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SEWER AUTHORITY MID-COASTSIDE

RESOLUTION NO. 3-96

**A RESOLUTION APPROVING AGREEMENT CONCERNING FUNDING OF
SEWER AUTHORITY MID-COASTSIDE'S PLANT EXPANSION PROJECT**

RESOLVED, by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, as follows:

WHEREAS, this Board has undertaken a project consisting of the enlargement of the Authority's wastewater treatment facilities consistent with the approved service needs for the area comprising the Authority's three Member Agencies;

WHEREAS, to date, the Board has, after receiving Member Agency approval of the budgets therefor, authorized and completed initial studies, and preliminary and final design work for the wastewater system enlargement;

WHEREAS, in June, 1993, this Board approved the final design submittal as presented by John Carollo Engineers, consulting engineer for the project, included within which was an estimate of the total construction cost for the wastewater treatment plant expansion;

WHEREAS, based upon that cost estimate, each Member Agency has endeavored to separately finance its share of the cost thereof; certain pre-construction cost items have been and are presently being paid by the Member Agencies out of existing funds; however, to meet its share of the construction costs, each Member Agency has undertaken to separately secure long term financing;

WHEREAS, because one of the Member Agencies has, as a result of litigation, been unable to secure such financing for its share of the construction costs, and, in the meantime, the Regional Water Quality Control Board has issued a cease and desist order to this Authority and its Member Agencies, establishing a time schedule for the construction of the wastewater treatment plant expansion, this Board directed that the engineers revise the final plans for the construction of the project into two phases and prepare a cost sharing plan related thereto;

WHEREAS, pursuant to such direction, the engineers have submitted to this Board a study, entitled "Study to Evaluate Alternatives to the Planned Method for Plant Expansion," dated September, 1995 (as subsequently amended in December 1995) setting forth a budget related thereto, as subsequently modified by the "Summary of Accepted Value Engineering Concepts and Potential Savings" approved by the Board, March 4, 1996 (collectively, the "Study").

WHEREAS, this Board now desires to undertake the construction of Phase I of the wastewater system enlargement, as set forth in the Study; and

WHEREAS, there has also been submitted to this Board a proposed agreement, entitled "Agreement Concerning Funding of Phased Construction of Sewer Authority Mid-Coastside's Plant Expansion Project" (the "Agreement") related to the funding of the phased construction of the wastewater treatment plant expansion.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, as follows:

- 1. The above recitals are true and correct.**
- 2. The Agreement is approved and the Chairperson is authorized and directed to execute it on behalf of the Authority and the Secretary is authorized and directed to countersign it.**
- 3. The Secretary shall cause a copy of this Resolution, along with the Agreement and the Study to be transmitted to the governing body of each of the Member Agencies.**

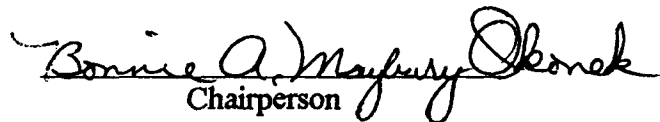
*** * * * ***

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the Sewer Authority Mid-Coastside ~~at~~ a meeting thereof held on the 11th day of March, 1996, by the following vote:

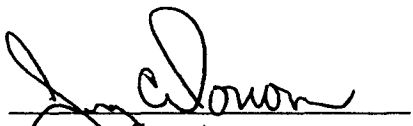
AYES, Directors: OKONEK, PROSSER, THOLLAUG, PTACEK, COLEMAN, DONOVAN

NOES, Directors: None.

ABSTAIN, Directors: None.


Chairperson
Sewer Authority Mid-Coastside

COUNTERSIGNED:


Secretary
Sewer Authority Mid-Coastside

AGREEMENT
CONCERNING FUNDING OF PHASED
CONSTRUCTION OF SEWER AUTHORITY
MID-COASTSIDE'S PLANT EXPANSION PROJECT

This "Agreement" dated March 11, 1996 is entered into by and between the Sewer Authority Mid-Coastside, a joint exercise of powers agency formed and existing pursuant to Government Code §§6500 et seq. ("SAM") and SAM's member agencies, being the City of Half Moon Bay ("HMB"), the Granada Sanitary District ("GSD"), and the Montara Sanitary District ("MSD").

