencies' and Authority's sewerage facilities.
- 2. GRANT ELIGIBLE CAPACITY RIGHTS. (a) Allocation. The parties hereto acknowledge that City has provided grant eligible capacity in the design of Authority's treatment plant to treat sewage emanating from lands situate within District's service area in the following amounts: 0.300 MGD, 346 lbs/day BOD₅, and 396 lbs/day TSS. City hereby acknowledges that, on and after the operative date of Authority's treatment plant, and subject to the terms and conditions hereof, San Carlos shall provide not less than the aforementioned grant eligible capacity rights for District's use for lands within District's service area.
- (b) <u>Title</u>. Title to the aforesaid grant eligible capacity rights is, and shall remain at all times, vested in City; provided, however, that said grant eligible capacity rights shall be reserved and provided for District's use as aforesaid.
- 3. NON-GRANT ELIGIBLE CAPACITY RIGHTS. (a) Sale. Subject to the terms and conditions hereof, City hereby sells, assigns, transfers, allocates and sets over unto District non-grant eligible capacity rights in the amount of 0.030 MGD, 63 lbs/day BOD₅, and 63 lbs/day TSS.
- (b) <u>Rights</u>. Ownership of the aforesaid non-grant eligible capacity rights, together with all rights and privileges of use appurtenant thereto, shall be vested in District upon the operative date of Authority's treatment plant, as the sole and exclusive possessor thereof, subject to the terms and conditions hereof.

District shall, and does hereby, have the right to allocate, sell, assign, lease, license, or otherwise dispose of said non-grant eligible capacity, or any portion

thereof, at and for, any consideration which District may determine to any person, firm, corporation, association, partnership, governmental agency or other entity for use within District's territorial limits.

(c) <u>Transfers</u>. District may, upon written consent of City, evidenced by resolution of City's City Council, granted pursuant to the provisions hereinafter specified, sell, assign, lease, license, or otherwise dispose of, at and for, any consideration which District may determine to any person, firm, corporation, association, partnership, governmental agency, or other entity, District's non-grant eligible capacity rights for use within the sanitary sewerage service area of City as now or hereafter defined, or, subject to the additional written consent of Authority, for use outside such service area of City but within the service area of Authority.

In the event of a sale, assignment, or other permanent disposition of District's non-grant eligible capacity rights, or any portion thereof, to a property owner or other person lawfully in possession of property to which connection or connections thereof are made to the sanitary sewerage collection system serving such property, all right, title and interest in and to and ownership of the capacity rights so conveyed, measured in accordance with paragraph l(c), shall, as separate such rights be extinquished, and the right of the transferce to such capacity rights to use the sanitary sewerage capacity shall be no different than that of any other similarly situated user of the sanitary sewerage to which such connection is made irrespective of the funding of sanitary sewerage treatment capacity, and all right, title and interest in and to, and ownership of such capacity rights shall be deemed merged with all such rights, title, interest and ownership of the public entity having jurisdiction over the sanitary sewerage system to which such connection is made, and the capacity rights so merged shall become a part of the total allocation of the capacity rights to such public entity.

In the event of a lease, license or other temporary disposition of District's nongrant eligible capacity rights, or any portion thereof, to a property owner or other lawfully in possession of property to which connection or connections thereof are made to the sanitary sewerage collection system serving such property, the transferee of the capacity rights shall have the exclusive right of use thereof only with respect to the property so connected to said collection system and only for the term of duration (or until earlier termination) of such lease, license, or other temporary dispostion. Such transferee shall have no right or authority to sublease, license or otherwise convey the capacity rights possessed by said transferee, and any document between District and such transferee evidencing the transfer of capacity rights shall contain a clause prohibiting such further transfer, and any attempt at such further transfer shall be void. Upon expiration or earlier termination of the term or duration of any such lease, license or other temporary dispostion of the capacity rights so conveyed by District, the right of use and possession thereof shall revert to District, and said capacity rights shall be deemed severed from the land to which they pertained during said leasing, licensing or other temporary disposition, and all rights and privileges of use appurtenant thereto shall again be vested in District, subject to all terms and conditions hereof.

