

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING INDIVIDUAL WATER SALES CONTRACT WITH THE CITY AND COUNTY OF SAN FRANCISCO

WHEREAS, the Council has previously approved the Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (Water Supply Agreement); and

WHEREAS, the Agreement contemplates that each wholesale customer will also enter into an Individual Water Sales Contract with the San Francisco Public Utilities Commission (SFPUC), which will describe the specific service area of each wholesale customer, will identify points of connection between the San Francisco Regional Water System and the wholesale customer's distribution system, and will contain other specialized provisions, if any, required by the unique circumstances of each wholesale customer; and

WHEREAS, negotiations between the City and the staff of the SFPUC concerning the Individual Water Sales Contract for the City have been completed satisfactorily, and the City Manager has recommended that the Council approve a Water Sales Contract in the form presented.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Individual Water Sales Contract between the City and the City and County of San Francisco, acting by and through its Public Utilities Commission, in the form presented to the Council, including Attachments A through C, is approved and the City Manager is authorized to execute this Contract on behalf of the City

PASSED AND ADOPTED this _____ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Robert Livengood, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

WATER SALES CONTRACT

This Contract, dated as of July 1, 2009, is entered into by and between the City and County of San Francisco (“San Francisco”) and the City of Milpitas (“Customer”).

RECITALS

San Francisco and the Customer have entered into a Water Supply Agreement (“WSA”), which sets forth the terms and conditions under which San Francisco will continue to furnish water for domestic and other municipal purposes to Customer and to other Wholesale Customers. The WSA contemplates that San Francisco and each individual Wholesale Customer will enter into an individual contract describing the location or locations at which water will be delivered to each customer by the San Francisco Public Utilities Commission (“SFPUC”), the customer’s service area within which water so delivered is to be sold, and other provisions unique to the individual purchaser. This Water Sales Contract is the individual contract contemplated by the WSA.

AGREEMENTS OF THE PARTIES

1. Incorporation of the WSA

The terms and conditions of the WSA are incorporated into this Contract as if set forth in full herein.

2. Term

Unless explicitly provided to the contrary in Article 9 of the WSA, the term of this Contract shall be identical to that provided in Section 2.01 of the WSA.

3. Service Area

Water delivered by San Francisco to the Customer may be used or sold within the service area shown on the map designated Exhibit A attached hereto. Except as provided in Section 3.03 of the WSA, Customer shall not deliver or sell any water provided by San Francisco outside of this area without the prior written consent of the General Manager of the SFPUC. [San Francisco consents to deliveries to the customers listed on Exhibit D.]

4. Location and Description of Service Connections

Sale and delivery of water to Customer will be made through a connection or connections to the SFPUC Regional Water System at the location or locations listed, with the applicable present account number, service location, service size, and meter size shown on Exhibit B attached hereto.

5. Interties With Other Systems

Customer maintains interties with neighboring water systems at the location or locations and with the connection size(s) as shown on Exhibit C attached hereto.

6. Billing and Payment

San Francisco shall compute the amounts of water delivered and bill Customer therefor on a monthly basis. The bill shall show the separate components of the charge (e.g., service, consumption, demand). Customer shall pay the amount due within thirty (30) days after receipt of the bill.

If Customer disputes the accuracy of any portion of the water bill it shall (a) notify the General Manager of the SFPUC in writing of the specific nature of the dispute and (b) pay the undisputed portion of the bill within thirty (30) days after receipt. Customer shall meet with the General Manager of the SFPUC or a delegate to discuss the disputed portion of the bill.

7. Minimum Water Delivery Levels

San Francisco will deliver and Customer shall pay for a minimum annual supply of 5.341 MGD.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, to become effective upon the effectiveness of the WSA, by their duly authorized representatives.

CITY AND COUNTY OF SAN FRANCISCO
Acting by and through its Public Utilities Commission

CITY OF MILPITAS
A municipal corporation

By: _____
Edward Harrington
General Manager

By: _____
Thomas C. Williams
City Manager
455 E. Calaveras Blvd
Milpitas, CA 95035

Date: _____, 2009

Date: _____, 2009

Approved by Commission Resolution No. 09-0069,
adopted April 28, 2009

Attest:

Michael Housh
Secretary to Commission

Mary Lavelle
City Clerk

Approved as to form:

Approved as to form:

DENNIS J. HERRERA
City Attorney

Michael J. Ogaz
City Attorney

By: _____
Joshua D. Milstein
Deputy City Attorney

EXHIBIT A - SERVICE AREA MAP



CITY OF MILPITAS
SERVICE AREA MAP
(WATER)



- WATER SUPPLY LOCATIONS**
- ① Sunnyhills Turnout
Two 8" Compound Meters
 - ② Calaveras Turnout
One 8" Compound Meter
One 10" Compound Meter
 - ③ Main Turnout
Two 8" Compound Meters
One 8" Single Meter
 - ▲ Emergency 8" Intertie
with San Jose Water Co.
 - ◆ Possible location of future
SCVWD Turnout
 - ⊠ Emergency 8" Intertie
with Alameda County
Water District
 - ⊞ SFPUC Gibraltar Turnout
One 10" meter
SCVWD Gibraltar Turnout
One 20" meter
SFPUC/SCVWD 42"
Emergency Intertie
- LEGEND**
- DEGRADED STREET PAVEMENT LINE
 - STREET LIGHT CIRCULAR MARKERS
 - CITY LIGHT LINE
 - FIREMAN ROAD LINE
 - WATER MAIN 12" TO 18" PIPE
 - WATER MAIN 24" CONDUIT PIPE
 - 4" TO 6" ELECTRIC TRANSMISSION LINE
 - 8" TO 12" GAS TRANSMISSION LINE
 - UNDEVELOPED SPACE
 - UNIMPROVED CEMENT
 - SERVICE AREA BOUNDARY

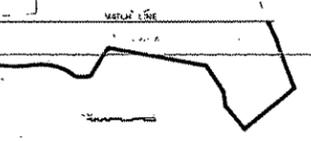


EXHIBIT A
(revised 5/4/09)

Exhibit B

**Location and Description of Service Connections
to the SFPUC Regional Water System**

Account	Meter Connection	Service Address	Service Street	Service Street Suffix	Service City	Service Size	Meter Size
010004018	1	401	WASHINGTON	DR	Milpitas	16	8
010004018	2	401	WASHINGTON	DR	Milpitas		8
010004018	1	1	CALAVERAS	RD	Milpitas	16	8
010004018	2	1	CALAVERAS	RD	Milpitas		8
010004018	1	1	HAMMOND	WY	Milpitas	16	6
010004018	2	1	HAMMOND	WY	Milpitas		8
010004018	1	641	GIBRALTAR	CT	Milpitas	12	10

Exhibit C

Emergency Connections with Other Water Systems

Connection With	Number	Size
SCVWD	41	6"-24"
San Jose	1	6"
ACWD	2	8", 8"