

**AMENDED AND RESTATED  
AGREEMENT BETWEEN THE CITY OF SAN JOSE  
AND THE SANTA CLARA VALLEY WATER DISTRICT  
FOR OPERATION AND MAINTENANCE  
OF THE SILICON VALLEY ADVANCED WATER PURIFICATION CENTER**

This First Amended and Restated Agreement (Agreement) is entered into this \_\_\_\_ day of [INSERT], 2025, by the City of San José (“City”) and the Santa Clara Valley Water District (District), for the Operation and Maintenance of the Silicon Valley Advanced Water Purification Center (the “Amendment”). The District and the City are sometimes collectively referred to in this Amendment as the “Parties” and individually referred to as the “Party”.

**RECITALS**

- A. On October 23, 2012, the Parties entered into an agreement entitled “Agreement between the City of San Jose and the Santa Clara Valley Water District for Operation and Maintenance of the Silicon Valley Advanced Purification Center”.
- B. The Advanced Water Treatment Facility (“AWTF”) formally named the Silicon Valley Advanced Water Purification Center (“SVAWPC”), started operations in March 2014 to treat up to twelve (12) million gallons per day (mgd) of Plant secondary effluent, to increase the production of non-potable recycled water through microfiltration; enhance the quality of non-potable recycled water quality through the provision of up to eight (8) mgd of reverse osmosis treated water for blending with the Plant’s existing recycled water; and offset the demand for development of new sources of water supply for Santa Clara County.
- C. District wishes to construct and operate a Direct Potable Reuse (“DPR”) Demonstration Facility to demonstrate safety and feasibility of DPR, with the goal to eventually construct and operate a Full-Scale DPR Facility to provide benefits for the potable water supply to the City and County of Santa Clara.
- D. The DPR Demonstration Facility will have a projected capacity production of up to 0.5 million gallons per day (mgd) of purified water that may be blended with existing recycled water produced by the San José/Santa Clara Water Pollution Control Plant (“Plant”). The DPR Demonstration Facility will result in the production of reverse osmosis concentrate (“ROC”) which the Parties intend to be comingled with the current ROC stream from the AWTF and discharged through the outfall of the Plant.
- E. The Parties desire to amend the Agreement to adjust the Parties’ roles and responsibilities with respect to the operation and maintenance of the AWTF, with respect to this DPR Demonstration Facility.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## **ARTICLE 1     DEFINITIONS.**

For the purpose of this Agreement, the definitions contained in First Revised Exhibit A of this Agreement shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement but instead defined in the Ground Lease Agreement or Integration Agreement, then the definition of such word or phrase in the Ground Lease Agreement or Integration Agreement, as applicable, shall control.

## **ARTICLE 2     TERM.**

The term of this Agreement shall be from the date set forth in the introductory paragraph of this Agreement through June 30, 2065, or upon termination of the Ground Lease Agreement or Integration Agreement, whichever is earlier in time.

## **ARTICLE 3     DISTRICT OPERATION AND MAINTENANCE OBLIGATIONS.**

### **A. Production of Advanced Treated Recycled Water and DPR Demonstration Facility Product Water.**

1. District shall operate and maintain the SVAWPC and DPR Demonstration Facility to collectively accept up to twelve (12) mgd of Secondary Effluent from the WPCP. Up to 0.5 mgd of the twelve (12) mgd of Secondary Effluent shall be for the DPR Demonstration Facility. The Parties reserve the right to mutually assess and quantify the increase in the Secondary Effluent capacity in the event that additional reverse osmosis membranes are added, provided the Secondary Effluent complies with the standards set forth in Table 1 of Exhibit B.

2. District shall operate and maintain the SVAWPC to produce Product Water.

3. District shall operate and maintain the DPR Demonstration Facility to produce DPR Demonstration Facility Product Water to demonstrate the safety and feasibility of DPR.

4. District shall blend recycled water produced by WPCP ("Tertiary Effluent") with Product Water in accordance with Exhibit E of the Ground Lease, to produce Blended Product Water.

5. DPR Demonstration Facility Product Water may fluctuate. District intends to use up to ten (10) percent of DPR Demonstration Facility Product Water on an average monthly basis for DPR bottling and outreach purposes and commits to provide the balance of the DPR Demonstration Facility Product Water to blend with Tertiary Effluent produced by WPCP in accordance with Subsection 4.

6. District shall establish reasonable operating procedures and maintenance schedules; and provide all tools, equipment, vehicles, materials, supplies and qualified personnel reasonably necessary to operate and maintain the SVAWPC.