Recitals

A. SAM was formed by HMB, GSD and MSD, who were and are parties to a joint exercise of powers agreement dated February 3, 1976 entitled, "An Agreement Creating The Sewer Authority Mid-Coastside" (the "JPA"). The JPA has been amended on five occasions:

First Amendment, June 21, 1976
Second Amendment, July 2, 1979
Third Amendment, May 9, 1984
Fourth Amendment, November 17, 1986
Fifth Amendment, May 22, 1989

B. The parties to the JPA, that is HMB, GSD and MSD, are referred to in the JPA and this Agreement as the "Member Agencies" of SAM.

C. The purpose of the JPA was and is to exercise the Member Agencies' powers to acquire, construct, reconstruct, alter, enlarge, replace, repair, maintain, manage, operate and control facilities for the collection, transmission, treatment and disposal of wastewater for the lands and inhabitants within the Member Agencies' respective boundaries, all of which are located along and on the San Mateo County coastside.

D. Pursuant to the JPA, the Member Agencies caused SAM to construct and operate a secondary wastewater treatment and disposal system to serve the Member Agencies' needs. The principal component of the system was and is a wastewater treatment plant (the "Plant") which was designed to properly treat and discharge to the Pacific Ocean up to 2.0 million gallons per day ("MGD"), average daily dry weather flow, of wastewater generated within the territories of the Member Agencies and transmitted by them to the Plant.

E. Pursuant to the JPA and the Land Use Plan portion of San Mateo County's approved Local Coastal Program (the "LCP") and HMB's Local Coastal Land Use Plan ("LUP"), the SAM Plant's capacity of 2.0 MGD was allocated to and paid for by the Member Agencies as follows:

HMB 50% (i.e., 1.0 MGD)
GSD 30% (i.e., 0.6 MGD)
MSD 20% (i.e., 0.4 MGD)

F. From the time of planning and construction of the SAM Plant at a capacity of 2.0 MGD, and in accordance with the LCP/LUP's projections for population growth and development within SAM's territorial boundaries, it was contemplated that it would be necessary to construct

improvements to the SAM Plant to increase its capacity from 2.0 MGD to 4.0 MGD. During subsequent planning activities including preparation and approval of an environmental impact report, the aforesaid LCP/LUP projections and the need to increase capacity from 2.0 MGD to 4.0 MGD were confirmed, based upon current land use plans for the territory of the Member Agencies. It was further determined that the increased capacity should be allocated and paid for by the Member Agencies in the same proportions as their ownership of capacity in the existing 2.0 MGD Plant referred to in Recital E above.

G. As a result of the planning activities by SAM and its Member Agencies referred to in Recital F, a plant expansion project (the "Project") calling for construction of improvements to increase the SAM Plant's capacity from 2.0 MGD to 4.0 MGD has been designed and necessary governmental approvals, except for the possible need to amend the Coastal Development Permit, which was conditionally approved by the California Coastal Commission on December 13, 1994, have been obtained. To date, the costs of the Project have been borne by the Member Agencies in the proportions referred to in Recital E, above. Such costs have included, for example, costs incurred for studies, initial design, final design and the phasing of construction as described in this Agreement.

H. HMB and GSD have conducted and approved assessment proceedings to enable those parties to finance their respective shares of the Project's cost. MSD has also commenced assessment proceedings to finance its share of the Project's cost but the MSD proceedings were invalidated by litigation in the San Mateo County Superior Court. MSD has informed SAM, HMB and GSD that due to the litigation, it may not be able to continue to pay its full 20% share of the Project's cost and cannot make any commitments concerning continued participation in the Project until the impacts of the litigation have been resolved. It is uncertain when this will occur or to what extent MSD will be able to further participate in the Project. It is the intent of the parties, however, that MSD will ultimately use its allocation of 0.4 MGD of the 2.0 MGD plant expansion and will pay its full 20% share of Project costs.

