

SSMP
ELEMENT 3 – Legal Authority
APPENDIX 3.3c

City of Belmont Agreement

AMENDMENT TO
AGREEMENT BETWEEN CITY OF SAN MATEO AND CITY OF BELMONT FOR
SANITARY SEWER MAIN CONNECTIONS AND CHARGES

THIS AMENDMENT is entered into this 1st day of MARCH, 2004, by and between the CITY OF SAN MATEO, hereinafter called "San Mateo", and the CITY OF BELMONT, hereinafter called "Belmont".

RECITALS

WHEREAS, the parties have previously entered into an Agreement for Sanitary Sewer Main Connections and Charges dated October 20, 1981, and now wish to amend said Agreement;

WHEREAS, Belmont finds it difficult, if not impossible, to provide water consumption data for the months of October through March as required by recital Section 7(b) of the current agreement;

WHEREAS, Belmont is unable to supply the consumption data by April of each year to San Mateo as required by Recital Section 8;

WHEREAS, San Mateo requires additional time at year end to close the fiscal year and provide Belmont with either a refund or request for additional payment beyond the September 1 date as required by Recital Section 9;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO, AS FOLLOWS:

1. Recital. Recital Section 7(b) of the current agreement is revised to change the consumption months used to arrive at the fee for conveyance, treatment and disposal of sewage from October through March to November through April. Recital Section 7(b) now reads:

A fee for conveyance, treatment, and disposal of sewage. The amount of the fee to be arrived at by taking the average of five winter months (November through April) of household potable water metered consumption (extrapolated to 12 months) for sewer users in BELMONT and SAN MATEO and dividing it into the pro rata cost share of budgets for annual conveyance, treatment, and disposal of sewage to be expended by AN MATEO in behalf of SAN MATEO and BELMONT, thereby to obtain a cost per 100 cubic feet of potable water used to convey, treat, and dispose of sewage emanating from such domestic potable water usage. Based on that amount per 100 cubic feet of water consumption, multiply the metered water usage of BELMONT properties to arrive at a total amount for conveyance, treatment, and disposal due SAN MATEO from BELMONT.

2. Recital Recital Section 8 of the current agreement is revised to change the month that the consumption data will be supplied by Belmont to San Mateo

from April to June and to change the consumption months used to arrive at the fee for conveyance from October through March to November through April. Additionally, Belmont is to supply supporting backup (i.e., actual water consumption for each month). Recital Section 8 now reads:

BELMONT will supply SAN MATEO with the five winter months metered water usage (November through April) (averaged and extrapolated to 12 months usage including supporting backup) in June of each year for each BELMONT property or unit served in BELMONT. Winter consumption readings minimize distortion of charges due to irrigation usage in gardens. SAN MATEO will provide budget figures and actual last year's expenditures figures to BELMONT in July of each year.

3. Recital Recital Section 9 of the current agreement is revised to change the September 1 time of additional payment or refund to October 1. Recital Section 9 now reads:

Time of Payments – Payments pursuant to said formula shall be made during the month of July of each fiscal year as compensation in advance for estimated costs for such fiscal year. Subsequent additional payments or refunds are to be determined after the close of the fiscal year not later than October 1, of the succeeding fiscal year to adjust the amount to become equivalent to the cost experienced during the fiscal year if different than the advance payment made at the beginning of the fiscal year.

All other terms shall remain unchanged and in full force and effect.

CITY OF SAN MATEO, a
Municipal Corporation

CITY OF BELMONT, a
Municipal Corporation

By: Carole Groom
San Mateo Carole Groom, Mayor

By: George Metropulos
Belmont George Metropulos, Mayor

Attest: Norma Gomez
City Clerk Norma Gomez

Attest: Terri Cook
City Clerk Terri Cook

AGREEMENT
BETWEEN CITY OF SAN MATEO AND CITY OF BELMONT
FOR SANITARY SEWER MAIN CONNECTIONS AND CHARGES

THIS AGREEMENT, made and entered into this 20th day of October, by and between the CITY OF SAN MATEO, a Municipal Corporation, hereinafter referred to as "SAN MATEO" and the CITY OF BELMONT, a Municipal Corporation, hereinafter referred to as "BELMONT".