7. District shall obtain and maintain a valid water reclamation permit from the Regional Water Quality Control Board ("Regional Board") pursuant to review by the California Department of Public Health ("CDPH") to operate and maintain the SVAWPC and DPR Demonstration Facility, as required by the Regional Board.

8. City recognizes that factors beyond the control of District could cause operational difficulties at the SVAWPC and DPR Demonstration Facility resulting in the need to temporarily reduce or halt the production of SVAWPC Product Water and/or DPR Demonstration Facility Product Water to City. District shall use its best efforts to re-establish the production of SVAWPC Product Water and/or DPR Demonstration Facility Product Water, of a suitable quality and quantity as soon as reasonably possible and shall re-establish City's supply of such water accordingly.

**B. SVAWPC and DPR Demonstration Facility Wastewater Discharge.**

1. District shall operate and maintain the SVAWPC and DPR Demonstration Facility to ensure that wastewater discharged by the SVAWPC and DPR Demonstration Facility to the WPCP chlorine contact tanks complies with the limitations set forth in Table 3.A of First Revised Exhibit B ("Reverse Osmosis Reject").

2. District shall operate and maintain the SVAWPC and DPR Demonstration Facility to ensure that wastewater discharge from the SVAWPC and DPR Demonstration Facility to the emergency basin overflow structure tanks complies with the limitations set forth in Table 3.A of First Revised Exhibit B ("Waste Stream Discharge").

The SVAWPC Waste Stream Discharge to the emergency basin overflow structure may include the following:

- a. Membrane filtration backwash waste
- b. Membrane filtration clean-in-place neutralized waste
- c. Membrane filtration maintenance neutralized waste
- d. Reverse osmosis clean-in-place neutralized waste
- e. Reverse osmosis membrane flush water
- f. Miscellaneous process drains
- g. Strainer backwash waste
- h. Process building sanitary waste
- i. Process building floor drains
- j. Chemical storage containment area rain water
- k. Storm water flows

The DPR Pilot and Demonstration Facility Waste Stream Discharge to the emergency basin overflow structure may include the following:

- a. Membrane filtration backwash waste
- b. Membrane filtration clean-in-place neutralized waste

- c. Membrane filtration maintenance neutralized waste
- d. Reverse osmosis clean-in-place neutralized waste
- e. Reverse osmosis membrane flush water
- f. Miscellaneous process drains
- g. Strainer backwash waste
- h. Demonstration Facility sanitary waste
- i. Demonstration Facility floor drains
- j. Chemical storage containment area rainwater
- k. Storm water flows
- l. DRP Pilot Facility Product Water

3. District shall not contribute to or cause to be contributed to the WPCP wastewater treatment system ("WPCP System") any waste or any pollutant that could:

- a. Causes Interference with the WPCP System; or
- b. Damages the WPCP system; or
- c. Results in or significantly contribute to a violation of WPCP effluent limitations, whether narrative or numeric, including acute and chronic toxicity, or any other requirement of City's National Pollutant Discharge Elimination System ("NPDES") permit in effect at any time.

4. District shall not create any hazard to the public safety, the environment, or to WPCP's personnel.

5. District shall not discharge, or cause to be discharged, to the WPCP System any of the following:

- a. Any solid or viscous substance in quantities that is capable of causing obstruction in the flow in the WPCP System, that could interfere with the proper operation of the WPCP System or the treatment of sanitary sewage or industrial waste, or that would require unusual attention or expense to handle, process or treat.
- b. Flammable liquid, solid, vapor, or gas or other substance including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 deg F (60 deg C) using the test methods specified in 40 Code of Federal Regulations (CFR) § 261.21.
- c. Liquid, solid, vapor, gas, or other substance having or developing a temperature of 150 deg F or more, or which may cause the temperature of the WPCP System to exceed 104 deg F (40 deg C).
- d. Solid, liquid, vapor, gas, or other substance which is so malodorous or noxious that their discharge into the sanitary sewer system would cause a public nuisance.
- e. Any substance which results in the presence of toxic gases, fumes or vapors in the WPCP System or on the WPCP premises in a quantity that may cause acute health and/or safety problems for workers on the WPCP premises.
- f. Any radioactive wastes, except by persons authorized to discharge, and the discharge is in strict conformance with (California Radiation

Control Regulations, title 17, Chapter 5, Subchapter 4, Section 30100 et seq.), and federal regulations and recommendations for safe disposal of such waste.