I. On July 19, 1995, the California Regional Water Quality Control Board, San Francisco Bay Region (the "RWQCB"), adopted Order No. 95-150 (the "Cease and Desist Order") which requires SAM to satisfy a number of requirements including a time schedule which mandates commencement of construction of the Project by September 1, 1996. Failure to satisfy the requirements of the Cease and Desist Order could expose SAM and its Member Agencies to RWQCB enforcement action including substantial penalties for delay in meeting the time schedule. SAM has determined that, notwithstanding the mandated September 1, 1996 date, it must commence construction by August 1, 1996 in order to meet the mandated completion date.

J. Because of the uncertainty which exists concerning MSD's continued participation in the Project and the need, nevertheless, to commence construction of the Project by the deadline ordered by the RWQCB (or as otherwise determined by SAM), SAM has caused an engineering study to be conducted concerning the feasibility of constructing the Project in phases (the "Study"). The Study indicates that constructing the Project in two or more phases is feasible and can be accomplished by postponing construction of certain features of the Project. The Project can proceed immediately with construction of a first phase ("Phase I") which will result in an enlarged Plant with a capacity rated at not less than 3.69 MGD. That amount of increased capacity will be sufficient to provide HMB and GSD with their full expansion capacity allocations (1.0 MGD and 0.6 MGD, respectively) and to provide MSD with additional capacity in accordance with this Agreement.

K. The proposed budget for Phase I of the Project is \$19,377,000. This amount includes, without limitation, costs for permitting, engineering, construction, and construction management.

L. HMB and GSD have notified SAM that each has the financial capability to jointly construct Phase I of the Project. By entering into this Agreement, the Member Agencies and SAM desire to make provisions for funding the construction of Phase I. SAM and the Member Agencies also desire to make provisions for MSD's past and continued participation in the Project.

M. Pursuant to the JPA, any project which is proposed to be undertaken by SAM is initiated by (1) SAM's adoption and presentation to the Member Agencies of a proposed project budget and (2) the consent of the Member Agencies, or some of them, to the proposed project budget. The parties desire that this Agreement serve as SAM's proposal for a project budget for Phase I construction and as the Member Agency's consent to the proposed project budget for Phase I construction as described in this Agreement.

Terms and Conditions

In consideration of the foregoing Recitals and the following Terms and Conditions, SAM, HMB, GSD and MSD agree as follows:

1.0 Purpose of Agreement

1.1 The primary purpose of this Agreement is to provide for construction of the Project by SAM.

1.2 It is also the purpose of this Agreement to allocate responsibilities for funding the construction of a phased Project, to allocate capacity constructed in each phase and to accommodate past and future participation by MSD in the Project.

1.3 It is also the purpose of this Agreement that the parties' approval of and execution of this Agreement have, and subject to all of the provisions of this Agreement it shall and does have, the following effects:

1.3.1 This Agreement represents SAM's proposal to the Member Agencies of the project budget in the amount described in Recital K of this Agreement, for the construction of Phase I, as described in Subsections 2.1 and 2.2 below.

1.3.2 This Agreement represents the consent of the Member Agencies to SAM's proposed project budget for the construction of Phase I as described in Subsections 2.1 and 2.2 below; provided, however, that the consent of MSD to the proposed project budget does not represent a commitment by MSD to participate in or to contribute to the funding of the Project except as provided in this Agreement.

1.3.3 SAM shall not exceed the proposed project budget approved by this Agreement without the consent of all the parties hereto.

2.0 Description of Phase I

2.1 As indicated generally in Recital G above, the Project is the construction of facilities and improvements to expand the Plant from 2.0 MGD to 4.0 MGD. The Project is more particularly described in the 100% Final Design Report, dated June 23, 1993, prepared by SAM's consulting engineers and subsequently updated.

2.2 Phase I of the Project shall consist of the construction of a portion of the Project under a contract resulting in an expansion of the Plant's rated capacity sufficient to meet the full projected

needs of HMB and GSD, viz., 1.0 MGD and 0.6 MGD, respectively, and to provide a minimum of 0.09 MGD of capacity for MSD.