City's consent to any such proposed sale, assignment, leasing, licensing or other disposition shall be made in accordance with the following procedure:

- (i) District shall submit written application to City therefor;
- (ii) City's Administrator shall review, or cause to be reviewed, said written application and shall submit a report thereon with recommendations to City's City Council and to District;
- (iii) The City Council shall review District's written application and the City Administrator's report and recommendations, and shall receive and review any additional written or oral presentation with respect to the subject of the proposed sale, assignment, leasing, licensing or other disposition which said Council, in its discretion, deems relevant;
- (iv) The consent of the City Council shall be made within three months of the date of submission by District of its application; provided, however, that said period shall be extended by an amount (as the City Council shall determine) equal to any delays occasioned by District in responding to reasonable requests of the City Administrator for additional information or notification necessary or appropriate for preparation of the Administrator's report;
- (d) City's Right to Purchase. In the event District proposes or intends to sell, assign, lease, license, or otherwise dispose of District's non-grant eligible capacity rights, or any portion thereof, pursuant to the provisions of paragraph 3(c) hereof, District shall give to City written notice of such proposal or intention. Thereupon, and within 60 days of receipt of said notice, City shall have, and is hereby granted, the right and option to purchase, lease, license or otherwise acquire the non-grant eligible capacity rights proposed or intended to be sold, assigned, leased, licensed, or otherwise disposed of, (i) at the fair market value of said capacity rights then prevailing, or (ii) at the price hereinafter in paragraph 5(b) specified (reduced proportionately, in the event less than the whole amount of said non-grant eligible capacity rights is proposed to be sold), or (iii) at the price and upon the terms offered to District in writing by a bonafide prospective purchaser, assignee, lessee, or licensee, whichever amount is greater. If City fails to so advise District, or advises District of its intention not to exercise said right and option, District may sell, assign, lease, license, or otherwise dispose of the non-grant eligible capacity rights proposed to be sold in accordance with, and subject to, the provisions of paragraph 3(c).
- 4. SERVICES. Upon and after the operative date of Authority's treatment plant, City shall furnish sanitary sewerage transmission, pumping, treatment, and disposal services to District for sewage emanating from District and discharged into City's system at such place or places, and subject to the construction, installation and maintenance (all at District's cost) of metering or other measuring devices as City shall specify.
- 5. PURCHASE PRICE CAPACITY RIGHTS. (a) Estimates. It is understood and agreed that the final cost of the Authority's Treatment Plant has not been determined and may only be estimated until final quantities and all contract change order costs have beed decided. The cost of the Authority's 24.0 MGD is now estimated at \$55,706,293, resulting in an estimated average cost of \$2.32 per gallon of capacity.
- (b) Grant Eligible Capacity. Under the provision of existing rules and regulations, 87.5 percent of the cost of eligible items is eligible for reimbursement from Federal and State Grants. The City must pay 12.5 percent of the cost of grant eligible items.

The City's 12.5 percent share of the grant eligible capacity is estimated to cost \$0.347 per gallon. District shall pay to City as reimbursement for the estimated local share of the 300,000 GPM grant eligible capacity allocated to District hereunder, the sum of ONE HUNDRED FOUR THOUSAND ONE HUNDRED DOLLARS.