- g. Any industrial waste containing the toxic substances specified under San Jose Municipal Code Section 15.14.585.A; toxic or poisonous substances or any other pollutant, including biochemical oxygen demand, in sufficient quantity to injure or cause an Interference with WPCP System or pass through the WPCP System, or in sufficient quantity to constitute a hazard to humans or animals, or in sufficient quantity to create a hazard for humans, or aquatic life in any waters receiving effluent from the sanitary sewer system, or which may create a hazard in the use or disposal of sewage sludge.

If the District violates Article 3(B)(5), the District shall immediately cease any discharge from the SVAWPC and DPR Demonstration Facility to the WPCP System. Each parties' liability for any damages arising from a violation of Article 3(B)(5) shall be consistent with Section 16 of the Amended Ground Lease Agreement.

6. District is prohibited from allowing Slug Discharges from entering the WPCP System. District shall operate and maintain the SVAWPC and DPR Demonstration Facility in a manner that would protect the WPCP System from Slug Discharges of restricted materials, or other substances regulated under the City's NPDES Permits.

7. District shall immediately cease discharge of waste streams to the WPCP upon notice from City that the discharge may be adversely impacting the WPCP wastewater treatment process, or the ability of the WPCP to meet the requirements of the NPDES Permits.

C. Sampling and Monitoring.

1. District shall conduct SVAWPC and DPR Pilot and Demonstration Facility (as specified in First Revised Exhibit B Table 2A. and Table 3A) wastewater discharge monitoring and provide monitoring information to the City to supplement its NPDES Monitoring and Reporting Program. The purpose of this monitoring is to assess potential impacts associated with the discharge of Reverse Osmosis Reject on the City's ability to comply with NPDES permits requirements. The Parties agree that amendments to, changes in interpretation of, or other changes to the City's NPDES permits may require the District to modify monitoring of the SVAWPC and DPR Demonstration Facility wastewater discharge.

2. District shall adhere to the initial schedule for sampling and analyses provided in Table 3.A of First Revised Exhibit B. The schedule for sampling and analyses shall also be incorporated into the SVAWPC Operation and Maintenance Manual. The Parties may mutually agree to written modification of Table 3.A of First Revised Exhibit B. District also agrees to conduct monitoring efforts not mandated by the City's NPDES permits of the SVAWPC and DPR Pilot and Demonstration Facility (as specified in First Revised Exhibit B Table 2A and Table 3A)) wastewater discharge at reasonable detection

levels to provide tracking of potential impacts on the City wastewater treatment system and/or ability to comply with NPDES permits requirements due to discharge of the SVAWPC and DPR Demonstration Facility wastewater discharge to the WPCP.

3. District shall establish, implement, and maintain a water quality monitoring program to collect and test representative samples of Product Water and Blended Product Water to verify compliance with specifications set forth in Table 2 of First Revised Exhibit B.

4. District shall establish, implement, and maintain a water quality monitoring program to collect and test representative samples from wastewater discharged by the SVAWPC and DPR Pilot and Demonstration Facility (as specified in First Revised Exhibit B Table 2A. and Table 3A.) to verify compliance with specifications set forth in Table 3.A of First Revised Exhibit B.

5. The locations for sampling and monitoring shall be as described in First Revised Exhibit B. Sample collections shall be coordinated with the City's monitoring efforts to facilitate accurate and timely reporting of monitoring information.

6. District shall provide the City with reasonable access to sample locations on the Product Water and DPR Pilot and Demonstration Facility Product Water streams from SVAWPC and DPR Pilot and Demonstration Facility and wastewater discharge from SVAWPC and DPR Pilot and Demonstration Facility to conduct independent monitoring for confirmation of District monitoring information.

7. In the first two years following Commencement of Operation of the SVAWPC, as defined under First Revised Exhibit A, District shall perform the sampling required under Table 3.A of First Revised Exhibit B at twice the frequency specified with the exception noted for Table 3.A for sampling of asbestos, chromium VI, PCBs and dioxin which will be done at the normal frequency shown in the table. The Parties shall jointly review the data from the monitoring program during the first year following Commencement of Operation and modify the monitoring program with the goal of reducing monitoring efforts not mandated by the City's NPDES permits to a level that would still track the potential impact of Reverse Osmosis Discharge on the WPCP System. No later than two years after Commencement of Operations, the frequency of monitoring efforts not mandated by the City's NPDES permits shall be reduced at all locations to the frequency specified in Table 3.A of First Revised Exhibit B, with the exception of monitoring for constituents governed by Section C.8 below.

