

AGREEMENT
 AMENDING AN AGREEMENT CREATING
 THE SEWER AUTHORITY MID-COASTSIDE

THIS AGREEMENT, dated JUNE 21, 1976, is made and entered into by and between the City of Half Moon Bay, hereinafter referred to as "Half Moon Bay", the Montara Sanitary District, hereinafter referred to as "Montara", and the Granada Sanitary District, hereinafter referred to as "Granada";

W I T N E S S E T H:

WHEREAS, Half Moon Bay, Montara, and Granada have heretofore entered into an agreement entitled "An Agreement Creating the Sewer Authority Mid-Coastside", dated February 3, 1976; and

WHEREAS, said parties desire hereby to amend said Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the parties hereto agree to amend said Agreement of February 3, 1976 as follows:

1. Article II, Section (D) is hereby amended to read as follows:

"(D) Boundaries. The boundary of the Authority shall be the consolidated boundaries of the member agencies. In conjunction with the consolidated San Mateo County mid-coastside wastewater treatment and disposal system (Plan F), being the project authorized to be undertaken by this Authority, the service area boundaries are defined as the current corporate City limits of the City and all lands within the Districts

not zoned RM (Resource Management). Said boundaries shall be set forth and depicted on Exhibit "A" as amended or supplemented from time to time, attached hereto and by this reference made a part hereof. In the event of withdrawal from this Agreement by a member agency, the boundaries shall be revised to exclude the area under sole jurisdiction of said withdrawing member agency."

2. Article IV, Section (B) is hereby amended to read as follows:

"(B) Present Project. The member agencies agree that the initial project to be commenced by the Authority shall be the fully consolidated San Mateo County mid-coastside wastewater treatment and disposal system as envisioned in Plan F of the Supplemental Project Report-Phase I/Final Project Report submitted to the State on August 13, 1975."

3. Article VIII, Section (A) is hereby amended to read as follows:

"(A) Project Facilities. All facilities constructed by the Authority shall be held in the name of the Authority for the benefit of the membership of the Authority in accordance with the terms of this Agreement. Capacity rights in respect to project facilities shall be held for the benefit of the participating member agencies in proportion to each member agency's agreed percentage of capacity rights in such project facility. It is the intent of the foregoing provision that the Authority shall not acquire any unallocated capacity rights in any facility for disposal or use, except for the benefit of the participating member agencies in proportion to their percentage of capacity rights in said facility. Capacity rights may not be reallocated, sold, leased, assigned, or in any way transferred, whether voluntarily, or pursuant to litigation and/or administrative proceedings initiated by, in concert with, with the consent of, or on behalf of the member agency or agencies seeking any such transfers, unless the member agency or agencies,

whose capacity rights may be so diminished thereby, shall give written consent to such transfer. In conjunction with the consolidated San Mateo County mid-coastside wastewater treatment and disposal system (Plan F), being the project authorized to be undertaken by this Authority, .3 mgd treatment plant capacity shall be reserved, for the first ten years of the twenty-year design of said project, for recreational flows. In addition to flows from public recreational facilities such as parks, beaches, marinas, and marine reserves, the term 'recreational' includes recreationally related commercial facilities such as restaurants, motels, golf courses, and stables. Said recreational capacity shall be allocated to the member agencies as they may determine."

4. Article X, Section (D) is hereby amended to read as follows:

"(D) Amendments. Exhibit "A" hereto shall be amended or supplemented upon a member agency filing with the Authority a certified copy of the member agency's resolution ordering a change of its boundary or service area boundary or resolution determining to withdraw from the Authority. The other provisions of this Agreement may be amended only by the consent of all member agencies."

5. Exhibit "A" is hereby amended to read as Exhibit "A" hereto attached and by this reference made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed on the day and year first above written.

CITY OF HALF MOON BAY

By *[Signature]*
Mayor

Attest:

By *[Signature]*
Deputy City Clerk

(Seal)

MONTARA SANITARY DISTRICT

By *[Signature]*
President

Attest:

By *[Signature]*
Secretary

(Seal)

GRANADA SANITARY DISTRICT

By *[Signature]*
President


Attest:

By *[Signature]*
Secretary

(Seal)

EXHIBIT A

 SERVICE AREA

 SEWER DISTRICTS
and
CITY LIMITS