- (c) <u>Non-Grant Eligible Capacity</u>. Under the provisions of existing rules and regulations, the City must pay 100 percent of the cost of all non-grant eligible capacity now estimated to cost \$2.95 per gallon. District shall pay to City as reimbursement for the estimated cost of the 30,000 GPD non-grant eligible capacity allocated to District hereunder, the sum of EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS.
- (d) <u>Payment</u>. District shall pay to City the estimated costs of District's grant eligible capacity pursuant to Paragraph 5(b) and District's non-grant eligible capacity pursuant to Paragraph 5(c) within thirty (30) calendar days of the date of this Contract.
- (e) <u>Final Adjustment of Costs</u>. It is further understood and agreed that the aforesaid dollar amounts are estimates only and that the final actual cost of the District's grant eligible capacity rights, reserved hereunder and District's non-grant eligible capacity rights conveyed hereunder, shall be recomputed on the basis of the final total cost of Units 1, 2 and 3 of the Authority's Treatment Plant, including incidentals. District and City further agree method of determining final District costs shall be as, or similar to, method Authority uses in determining final City costs. District and City further agree District shall pay any increase to City and City will refund any decrease to District within twelve months of determination of final cost.
- 6. <u>COMPENSATION SERVICES</u>. (a) <u>Amounts</u>. For and in consideration of the collection, transmission, pumping, treatment and disposal of sewage emanating from District's territory. District shall pay to City City's cost of providing such services, including, but not necessarily limited to, that portion of the costs of maintenance and operation payable by City to Authority attributable to the treatment of sewage emanating from District's territory, plus reasonable costs of administration incurred by City in carrying out its obligations to District for such service hereunder. The costs of such services shall be based upon the quality and quantity of sewage emanating from District's territory, measured or determined by meters or other equipment furnished at District's cost, and in accordance with practices, procedures and/or rules or regulations established by Authority or City or to which Authority or City are subject.
- (b) Payments. Amounts payable pursuant to paragraph 6(a) thereof shall be paid in installments, payable, in advance, based upon estimates calculated by Authority and billed to City. Upon receipt of such billing, City shall bill District for District's amount payable hereunder, which amount shall be payable by District to City within 30 days of billing therefor. Upon determination of actual amounts due, calculated by Authority, City shall charge or credit, as the case may be, District for additional amounts or for refunds, and apply the same to the next succeeding installment payable by District.
- 7. <u>INSPECTION SERVICES</u>. District shall provide appropriate and adequate inspection services within District's territorial limits for the duration of this agreement, which services shall include, but not necessarily be limited to, enforcement of the provisions of the Uniform Sanitary Sewerage Ordinance effective within District's territory.

- 8. <u>DISTRICT'S SERVICE AREA</u>. The furnishing of the services to District by City herein specified, and the treatment capacity rights reserved and conveyed to District hereunder are expressly limited to sewage emanating from property situate within the service area of District as it exists upon the date hereof, which area is described in "Exhibit A" hereof, attached hereto, and by this reference incorporated herein; subject, however, to the provisions of paragraph 3(c) relating to the sale, assignment, leasing, licensing or other disposition of District's non-grant eligible capacity rights.

 9. <u>WITHDRAWAL OF DISTRICT'S TERRITORY</u>. City and District are aware that (a) all or a portion or portions of the District's territory could be annexed to either San Carlos or Belmont; (b) said annexations do not necessarily require the detachment from the District of territory so annexed; (c) if said detachment did occur, agreements between the entitites involved would have to be entered into covering transmission, treatment and disposal of sewage emanating from said annexed territory.
- Therefore, the City and District concur that the allocation of capacity rights to the annexed territory shall be determined at such time as detachment of said territory takes place and by and between the parties affected by said detachment.
- 10. <u>PROHIBITED DISCHARGES</u>. District shall not discharge or permit to be discharged either directly or indirectly into City's or Authority's sewerage facilities any sewage or other matter which is prohibited by City's Uniform Sanitary Sewerage Ordinance, or which otherwise threatens to cause, or will cause, damage to City's or Authority's sewerage facilities.
- II. <u>UNAUTHORIZED DISCHARGES</u>. District shall notify City immediately upon ascertaining that sewage has been deposited into District's or City's sewerage facilities in violation of the Uniform Sanitary Sewerage Ordinances of County or City. Such notification shall not relieve or absolve District from liability in any manner whatever which may result by reason of such unauthorized discharge.
- MAINTENANCE, EMERGENCY CORRECTIONS. District agrees to maintain, repair, replace and operate District's sewerage facilities in good and operable condition while this agreement is in effect so as not to impair the efficiency or operation of City's or Authority's sewerage facilities, or to exceed the MGD, BOD5, or TSS limitations herein specified, 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 the territory of District in order to correct, eliminate or abate a condition within said territory which threatens to cause, causes, or caused damage to City's or Authority's sewerage facilities, or which otherwise threatens to cause, causes or caused a violation of any provision of the Uniform Sanitary Sewerage Ordinance of County or City, District shall perform, or cause to be performed, such repairs, construction or other public work. In the event District fails to perform or fails to cause to be performed such repairs, construction or other public work, then City may make reasonable emergency repairs at the sole cost and expense of District in a total sum not to exceed Five Thousand Dollars (\$5,000.00) per emergency; provided, however, that the foregoing amount shall not be deemed a limitation upon the above described obligation of District to perform all such repairs, construction or other public work entirely at District's cost.
- 13. <u>HOLD HARMLESS</u>. To the extent permissable by law, District shall and hereby agrees to hold City, their Council, boards, commissions, officers, employees, and agents, and Authority, its governing commission, officers, employees and agents, harmless from any liability for damages or claims for damages resulting, or alleged