#### 8. The DPR Pilot and Demonstration Facility

During the period of operation of the DPR Pilot Facility, District shall perform the sampling required under Table 3.A of First Revised Exhibit B at the frequency specified with the exception noted for Table 3.A for sampling of asbestos and dioxin. The Parties shall jointly review the data from the monitoring program during the first year following operation of the Pilot Facility and modify the monitoring program with the goal of reducing monitoring efforts not mandated by the City's NPDES permits to a level that would still track the potential impact of Reverse

Osmosis Discharge on the WPCP System. Notwithstanding the above and prior to the operation of the DPR Demonstration Facility, the Parties shall discuss a mutually agreeable sampling and reporting schedule for the DPR Demonstration Facility, provided reverse osmosis impacts to WPCP continues to be monitored.

9. The Parties shall conduct additional and accelerated monitoring as described in this Section 9 in the event that the discharge at the WPCP discharge point approaches or exceeds any effluent limitation or toxicity requirements in the City's NPDES Permits. Constituents that approach or exceed a NPDES permit effluent limitation will be sampled and analyzed daily 1) by the City in the WPCP final effluent, and 2) by the District in the Reverse Osmosis Reject. Daily sampling may be discontinued once two successive WPCP final effluent samples demonstrate that the discharge no longer contains constituent(s) above the effluent limitation(s), and the frequency of monitoring may resume to the frequency specified in Table 3.A of First Revised Exhibit B.

The City will initiate accelerated bioassay testing as soon as practicable if the WPCP final effluent exceeds the acute or chronic toxicity effluent limits. The testing will continue back to back until the WPCP final effluent complies with effluent limits consistent with the City's NPDES Permits monitoring requirements.

The Reverse Osmosis Reject shall also be tested if the WPCP final effluent exceeds the acute or chronic toxicity effluent limits, or other conditions that trigger the requirement to institute additional toxicity monitoring. The Reverse Osmosis Reject shall be blended with potable water using methods consistent with the Environmental Protection Agency's methods.

9. To the extent practicable, the Parties shall coordinate toxicity testing schedules to maximize the usefulness of the District's test data in assessing impacts on the WPCP final effluent.

#### D. Documentation and Reporting.

1. District shall obtain all applicable permits to produce unrestricted quality recycled water that meets the quality standards set forth under Title 22 of the California Code of Regulations by the California Department of Public Health (the "CDPH"), and/or by the Regional Water Quality Control Board (the "RWQCB"). Within thirty (30) days of securing such permits, the District shall use reasonable efforts to provide the City with a copy of those permits along with the documentation submitted to the CDPH and RWQCB to secure the permits.

2. The operation and maintenance practices of the SVAWPC and DPR Demonstration Facility are subject to the City's NPDES Permits requirements. The City's NPDES Permits require the City to submit any planned changes, and/or significant changes to operation and maintenance, to the Regional Water Quality Control Board (the "RWQCB") within specified time periods. The District agrees to submit the following plans, including amendments, to the City prior to start-up and testing consistent with the schedule set forth in First Revised Exhibit C, attached hereto and incorporated by reference herein. To the extent that these plans or plan changes could reasonably subject City to potential

regulatory enforcement action by the RWQCB, the District and City mutually agree to prioritize remedies, to promptly address any and all necessary modifications to the plans, to reasonably ensure the City will not potentially be in violation of the NPDES Permits. The City acknowledges that these plans may be modified once start-up and testing begins, and the District agrees to submit revisions according to the Deliverable Due Dates table contained in First Revised Exhibit C of this Agreement.

- a. **Staffing Plan** - including description of how the day to day operation of the SVAWPC and DPR Demonstration Facility will be staffed (both on-site and remotely). The Staffing Plan should include a delineation of all personnel employed, with job titles and appropriate recycled water treatment plant operator certification requirements identified for each personnel. The Staffing Plan should also include an organization chart identifying lines of authority, with names and telephone numbers for all personnel. The person responsible for communicating with the Deputy Director of Wastewater or designee on a day-to-day basis should be identified, as well as how City staff will be informed of water quality problems (both Product Water and brine waste). The staffing plan shall comply with all federal and state requirements including all requirements in the City's NPDES permits.
- b. **Operations and Maintenance Manual** - including unit process descriptions and layouts, piping diagram(s), operations considerations, safety, management information system, reports and record keeping, process instrumentation, chemical storage handling and feeding, electrical system, utilities, brine management, maintenance considerations, and other items as appropriate.
- c. **Start-up and Testing Plan** - including a communications plan between District and City staff (e.g. regular weekly/daily/monthly meetings for the first month/6 months/year), description of where test water will be conveyed prior to producing product water, chronic toxicity testing procedures, procedures for demonstrating sufficient quality product water and brine are being produced, and other operational considerations.
- d. **Chronic Toxicity Compliance Demonstration Plan** - including description of the testing that will demonstrate that waste streams produced by the SVAWPC and DPR Demonstration Facility, including Reverse Osmosis Reject, will not cause or contribute to chronic toxicity in WPCP final effluent.
- e. **Pollution Prevention Plan** - including source reduction and other practices that will reduce the amount of pollutants entering a waste stream prior to out-of-process recycling, treatment, or disposal.
- f. **Asset Management Program** - including parts inventory, calibration timing for applicable equipment, routine maintenance schedules, chemical supply, rehabilitation and replacement schedule, computerized maintenance and management system employed, and other considerations as required by the NPDES permits.
- g. **Contingency Plan for Operation Under Emergency Conditions** - including chain of command, backup provisions, notification procedures, emergency



