

Appendix A: Mountain View Agreement

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SAN ANTONIO TRUNK SEWER

AGREEMENT

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THIS AGREEMENT, made and entered into this 24th day of
March, 1970, by and between the CITY OF LOS ALTOS, a
municipal corporation, hereinafter referred to as "Los Altos," and the CITY OF
MOUNTAIN VIEW, a municipal corporation, hereinafter referred to as "Mountain
View,":

WITNESSETH:

WHEREAS, Los Altos and Mountain View are committed to participation in
a system of sewage disposal utilizing the enlarged facilities at the Palo Alto
Sewage Treatment Plant in lieu of Los Altos and Mountain View Treatment Plants,
hereinafter referred to as the "Joint System;" and

WHEREAS, the Agreement of December 28, 1961 between Los Altos and
Mountain View whereby Mountain View acquired a two-million gallon per day
capacity right in that portion of Los Altos San Antonio Interceptor Sewer,
then and now existing in San Antonio Road and extending from Central Express-
way (formerly Alma Street) to Leghorn Avenue was predicated upon Mountain View
removing from the San Antonio Interceptor Sewer at Leghorn Avenue the same
amount of sewage deposited in the interceptor sewer at Central Expressway
(Alma Street) and

WHEREAS, upon completion and activation of the Joint System, Mountain
View desires that the sewage deposited in the San Antonio interceptor sewer at
Central Expressway be conveyed in said interceptor sewer to the Joint System
metering station north of Bayshore Freeway and

WHEREAS, Los Altos has surplus capacity in the San Antonio interceptor
sewer between Leghorn Avenue and the Joint System metering station and

WHEREAS, it is the intention of this Agreement to supplement, modify
and supersede the provisions of the Agreement dated December 28, 1961 to
provide a mutually satisfactory working arrangement whereby Mountain View may
utilize a portion of Los Altos' San Antonio Interceptor Sewer between Central
Expressway and the Joint System metering station by continuing use of the
capacity rights in said interceptor sewer between Central Expressway

and Leghorn Avenue purchased by Mountain View under the Agreement of December 28, 1961 and by purchase of like capacity rights in said interceptor sewer from Leghorn Avenue to the Joint System metering station.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. That Los Altos does hereby reserve for Mountain View, and upon activation of the Joint System, does vest in Mountain View capacity rights in that portion of Los Altos' San Antonio Interceptor Sewer, existing in San Antonio Road and extending from Leghorn Avenue to the Los Altos meter in the Joint System metering station. Said capacity rights shall be for a maximum peak flow rate in said interceptor sewer of two million gallons per day, which said two million gallons per day represent ten percent (10%) of the total capacity of said San Antonio Interceptor Sewer.

2. Mountain View agrees to pay Los Altos, upon activation of the Joint System, the sum of Thirteen Thousand, Nine Hundred Sixty Dollars (\$13,960.00), which amount represents ten percent (10%) of the cost of the Los Altos San Antonio Interceptor Sewer in San Antonio Road from Leghorn Avenue to the Joint System metering station. The total cost of said interceptor sewer was One Hundred Thirty-nine Thousand, Six Hundred Dollars (\$139,600.00).

3. Los Altos agrees that the capacity rights in Los Altos San Antonio Interceptor Sewer between Central Expressway and Leghorn Avenue acquired by and vested in Mountain View by Agreement dated December 28, 1961 shall continue under the terms of this Agreement; and that Mountain View may continue to use the connection to said interceptor sewer at San Antonio Road and Central Expressway for the purpose of depositing sewage in said interceptor sewer. Upon activation of the Joint System, Los Altos agrees that Mountain View shall no longer remove from said interceptor sewer at Leghorn Avenue an amount of sewage equal to the amount of sewage deposited in said interceptor sewer at San Antonio Road and Central Expressway.

4. Mountain View agrees to design and construct and to pay any and all costs necessary for its alteration or removal of connections to said San Antonio Interceptor Sewer including any and all metering devices and appurtenances necessary to insure the provisions of this Agreement. Any and all engineering

plans for said alteration or removal of connections, metering devices and appurtenances shall be approved by the Los Altos City Engineer.

* 5. It shall be understood that the sewage flows into San Antonio Interceptor from Mountain View shall be continuously metered in order to provide a measure of the quantity of Mountain View sewage entering the joint system through the Los Altos meter at the Joint Metering Station. Said measured quantity of Mountain View sewage shall be subtracted from the total measured quantity of Los Altos sewage entering the joint system through the Los Altos meter and added to the total Mountain View metered sewage entering the joint system through the Mountain View meter in determining the Mountain View-Los Altos proportion of the total joint system, maintenance and operation expenses assessed to each City under the provisions of Section 14, paragraphs (b), (c) and (d) of the Joint System Basic Agreement dated October 10, 1968.