3.0 Funding Phase I Construction

3.1 As used hereinafter in this Agreement "Phase I Costs" includes, without limitation, all costs of environmental studies, analyses and reports, engineering and geological studies, analyses, and reports and revisions thereto; design of the Project and preparation of construction contract documents for Phase I thereof; all amounts payable pursuant to the contract awarded for the construction of Phase I, including any change orders approved by SAM, costs of construction management services and other consulting or professional services necessarily incurred during construction, and contingencies, if any; costs of the Project arising out of unforeseen occurrences, including, without limitation, unforeseen construction site conditions, damages to, or destruction of, the Project from earthquake, fire, flood, windstorm or other natural disaster, war, riot, insurrection, police or military action, strike, shutdown, boycott or labor unrest (except that of SAM or any Member Agency), regulatory action or failure to act of any governmental agency having jurisdiction over the Project, SAM, or any Member Agency (except any action or inaction arising out of the Cease and Desist Order), and litigation against SAM or any Member Agency (except the litigation against MSD referenced in Recital H hereinabove).

3.2 MSD shall contribute \$1,000,000 toward Phase I Costs, such amount to be paid in full to SAM no later than completion of Phase I construction.

3.3 HMB and GSD shall contribute the funding to enable SAM to pay the balance of Phase I Costs not paid by MSD. HMB shall contribute 62.5% of the balance and GSD shall contribute the remaining 37.5%.

3.4 The difference between 20% of total Phase I costs and Phase I costs paid by MSD as defined in Subsection 3.2 of this Agreement shall be considered costs advanced on MSD's behalf by HMB and GSD. The aggregate total of such costs advanced, together with interest thereon calculated in accordance with Section 6 below, shall be referred to as the "MSD Advance".

4.0 Allocation of Phase I Capacity

1.6 MGD of new capacity constructed under Phase I shall belong exclusively to HMB and GSD with 1.0 MGD of the capacity allocated to HMB and 0.6MGD of the capacity allocated to GSD. MSD shall be allocated 0.09 MGD. All capacity allocations shall be based on average daily flow during dry weather (June - September). Under no circumstances shall SAM authorize or suffer any portion of the capacity constructed during Phase I to be used or appropriated by any of the Member Agencies or any other person or entity except as provided in this Agreement or as may be permitted by agreement of the Member Agencies under the JPA.

5.0 Subsequent Participation in the Project by MSD

5.1 The intent of the parties is to provide hereby for MSD to acquire additional capacity in the Project.

5.2 In order to facilitate planning by SAM, MSD shall provide to SAM, no later than March 15 of each year, a forecast of MSD capacity needs and for the following two SAM fiscal years. MSD shall also forecast the source and amount of funds available to purchase additional capacity under the terms of this Agreement.

5.3 MSD may purchase additional capacity in the SAM plant, if such additional capacity is available, at a cost per Equivalent Residential Unit (221 gallons per day) equivalent to the average of 1) the then-current cost per ERU charged a property in HMB which was not included in the HMB assessment district (as specified in Half Moon Bay Ordinance No. C-18-95) and 2) the then-current cost per ERU charged a property in GSD which was not included in the GSD assessment district (calculated as the sum of the noncontingent and contingent assessment amounts). MSD must purchase additional capacity in minimum increments of 0.02 MGD. For example, if the rate for a non-assessed property in HMB is \$11,602 per Equivalent Residential Unit (ERU), and the rate in GSD is \$12,517 per ERU, MSD would pay \$12,059 per ERU, or \$1,091,312 per 0.02 MGD increment. The availability of additional capacity shall be determined by SAM; provided, however, that under no circumstances shall capacity which has been allocated to a Member Agency pursuant to Section 4.0 above be deemed to be available within the meaning of this Subsection 5.3 without the consent of the Member Agency.

5.4 MSD may purchase additional capacity in the SAM plant only under the terms of this Agreement.

5.5 MSD payments for additional capacity will be distributed to HMB and GSD in proportion to their contributions to the MSD Advance and credited as reimbursement of principal and interest as described in Subsection 6.3 below.

5.6 Without the consent and approval of HMB or GSD, SAM will not undertake any construction project to provide additional capacity for MSD until MSD has repaid the MSD Advance, representing MSD's full 20% share of Phase I costs, including interest calculated in accordance with Section 6.0 below.

5.7 Once the MSD Advance has been repaid, MSD's flow allocation will include all plant capacity in excess of 3.6 MGD. MSD's total capacity allocation shall not exceed 0.8 MGD of the total plant capacity of 4.0 MGD.