conditions that could impact SVAWPC and DPR Demonstration Facility treatment operations, spill prevention planning, and other considerations.

The District shall retain a professional engineer registered in the State of California with demonstrated expertise in wastewater treatment, recycled water and environmental compliance, to conduct an evaluation of the above plans for technical consistency with all applicable state and federal laws and regulations, including any impact on NPDES Permits compliance. The professional engineer shall certify that all information provided is true and accurate. The certification shall indicate that the plans do comply with all applicable state and federal laws and regulations. Each original document, and subsequent revisions, shall include the Certification Statement shown below:

**CERTIFICATION STATEMENT**

*I certify under penalty of law that this document and any attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

**CERTIFIED BY:**

_____ <i>Name (please print)</i>	_____ <i>Email</i>	_____ <i>Title</i>
_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Phone</i>

**PREPARED BY:**

_____ <i>Name (please print)</i>	_____ <i>Email</i>	_____ <i>Title</i>
_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Phone</i>

3. The District shall provide monthly and annual reports to the City documenting compliance with the monitoring, sampling, and water quality and wastewater discharge requirements set forth in Tables 2A, 2B, 2C, and 3A of First Revised Exhibit B.
4. The District shall require the SVAWPC and DPR Demonstration Facility operators to keep daily logs of SVAWPC and DPR Demonstration Facility operations and maintenance pursuant to reasonable industry standards. Upon reasonable notice, the District shall provide the City access to the daily logs for review, as needed. The District shall provide a summary report of the operation

and maintenance activities at the SVAWPC and DPR Demonstration Facility to the City's WPCP Chief Plant Operator on a quarterly basis, or other mutually agreed upon period. The District shall provide the City with written notification of any known reasonable potential or actual violation, of the Water Recycling Criteria specified in Chapter 3 of Title 22 of the California Code of Regulations, within two (2) hours of the District learning of the potential or actual violation. In addition, the District shall provide a written report of how the District resolved or intends to resolve the issue within seventy-two (72) hours of learning of the potential or actual violation. The District agrees to share DPR Pilot and Demonstration Facility data with City.

5. The District shall provide City with any updates to the Staffing Plan, Operations and Maintenance Manual, Pollution Prevention Plan, Asset Management Program and Contingency Plan for Operation under Emergency Conditions on an annual basis on or before January 1<sup>st</sup>. In the event that District wishes to implement significant modifications to SVAWPC and DPR Demonstration Facility operation and maintenance practices, the District shall provide a description of intended modifications to the City prior to implementing such changes. District shall comply with the requirements of the Ground Lease Agreement prior to construction of major capital improvements to, or removal of major equipment from the facility.

6. The District shall prepare and submit to the California Department of Public Health and/or RWQCB all regulatory reports required by these agencies for the operation and maintenance of the SVAWPC and DPR Demonstration Facility. The Parties shall coordinate activities regarding the schedule and format of the regulatory reports, and a copy of the reports shall be provided to the City.

#### **ARTICLE 4 CITY OPERATION AND MAINTENANCE OBLIGATIONS.**

##### **A. Provision of Secondary Water and Recycled Water.**

1. The City shall supply the District with up to twelve (12) mgd of Secondary Effluent.

2. The City shall supply Tertiary Effluent to the District for blending with Product Water and DPR Demonstration Facility Product Water, as, specified in First Revised Exhibit B Table 2A. and Table 3A., in accordance with Exhibit E of the Ground Lease Agreement.