6. The carrying out of the provisions of this Agreement upon activation of the Joint System shall constitute the termination of the Agreement dated December 28, 1961 by and between Los Altos and Mountain View.

7. Mountain View agrees that it shall be responsible for ten percent (10%) of all maintenance, repair or replacement of the portion of said San Antonio Interceptor Sewer in which it has a vested interest. Except in cases of emergency, Mountain View shall have the right of prior approval of any and all maintenance and repair of said interceptor sewer. Billing for said maintenance and repair shall be by the City of Los Altos to Mountain View on an occurrence basis and shall be paid within thirty (30) days after presentation.

8. Mountain View agrees to diligently enforce its own ordinance regulating discharge into its sewer system, in order to insure that only sewage of a quality acceptable to the Joint System will be discharged into the Los Altos interceptor sewer. If non-conforming sewage is discharged by Mountain View into the Los Altos interceptor sewer under this Agreement, the Los Altos City Engineer shall give notice to the Mountain View City Engineer to correct the situation so as to discontinue discharge of non-conforming sewage within thirty (30) days of said notice. If not so corrected within sixty (60) days of the date of said notice, this agreement may be terminated, and receipt of all sewage flow ordered discontinued, by resolution of the City Council of Los

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 10th day of May, 1966, by and between the CITY OF LOS ALTOS, a municipal corporation, hereinafter referred to as "Los Altos", and the CITY OF MOUNTAIN VIEW, a municipal corporation, hereinafter referred to as "Mountain View",

W I T N E S S E T H:

WHEREAS, Los Altos and Mountain View, although situated in a common drainage area have completely separate and independent sewage collection and treatment facilities; and

WHEREAS, Los Altos and Mountain View have sewerage problem areas which can be most economically and feasibly served through cooperative joint sewerage action; and

WHEREAS, Los Altos and Mountain View did enter into a previous agreement designating such areas prior to connection and construction; and

WHEREAS, the design of the final plans for the installation of the sewage system in the City of Los Altos has shown that certain areas will not be served as previously agreed; and

WHEREAS, it is desirable that additional areas be considered; and

WHEREAS, neither the existing nor the proposed physical Sewage Plant of Los Altos is sufficient to serve Mountain View, nor is the existing nor the proposed physical Sewage Plant of Mountain View sufficient to serve Los Altos, except by exchange of sewage flow as recommended in a Joint Sewerage Action Study, dated June, 1961, prepared by Brown and Caldwell; and

WHEREAS, both parties have authority under the Joint Exercise of Power Act, Title 1, Division 7, Chapter 5, Article 1, of the Government Code of the State of California, to enter into an agreement whereby Los Altos will furnish said sewer service to Mountain View, and Mountain View will furnish said sewer service to Los Altos; and

WHEREAS, it is the intent of this agreement to provide a mutually satis-

NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter set forth, and without additional monetary consideration, IT IS MUTUALLY AGREED as follows:

1. That the previous Agreement dated December 29, 1961, is hereby rescinded and abandoned.
2. That there is attached hereto, and made a part hereof, maps designated EXHIBIT A, EXHIBIT B, EXHIBIT C, which are maps of areas in Los Altos to be served by the City of Mountain View.
3. That there is incorporated herein the original Feasibility Study of joint sewage action by Mountain View and Los Altos prepared by Brown and Caldwell, Consulting Engineers, dated June, 1961, hereinafter referred to as "Study".
4. Los Altos agrees to receive into its Sewage Treatment System at a point designated by the City Engineer of Los Altos at some point on the San Antonio Road Interceptor as it exists between Bayshore Highway and the Los Altos Sewage Treatment Plant from the area of Mountain View so designated as M.V.1, as shown in Study, a maximum of one hundred fifty thousand (150,000) gallons per day of sanitary sewage with a maximum peak flow rate at any one time of three hundred fifty thousand (350,000) gallons per day, no part of which sewage shall originate outside of said area designated as M.V.1. Mountain View agrees to bear any and all costs necessary for connecting said M.V. 1 area to the Los Altos Sewer System.
5. Mountain View agrees to receive into its sewerage system, at a point designed by the City Engineer of Mountain View, from the areas of Los Altos so designated as L.A. 1, as shown in Study, and those areas of Los Altos shown in Exhibit A, B, and C, a maximum of one hundred thousand (100,000) gallons per day of sanitary sewage with a maximum peak flow rate at any one time of two hundred thirty thousand (230,000) gallons per day, no part of which sewage shall originate outside the areas designated on the EXHIBITS.
6. It is mutually agreed that provisions shall be made for metering sewage

from its respective areas into the other party's system. The metering equipment, metering period, and methods and procedures of metering, shall be subject to the approval of the City Engineer of the party receiving said sewage flow into its system.