5.8 Once the MSD has paid its full 20% share of Phase I costs by repaying the MSD Advance, the member agencies and SAM agree to build additional phases of the Project as necessary to provide additional capacity for MSD, up to MSD's full allocation of 0.8 MGD of capacity in the 4.0 MGD plant. With regard to such additional phases, the member agencies shall share the cost of construction on a 50% (HMB)/30% (GSD)/20% (MSD) basis. In addition MSD shall pay all costs for permitting, design, bidding, and construction management related thereto.

6.0 Interest Calculations

6.1 Interest shall be calculated on the MSD Advance in accordance with this Section.

6.2 Interest shall accrue on HMB and GSD contributions to the MSD Advance from the dates of payment of any such amounts by HMB and GSD to SAM. Interest shall continue to accrue until MSD delivers reimbursement payments to SAM as called for in this Agreement.

6.3 Interest accrual and payment shall be based upon the principles of "simple interest" calculation with reimbursing payments by MSD to SAM being credited first to accrued interest and the balance of such payments being credited to the principal to be reimbursed. From the time of delivery of reimbursing payments by MSD to SAM, interest shall cease to accrue on the amounts which have been reimbursed.

6.4 The rate of interest to be collected by SAM from MSD shall be equal to the weighted average of 1) the highest of the True Interest Cost ("TIC" - a rate calculated after bond issuance

which describes the coupon bond rate plus the underwriter's discount) on HMB Phase I financing bonds and the interest cost(s) of other debt instrument(s) used to finance HMB's contribution to the MSD Advance; and 2) the highest of the TIC on GSD Phase I financing bonds and the interest cost(s) of other debt instrument(s) used to finance GSD's contribution to the MSD Advance. The average shall be weighted so that the HMB interest rate contributes 62.5% of the calculated interest rate and the GSD interest rate contributes 37.5%. The interest rate shall be calculated annually on June 30.

6.5 This Section shall have no bearing upon interest accruals and payments between SAM and its Member Agencies, which matters are governed by the JPA, in particular the Third Amendment to the JPA.

7.0 Limitations

Nothing in this Agreement is intended, or shall it be deemed to impair or alter the existing rights of MSD to its present share of capacity in the existing SAM plant prior to Phase I construction.

8.0 Arbitration

8.1 Any dispute between the parties to this Agreement, which dispute relates to the interpretation, performance or enforcement of this Agreement, may be resolved, with the consent of all parties to the dispute, by binding Arbitration under the Commercial Arbitration Rules then in effect of the American Arbitration Association. The prevailing party shall be entitled to recover, in addition to the costs of the arbitration proceedings, all of its litigation expenses, including reasonable attorneys fees, incurred in the proceedings and in enforcing any award made by the arbitrator(s). The determination of the amounts to be recovered shall be made by the arbitrator(s); provided, however, that after entry of an award in final form, determinations of amounts to be awarded shall be made by the court or other tribunal having jurisdiction to enforce the award.

8.2 Subsection 8.1 above shall not preclude any party from commencing and pursuing in a court of competent jurisdiction an action or proceeding for temporary or preliminary injunctive or other form of extraordinary relief.

9.0 Miscellaneous Provisions

9.1 This Agreement contains the entirety of the agreements and understandings of the parties with respect to the matters encompassed by this Agreement. It supersedes all prior or contemporaneous agreements, understandings, promises and representations made by any party with respect to the subject matter of this Agreement except to the extent expressly incorporated into this Agreement.

9.2 This Agreement may be modified or amended, but only by another written agreement executed by all parties.

9.3 Each of the parties shall cooperate with the other parties in carrying out and consummating this Agreement.

9.4 This Agreement shall be interpreted and enforced under the laws of the State of California.

9.5 This Agreement shall be binding upon and shall inure to the benefit of the parties and their assigns and successors in interest.