3. The District understands and acknowledges that the City is charged with the responsibility of operating the WPCP and WPCP sewage systems in a manner which the City determines to be most beneficial to the users of the WPCP and that factors beyond the control of the City could cause operational difficulties at the WPCP or in the sewage system resulting in the need to temporarily reduce or suspend the provision of Secondary Effluent to the SVAWPC and DPR Demonstration Facility. The rights of the District to Secondary Effluent pertain only to the Secondary Effluent produced by the WPCP and delivered to the SVAWPC and DPR Demonstration Facility. Nothing contained herein shall

be construed to qualify in any manner the City's right to operate the WPCP at such level as it determines, in its absolute discretion to be appropriate, or to discontinue the operation of the WPCP. Any right of the District to Secondary Effluent shall be subordinate to the rights and responsibilities of the City as herein set forth. In the event that the City temporarily reduces or suspends provision of Secondary Effluent to District, the City shall use its best efforts to re-establish the production of Secondary Effluent of a suitable quality and quantity as soon as reasonably possible, and shall re-establish District's supply of such water accordingly. The City understands and acknowledges that its failure to supply the District with an adequate volume and quality of Secondary Effluent to enable the District to meet the operational parameters specified in Exhibit E of the Ground Lease Agreement, suspends the District's obligations for satisfying those operational parameters until such time the City can provide the District with a sufficient volume of Secondary Effluent.

4. Upon request of the District, the City shall provide the District with any Secondary Effluent, or Tertiary Effluent quality monitoring data collected by the City.

5. The City shall provide the District with reasonable access to sample Secondary Effluent delivered to the SVAWPC and DPR Demonstration Facility.

6. The City shall immediately cease providing the District with Secondary Effluent upon discovery by either party that the Secondary Effluent: (i) has either contributed to, caused or has the potential to cause the District to violate Article 3(B)(5), (ii) contains flammable liquid, solid, vapor, or gas or other substance that poses a fire or explosive hazard, (iii) could interfere with the proper operation of the SVAWPC or would require unusual attention or expense to handle, process or treat, (iv) could result in the voiding of the warranty of any component, part or equipment of the SVAWPC; or (v) contains contaminants in sufficient quantity to constitute a hazard to humans from physical contact or inhalation, including the operators of the SVAWPC. Whosoever makes the determination that such a situation exists shall provide a written explanation of the facts, circumstances and reasons why the Secondary Effluent supply was suspended. The parties will then endeavor to resolve any concerns regarding the Secondary Effluent.

7. The City agrees to provide the District with Material Safety Data sheets, application points, and dose ranges for chemicals applied in the WPCP treatment process for chemicals added to the treatment process prior to the SVAWPC's receipt of effluent. The City agrees to provide the District updates to this information seven (7) calendar days, or as soon as practicable, prior to the application of new chemical(s), provided that advance notice is reasonably feasible. The District reserves the right to discontinue operation of the SVAWPC, if it determines that the cost to modify the operation of the SVAWPC in response to the addition of chemical(s) is not in the District's financial interest, or that the chemical(s) are detrimental to the functioning of the SVAWPC. If the District discontinues operation of the SVAWPC for the above reasons, the City and District agree to meet and endeavor to reach a mutually acceptable solution.

**B. Acceptance of SVAWPC and DPR Demonstration Facility Waste Streams.**

1. The City shall accept up to 1.5 mgd of Waste Stream Discharge from the SVAWPC and DPR Demonstration Facility to the WPCP emergency basin overflow structure.

2. The City shall accept up to 2 mgd of Reverse Osmosis Reject from the SVAWPC and DPR Demonstration Facility to the WPCP chlorine contact tanks structure.

3. The City shall accept all water used to test and start up the SVAWPC in accordance with the Start Up and Testing Plan certified pursuant to Article 3(D)(2), provided the water quality meets the requirements set forth in Table 3.A of First Revised Exhibit B. The Parties shall closely coordinate start-up of the SVAWPC.

4. The City shall accept all water used to test and start up the DPR Pilot and Demonstration Facility, provided the water quality meets the requirements set forth in Table 3.A of First Revised Exhibit B. The Parties shall closely coordinate start-up of the DPR Demonstration Facility.

4. The locations for acceptance of waste stream discharge and Reverse Osmosis Reject may be subject to change at the City's sole discretion provided the City first submits written notification to the District, and the Parties have mutually agreed to changes to the monitoring program due to the change in location(s). The City reserves the right to change locations without notice to the District in the event that the City reasonably believes it must do so to maintain compliance with the NPDES permits. The Parties, however, shall mutually agree to modifications to the monitoring program within a reasonable time after the change in location(s).

**C. Permits.**

1. The City shall maintain valid National Pollutant Discharge Elimination System ("NPDES") permits authorizing the WPCP's discharge of treated wastewater to South San Francisco Bay.

2. The City shall maintain a valid Water Reclamation Permit from the RWQCB authorizing the WPCP to operate and maintain SBWR.