7. It is mutually agreed that each party hereto shall diligently enforce its own ordinance regulating discharge into its sewerage system, insofar as it affects the sewage flow discharging into the other party's system. In addition, sewage from Mountain View discharged into the Los Altos system shall conform to Los Altos ordinance regulations and sewage from Los Altos discharged into the Mountain View system shall conform to Mountain View ordinance regulations. If non-conforming sewage is discharged into either party's system under this Agreement, the City Engineer of the receiving party shall give notice to the City Engineer of the discharging party to correct the situation so as to discontinue discharge of non-conforming sewage within thirty (30) days of said notice. If not so corrected within sixty (60) days of the date of said notice, this Agreement may be terminated, and receipt of all sewage flow ordered discontinued, by resolution of the City Council of the party receiving said non-conforming flow. The determination of non-conformance of sewage being discharged into either system shall be made by the City Engineer of each receiving party respectively, and said determination shall be final.

8. It is mutually agreed that all sewers, appurtenances, easements, and rights-of-way for sewers within said M.V. 1 area shall vest in and become the property of Mountain View. All sanitary sewer construction within said M.V. 1 area shall be in accordance with Mountain View standards, and in accordance with the minimum standards of Los Altos. Engineering plans for construction of said sanitary sewers shall be approved by the Los Altos City Engineer prior to advertising for construction bids. Los Altos shall have the right to inspect and approve all sanitary sewers constructed within said M.V. 1.

9. It is mutually agreed that all sewers, appurtenances, easements, and rights-of-way for sewers within all areas in Los Altos to be served by Mountain

10. Until sanitary sewers are constructed in said areas in Los Altos to be served by Mountain View, or any of said areas, Los Altos agrees to the following:

(a) Los Altos agrees to assume the sole responsibility for, and to maintain, the entire sanitary sewer system within said M.V.1, but shall not be required to build additional collection sewers. Said sewers shall be maintained in good condition and cleaned sufficiently often to prevent unusual accumulation of waste material.

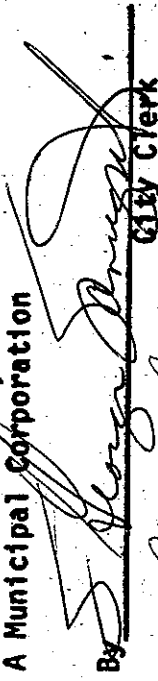
(b) Los Altos agrees to repair any damage done to streets or other utilities in said M.V. 1 as a result of the clogging or blocking of said sanitary sewer line by an object or objects. Los Altos shall not be required to bear any cost, direct or indirect, necessary for the replacing of said sewers in the event of failure, obsolescence, or inadequacy of the sewer lines and/or their appurtenances.

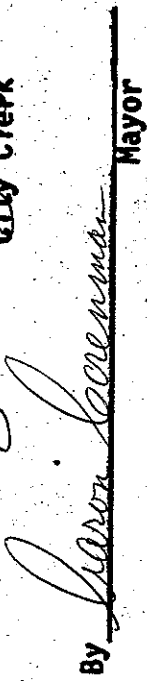
(c) Los Altos shall make all billings and collections for sanitary sewer service provided in said M.V. 1. Monthly service charges collected by Los Altos shall be in accordance with established Los Altos service rates.

11. It is mutually agreed that when sewers are constructed in said areas of Los Altos to be served by Mountain View, and upon written notice following completion of the first house connection to sanitary sewers in said areas, the provisions of Paragraph 10 shall become null and void. Said notice shall be given by Los Altos to Mountain View within 10 (10) days following the completion of the first such house connection. It is mutually understood that upon said ten (10) day notice, Mountain View shall assume the responsibility for providing any and all maintenance, repair, cleaning and replacement of all sewers in said M.V. 1, and shall make all billings and collections for sanitary sewer service to said M.V. 1 based upon Mountain View rates. It is mutually understood that Los Altos shall be responsible for any and all maintenance, repair, cleaning and replacement of all sewers in said Los Altos areas to be served by Mountain View, and shall make all billings and collections for sanitary sewer service to said areas, based upon Los Altos rates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF LOS ALTOS,
A Municipal Corporation

By 
CITY Clerk

By 
Mayor

Approved as to form:



CITY OF MOUNTAIN VIEW,
A Municipal Corporation

By 

Approved as to form:

GEORGE S. NOLTE - CONSULTING CIVIL ENGINEERS
PALO ALTO · SUNNYVALE · SAN RAFAEL · WALNUT CREEK
SAN FRANCISCO · SALINAS · SACRAMENTO

JOB NO. 782-64

DATE Dec. 5, 1965

DESIGNED BY K.F.G.

CHECKED BY

SUBJECT THATCHER DRIVE - PROPOSED CONNECTION TO M.V.

Plug (for future extension of 8" around to GRANT RD.)

PROPOSED SERVICE AREA

25 Lots (8 Ac Gross)
88 Population
2,109 MGD Peak Flow

(Taps 6" to Trunk)

1"=200'

737 CAMINO HOSPITAL