SIGNATURE PAGE

SEWER AUTHORITY MID-COASTSIDE

By Bonnie A. Maybury Stone
Chairperson

Countersigned [Signature]
Secretary

CITY OF HALF MOON BAY

By Debra K. Ross
Mayor

Attested Dorey P. Roblini
City Clerk

GRANADA SANITARY DISTRICT

By Bonnie A. Maybury Stone
President

Countersigned [Signature]

MONTARA SANITARY DISTRICT

By [Signature]
President

Countersigned [Signature]
Secretary

GRANADA SANITARY DISTRICT

RESOLUTION NO. 727

A RESOLUTION APPROVING AGREEMENT CONCERNING FUNDING OF SEWER AUTHORITY MID-COASTSIDE'S PLANT EXPANSION PROJECT

RESOLVED, by the Board of Directors of the Granada Sanitary District, San Mateo County, California, as follows:

WHEREAS, the Sewer Authority Mid-Coastside (herein, "SAM"), a Joint Powers Agency of which this District is a Member Agency, has undertaken a project consisting of the expansion of its wastewater treatment facilities consistent with the approved service needs for the area comprising its Member Agencies;

WHEREAS, SAM now desires to construct the wastewater system expansion in two phases, as set forth in the study submitted to this Board, entitled "Study to Evaluate Alternatives to the Planned Method for Plant Expansion", dated September 1995 (as subsequently amended December 1995 and as further modified by the "Summary of Accepted Value Engineering Concepts and Potential Savings" approved by the SAM Board on March 4, 1996);

WHEREAS, there has been submitted to this Board an agreement, entitled "Agreement Concerning Funding of Phased Construction of Sewer Authority Mid-Coastside's Plant Expansion Project" (the "Agreement"), related to the funding of the phased construction of the wastewater treatment plant expansion by the Member Agencies.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, as follows:

1. The above recitals are true and correct.
2. The Agreement is approved and the President is authorized and directed to execute it on behalf of this District and the Secretary is authorized and directed to countersign it.
3. The SAM budget for construction of the Phase I wastewater system expansion is approved.
4. The Secretary shall cause a copy of this Resolution and Agreement, to be transmitted to SAM.

* * * * *

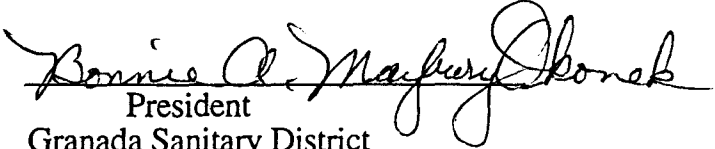
I hereby certify that the foregoing is a full, true and correct copy of a resolution duly

and regularly passed and adopted by the Board of Directors of the Granada Sanitary District as a meeting thereof held on the 11th day of March, 1996, by the following vote:

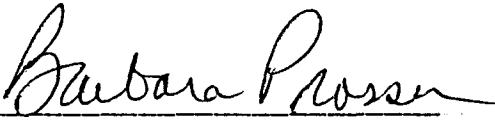
AYES, Directors: A. J. Prosser, B. Prosser, B. Okonek, B. Meyer, J. Vogt

NOES, Directors:

ABSTAIN, Directors:


President
Granada Sanitary District

COUNTERSIGNED:


Secretary
Granada Sanitary District

CITY OF HALF MOON BAY

RESOLUTION NO. C-18-96

A RESOLUTION APPROVING AGREEMENT CONCERNING FUNDING OF SEWER AUTHORITY MID-COASTSIDE'S PLANT EXPANSION PROJECT

RESOLVED, by the City Council of the City of Half Moon Bay, San Mateo County, California, as follows:

WHEREAS, the Sewer Authority Mid-Coastside (herein, "SAM"), a Joint Powers Agency of which this City is a Member Agency, has undertaken a project consisting of the expansion of its wastewater treatment facilities consistent with the approved service needs for the area comprising its Member Agencies;

WHEREAS, SAM now desires to construct the wastewater system expansion in two phases, as set forth in the study submitted to this Council, entitled "Study to Evaluate Alternatives to the Planned Method for Plant Expansion", dated September 1995 (as subsequently amended December 1995 and as further modified by the "Summary of Accepted Value Engineering Concepts and Potential Savings" approved by the SAM Board on March 4, 1996);

WHEREAS, there has been submitted to this Council an agreement, entitled "Agreement Concerning Funding of Phased Construction of Sewer Authority Mid-Coastside's Plant Expansion Project" (the "Agreement"), related to the funding of the phased construction of the wastewater treatment plant expansion by the Member Agencies.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, as follows:

1. The above recitals are true and correct.
2. The Agreement is approved and the Mayor is authorized and directed to execute it on behalf of this Council and the City Clerk is authorized and directed to attest it.
3. The SAM budget for construction of the Phase I wastewater system expansion is approved.
4. The City Clerk shall cause a copy of this Resolution and Agreement, to be transmitted to SAM.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the City Council of the City of Half Moon Bay at

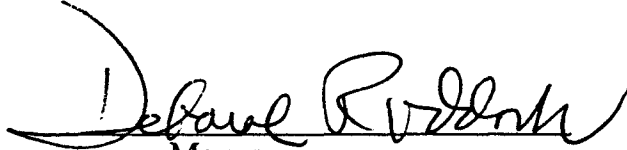
a meeting thereof held on the 11 day of MARCH, 1996,
by the following vote:

AYES, Council Members:


COLEMAN, DONOVAN, PATRIDGE AND MAYOR RUDDOCK

NOES, Council Members:


ABSTAIN, Council Members:


Mayor
City of Half Moon Bay

ATTESTED:


City Clerk
City of Half Moon Bay

PASSED AND ADOPTED AT THE
COUNCIL MEETING OF

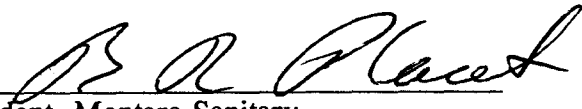

CITY CLERK

RESOLUTION NO. 1088

RESOLUTION OF THE MONTARA SANITARY DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT CONCERNING FUNDING OF PHASED CONSTRUCTION OF SEWER AUTHORITY MID-COASTSIDE'S PLANT EXPANSION PROJECT

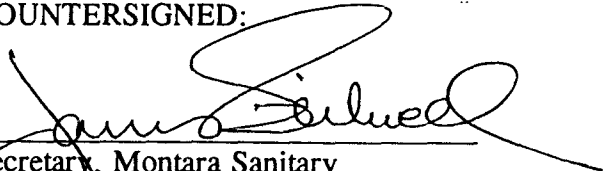
BE IT RESOLVED BY THE SANITARY BOARD, MONTARA SANITARY DISTRICT, A PUBLIC AGENCY IN THE COUNTY OF SAN MATEO, CALIFORNIA AS FOLLOWS:

That certain Agreement by and between the City of Half Moon Bay, the Granada Sanitary District, and Montara Sanitary District entitled "Agreement Concerning Funding of Phased Construction of Sewer Authority Mid-Coastside's Plant Expansion Project", relating to the funding for a phased expansion of the sewer treatment plant, a copy of which Agreement is attached hereto, marked Exhibit "A", and by this reference incorporated herein, is hereby approved, and the President and Secretary are hereby authorized and directed to sign, and to countersign (attest), respectively, and said Agreement substantially in the form of Exhibit A, for and on behalf of the Montara Sanitary District.



President, Montara Sanitary
District

COUNTERSIGNED:



Secretary, Montara Sanitary
District

* * * *

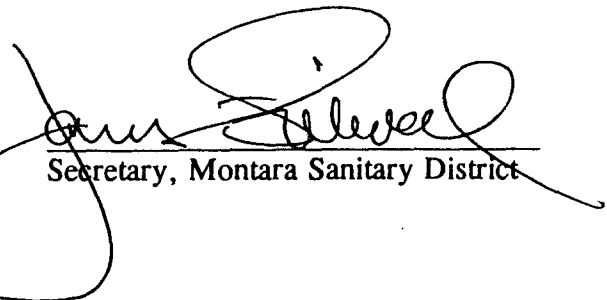
I HEREBY CERTIFY that the foregoing Resolution No. 1088 was duly and regularly adopted and passed by the Sanitary Board of the Montara Sanitary District, San Mateo County, California, at a meeting thereof held on the 11th day of March, 1996, by the following vote:

AYES, Directors: Perkovic, Ptacek, Slater-Carter, Stilwell, Thollaug

NOES, Directors: None

ABSTAIN, Directors: None

ABSENT, Directors: None



Secretary, Montara Sanitary District