3. The City shall maintain a valid permit from the RWQCB authorizing the WPCP to produce the Tertiary Effluent.

**ARTICLE 5 COMMUNICATIONS AND COORDINATION**

A. Meetings. The Parties agree to designate personnel to meet on a regular basis to review operational and maintenance issues associated with meeting the requirements of this Agreement. During the first two years following Commencement of Operation, the designated staff shall meet monthly, and thereafter on a periodic basis to be determined by

mutual consent of the Parties. Notwithstanding the above, each Party reserves the right to raise operational issues as provided for under the Integration Agreement

B. Public Tours. Public tours must not interfere with the safe and secure operation of SVAWPC.

C. Operational Communications. The Parties must have the ability to communicate to each other regarding operational issues, and in case of emergency 24-hours per day. The District shall provide City with the District's SVAWPC and DPR Demonstration Facility emergency contact number prior to operating the SVWAPC. City personnel can be reached at (408) 635-4000. The Parties shall provide each other any updates to the contact information.

D. Customer Communications. The Parties shall coordinate development of a communication plan to inform SBWR customers of the planned start-up date and initial operations of the SVAWPC and DPR Demonstration Facility.

## **ARTICLE 6 MISCELLANEOUS.**

A. Qualified Personnel. The District shall operate the SVAWPC and DPR Demonstration Facility with qualified District personnel or contractors, or both District personnel and contractors.

B. Costs. All costs, including indirect and direct costs, incurred by the Parties to undertake the obligations specified in this Agreement for the administration, operation, maintenance and repair of the SVAWPC, or SBWR are operating costs subject to Article 7 of the Integration Agreement.

C. Insurance. District agrees to have and maintain the policies set forth in Section 17 of the Ground Lease Agreement. All policies, endorsements, certificates, and/or binders shall be subject to review and approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Should the Risk Manager recommend any change in any coverage such recommendation shall be discussed by the Technical Working Group and reviewed by the Recycled Water Policy Advisory Committee.

D. Assignment. No Party shall assign, sublet, or transfer this Agreement or any of the rights or interests in this Agreement without the written consent of the other Party.

E. Consent. Unless expressly provided otherwise, whenever in this Agreement the approval or consent of a Party is required, such approval or consent shall be in advance, shall be in writing, and shall be executed by a person having the express authority to grant such approval or consent.

F. Controlling Law. Except as federal law may apply, the Parties agree that this Agreement shall be governed and construed by and according to the laws of the State of California.

G. Relationship to Other Agreements. This Agreement is intended to supplement the terms and conditions of the Ground Lease Agreement, and the Integration Agreement by providing additional parameters as to each Party's obligations for operation and maintenance of the SVAWPC and DPR Demonstration Facility. To the extent that a term and condition of this Agreement conflicts with the Ground Lease Agreement, or the Integration Agreement, the terms and conditions of the Ground Lease Agreement, or Integration Agreement shall prevail.

H. Exhibits and Addenda. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment thereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein. The Exhibits attached to this Agreement are:

First Revised Exhibit A	Definitions
First Revised Exhibit B	Water Quality Requirements
First Revised Exhibit C	Deliverable Due Dates

I. Force Majeure. For purposes of this Agreement the term "Force Majeure" shall mean earthquake, fire or other casualty, flood, landslide, epidemic, unforeseeable adverse weather, "acts of God", war, civil disturbance, court ordered injunction, intervention by civil or military authorities or government, strikes, lockouts, boycotts or other labor disputes, to the extent any of the foregoing are beyond the reasonable control of either the City or District and which cause such Party to be delayed or hindered in or prevented from the performance of any covenant or obligation under this Agreement.

J. Headings. The headings of the paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

K. Independent Contractor. City and District, in the performance of the tasks to be performed by each, shall each act as and be an independent contractor and not an agent or employee of the other. As independent contractors, both City and District shall be responsible for tasks performed by their agents, contractors or employees, including the payment of any and all compensation, or the provision of any benefits due said agents, contractors or employees. City and District each agree to indemnify and hold harmless the other Party from any claim that may be made by its agents, employee or contractors for benefits or compensation.

L. Interpretation. This Agreement shall be deemed to have been prepared equally by both Parties, and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that the other Party prepared it.

M. Material Considerations. Each and every term, condition, covenant and provision of this Agreement shall be deemed to be a material part of the consideration for the entry into this Agreement, and any breach hereof by either Party shall be deemed to be a material breach. Each term and provision of the Agreement to be performed by a Party shall be construed to be both a covenant and a condition.