RECITALS:

1) There exists an agreement, dated March 31, 1954, between SAN MATEO and BELMONT authorizing BELMONT to have certain connections of sanitary outfall sewers to SAN MATEO sewers and containing a consideration formula for the privilege of connection and subsequent treatment of sewage by SAN MATEO;

2) The consideration for permission to retain connections and for service set forth in that agreement was based on a formula of; "The total of an amount a) arrived at by applying a rate provided in (b) below, per \$100 assessed valuation as shown on the secured rolls of the County of San Mateo for those properties within the CITY OF BELMONT, served by the sanitary outfall sewers of the CITY OF SAN MATEO";

b) "The rates shall be the cost per \$100 assessed valuation as shown on the secured rolls of the County of San Mateo for properties situated within the CITY OF SAN MATEO for the operation, maintenance, and depreciation of the sewage treatment plant, force main and pumps, and the principal and interest of any bonded indebtedness incurred therefore;"

3) The time of payment under said formula was to be during the month of January of each calendar year, in advance, for the calendar year;

4) Inasmuch as elective Proposition 13 of the State of California has "frozen" some assessed valuations while other assessed valuations are allowed to be escalated upon the creation or sale of properties causing the base of assessed valuation between properties in BELMONT and SAN MATEO to become aberrated for comparison, it is necessary that the basis of charges to BELMONT properties for services through SAN MATEO trunk lines, pump plants, and treatment facilities be changed to a more equitable and representative formula;

5) SAN MATEO and BELMONT have further agreed, in a second document dated October 6, 1980, that SAN MATEO would authorize additional connections to SAN MATEO sewers in the Lauriedale area east of Old County Road, near U.S. 101, for adjacent BELMONT houses in the Woodbridge Park, Unit D, Subdivision. Terms and conditions of that second agreement included:

a) SAN MATEO and BELMONT agree to extend the terms and conditions of the March 31, 1954, agreement to the sewer service of Woodbridge Park Subdivision Unit D on an interim basis with provision for connection charges for Unit D.

b) The agreement dated March 31, 1954, between CITY OF SAN MATEO and CITY OF BELMONT will continue in effect for all BELMONT properties until April 1, 1982, at which time the payment of Sewer Service Charges will be revised by substitute agreement to conform with the current sewer service charge method in effect within the CITY OF SAN MATEO.

c) THE CITY OF BELMONT will pay to the CITY OF SAN MATEO a connection fee of \$250.00 per single family home connected in Woodbridge Park Unit D payable to SAN MATEO at the time the building permits are issued by the CITY OF BELMONT.

d) An inspection-service manhole will be constructed at the CITY boundary in the sewer line serving Woodbridge Park Unit D.

e) BELMONT will operate and maintain all sewer lines in BELMONT. SAN MATEO will operate and maintain all sewer lines, pumps, and treatment facilities in SAN MATEO.

f) SAN MATEO shall have the right to inspect new and existing sewer lines and laterals in BELMONT for soundness, rate of infiltration of storm and ground waters, and illicit connections.

6) All conditions, rights, and charges should be uniform for properties in BELMONT sewered through SAN MATEO.

NOW THEREFORE, it is hereby agreed as follows:

a) The agreement between the CITY OF SAN MATEO and the CITY OF BELMONT for sanitary outfall sewer connection and charts dated March 31, 1954, is superseded by this agreement and of no force or effect.

b) The agreement dated October 6, 1980, regarding sewer connections and charges for BELMONT properties in Woodbridge Park, Unit D, to SAN MATEO is superseded by this agreement and of no force or effect.

c) All present BELMONT connections to the SAN MATEO sewer mains are to remain as presently constituted. It is further agreed that at each intersection point of BELMONT sewer mains with SAN MATEO sewer mains at the City boundary lines, there shall be a manhole located near the boundary line for inspection and testing of entering flows from properties in BELMONT.

d) That before new BELMONT connections are made to sewer mains tributary to SAN MATEO in BELMONT or substantial changes made in present land uses and intensities in BELMONT properties served by existing connections, that ~~SAN MATEO will be consulted and permission obtained to add the sewage flows therefrom to the SAN MATEO system.~~ SAN MATEO will not unreasonably withhold approval therefore.