to have resulted, from personal injury, including death, and/or from liability for damages or claims for damages to property or loss thereof, including loss of use thereof, resulting in any manner, directly or indirectly, by reason of any negligent or willful act or ommission on the part of District, its officers, employees or agents in the performance of District's duties and obligations hereunder. District agrees to, and shall, to the extent permissable by law, indemnify and defend City, its Council, boards, commissions, officers, employees, and agents, and Authority, its governing commission, officers, employees and agents from any suits or actions at law or in equity for any damages or loss, whatsoever, caused or alleged to have been caused, by any of the aforesaid acts or ommissions.

- 14. <u>INTERPRETATION</u>. This agreement shall be interpreted to insure the public against the creation and/or continuation of conditions inimical to the public health, safety and general welfare.
- 15. <u>INJUNCTIVE RELIEF</u>. Both City and District expressly agree that each and every term and condition of this agreement may be enforced by injunctive relief in any Court of competent jurisdiction.
- 16. ATTORNEYS' FEES. In the event of any breach of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.
- 17. <u>SUPPLEMENTAL AGREEMENTS</u>. It is expressly understood and agreed by the parties hereto that this agreement may from time to time be revised, altered, amended or supplemented by written agreement approved and entered into in the ame manner as this agreement.
- 18. PRIOR EXISTING AGREEMENT. Prior to the operative date of Authority's treatment plant, City shall continue to furnish sanitary sewerage treatment services to District, and District shall compensate City therefor, in accordance with, and pursuant to the terms and conditions pertaining thereto, of the prior existing agreement. Upon and after the operative date of Authority's treatment plant, the prior existing agreement shall fully cease and terminate, subject to the satisfaction of obligations thereunder incurred but not yet satisfied prior to said operative date, and the provisions hereof shall fully supersede and replace said prior existing agreement.
- 19. EXCUSE OF PERFORMANCE. In the event Authority's treatment plant is not constructed, or, after construction, does not operate or is prevented from operating so as to treat sewage emanating from District's territory as herein contemplated by reason of fire, flood, earthquake, damage or destruction by the elements, labor strike, any unavoidable casualty or accident, or by reason of any governmental disapproval, or the withholding, or failure to issue or grant any required governmental approval, or by reason of any governmental regulatory action, then, in the event of occurrence of any such contingency, City shall be excused from performance of any of its obligations not discharged or performed at the time of such occurrence. Any sums advanced by District pursuant to this agreement remaining in the possession of City with respect to which City is not obligated to pay Authority, or to any other payee at the time of the occurrence of such contingency, shall be refundable to District. Notwithstanding the foregoing, if after such occurrence, and within the period of five years therefrom, Authority or any successor thereof, does recommence construction or reconstruction of Authority's treatment plant, or said plant does, within said period of time, become operable and capable of treating sewage emanating from District, then the mutual rights, obligations, and duties of the parties hereto shall remain in full force and effect.

- 20. REPRESENTATIVES. The respective representatives for the administration of this agreement, and to whom notices or other communications deemed necessary or appropriate hereunder shall be given are, in the case of the District, the Director of Public Works of County, and in the case of City, the City Engineer.
- 21. PARAGRAPH, SUBPARAGRAPH HEADINGS. Paragraph headings and subparagraph headings as used herein are for convenience, only, and shall not be deemed to alter or amend the provisions of the paragraph or subparagraph which they head.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first hereinabove written.

ATTEST:

CITY OF SAN CARLOS,

A Municipal Corporation

Cly Clerk

By_

Mayor

ATTEST:

HARBOR INDUSTRIAL SEWER MAINTENANCE

DISTRICT, A Sewer Maintenance Dist-

rict of the County of San Mateo

Clerk of Board

Chairman of Board of Supervisors, County of San

Mateo as the Ex-Officio Governing Board of the

HARBOR INDUSTRIAL SEWER MAINTENANCE

DISTRICT

HARBOR INDUSTRIAL SEWER MAINTENANCE DISTRICT SERVICE AREA