e) That SAN MATEO has the privilege of inspecting mains, lines, and tributary properties in BELMONT to insure compliance with State Water Quality Control Board, Federal EPA, and SAN MATEO rules, regulations, and ordinances relating to kinds and amounts of sewage that may be introduced to the system for conveyance and treatment.

f) That as consideration for said connections and for the service of conveying and treating the sewage from properties in BELMONT that BELMONT will pay in advance to SAN MATEO each fiscal year, beginning July 1, each year of this agreement amounts based upon the following formula:

7) a) A connection fee for each new commercial, manufacturing or residential unit added to the BELMONT system draining to SAN MATEO at the time it is added. The fee shall be as agreed upon by mutual Council resolutions, including changes from time to time. Initial residential fee shall be \$250.00 per single family unit added to the BELMONT system.

b) A fee for conveyance, treatment, and disposal of sewage. The amount of the fee to be arrived at by taking the average of five winter months (October through March) of household potable water metered consumption (extrapolated to 12 months) for sewer users in BELMONT and SAN MATEO and dividing it into the pro rata cost share of budgets for annual conveyance, treatment, and disposal of sewage to be expended by SAN MATEO in behalf of SAN MATEO and BELMONT, thereby to obtain a cost per 100 cubic feet of potable water used to convey, treat, and dispose of sewage emanating from such domestic potable water usage. Based on that amount per 100 cubic feet of water consumption, multiply the metered water usage of BELMONT properties to arrive at a total amount for conveyance, treatment, and disposal due SAN MATEO from BELMONT.

c) An additional credit or charge beginning with the second year of this agreement, to reflect the difference between 1) budgeted amounts and 2) actual amounts of monies expended in behalf of SAN MATEO and BELMONT to convey, treat, and dispose of sewage from BELMONT and SAN MATEO in accordance with paragraph b) above.

d) A proportionate share of annual cash capital expenditures and annual bond debt service for sewer trunk mains, pumping plants, treatment works, and outfall mains, based on pro rata usage of these capital facilities, as measured by respective computed flows there through.

8) BELMONT will supply SAN MATEO with the five winter months metered water usage (October through March) (averaged and extrapolated to 12 months usage) in April of each year for each BELMONT property or unit served in BELMONT. Winter consumption readings minimize distortion of charges due to irrigation usage in gardens. SAN MATEO will provide budget figures and actual last year's expenditure figures to BELMONT in July of each year.

9) Time of Payments - Payments pursuant to said formula shall be made during the month of July of each fiscal year as compensation in advance for estimated costs for such fiscal year. Subsequent additional payments or refunds are to be determined after the close of the fiscal year not later than September 15, of the succeeding fiscal year to adjust the amount to become equivalent to the cost experienced during the fiscal year if different than the advance payment made at the beginning of the fiscal year.

10) Each city will maintain, own, operate, and be responsible for its respective sewer collection, pumping, and treatment facilities.

11) Term of Agreement - This agreement shall continue indefinitely and may be terminated at the option of either party hereto by at least 90 days written notice to the other party. This agreement may be amended from time to time upon mutual agreement of the two parties.

Notices shall be in writing and shall be transmitted by registered United States mail, postage pre-paid.

Notices to SAN MATEO shall be addressed as follows:

City Manager
City Hall
330 West 20th Avenue
San Mateo CA 94403

Notices to BELMONT shall be addressed as follows:

City Manager
City Hall
1365 Fifth Avenue
Belmont, CA 94002

IN WITNESS WHEREOF, the parties hereto have caused their corporate names and seals to be hereunto subscribed the 20th day of October, 1981.

CITY OF SAN MATEO, a Municipal Corporation

By /s/ RICHARD B. DE LONG
CITY MANAGER

ATTEST: (SEAL) /s/ DORIS CHRISTEN
CITY CLERK First Party

CITY OF BELMONT, a Municipal Corporation

By *Joseph ...*
MAYOR

ATTEST: *James W. Mc ...*
CITY CLERK Second Party