N. Modification of the Agreement. This Agreement shall not be modified, unless the Parties first agree to and approve of such modification in writing in the form of an amendment to this Agreement.

O. Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine gender.

P. Successor and Assigns. The provision of this Agreement shall, subject to the provisions concerning transfer, apply to and bind the successors and assigns of the Parties hereto.

Q. Validity of Existing Agreements. Execution of this Agreement does not modify, invalidate or supersede any prior agreements made between the Parties.

R. Venue. In the event that suit shall be brought by either Party hereunder, the Parties agree that venue shall be exclusively vested in the state courts of California in the County of Santa Clara or if federal jurisdiction is appropriate, exclusively in the United States District Court in the Northern District of California, San Jose, California.

## **ARTICLE 7 NOTICES**

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either Party to the other, shall be in writing and shall be addressed as follows, or to such other place as City or District, respectively, may notify the other in writing:

If to City, the same shall be addressed to:

Jeff Provenzano  
Director of Environmental Services  
City of San Jose  
200 East Santa Clara Street, 10<sup>th</sup> floor tower  
San Jose, CA 95113

With a copy to:

Office of the City Attorney  
City of San Jose  
200 East Santa Clara Street, 16<sup>th</sup> floor tower  
San Jose, CA 95113

If to District, the same shall be addressed to:

Aaron Baker  
Chief Operating Officer  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

With a copy to the:

Office of the District Counsel  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

APPROVED AS TO FORM

CITY OF SAN JOSE, a municipal Corporation

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LEANNE BOLANO  
Deputy City Attorney

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SARAH ZARATE  
Director, City Manager's Office

APPROVED AS TO FORM

SANTA CLARA VALLEY WATER DISTRICT,  
a Special District established by the California  
Legislature

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BRIAN HOPPER  
Senior Assistant District Counsel

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RICK L. CALLENDER, Esq.  
Chief Executive Officer

## FIRST REVISED EXHIBIT A

### DEFINITIONS

**“Blended Product Water”** means water that meets the specifications contained Table 2.C of First Revised Exhibit B of this Agreement, and consistent with the requirements of Title 22 of the California Code of Regulations and the SBWR Permit for unrestricted quality recycled water. All references to permits or regulatory requirements in this Agreement hereafter shall also include regulations and/or permits as they may be amended or superseded by other equivalent regulatory requirements throughout the term of this Agreement. This will include DPR Demonstration Facility Product Water that meets the requirements of Title 22 of the California Code of Regulations.

**“Commencement of Operations”** means the first day of the operation of the SVAWPC, by the District or an approved subcontractor, for 10 consecutive days in a consistent and reliable manner to produce water that meets the product water quality specifications set forth in First Revised Exhibit B of this Agreement in an amount equal to: (i) the amount of water produced by two full treatment trains of the SVAWPC (MF, RO, UV) at design capacity of 2.67 MGD per train, or (ii) SBWR’s then-current demand, whichever is lesser.

After the Commencement of Operations, the District shall employ reasonable efforts to operate the SVAWPC for 10 consecutive days prior to the SVAWPC summer operation period in a consistent and reliable manner to meet the product water quality specifications set forth in First Revised Exhibit B in an amount equal to: (i) the “Projected Year 2010 Flows” specified in Table 1 (SBWR Supply Sources – Summer Operation) of Exhibit E of the Ground Lease Agreement, or (ii) the amount of flow accepted by the City, whichever is lesser.

**“Days”** unless otherwise specified, shall mean calendar day.

**“Direct potable reuse”, or “purified water”** – shall mean treated recycled water that meets the requirements of Tit. 22 Cal. Code Regs. Art. 10 and is introduced either directly into a public water system or into a raw water supply immediately upstream of a water treatment plant, in accordance with Tit. 22 Cal. Code Regs. § 64669.05.

**“DPR Pilot Facility”** – shall mean a direct potable reuse (“DPR”) pilot facility that will utilize unused secondary wastewater and treating it through a new purification treatment technique. The DPR Pilot Facility will have a treatment capacity of approximately 200 gallons per minute (200 gpm) and will not be permitted for nonpotable or potable reuse. DPR Pilot Facility Product Water will be discharged to the WPCP.

**“DPR Demonstration Facility”** – shall mean a direct potable reuse (“DPR”) demonstration facility that will utilize unused secondary or tertiary wastewater and treating it through a new purification treatment technique consistent with DPR regulations. This DPR Demonstration Facility will treat wastewater from the Plant such that it meets regulatory requirements for potable reuse. This facility may include a separate structure for an education learning center to promote outreach and education through visits of the

public, students, and technical experts. The DPR Demonstration Facility will have a treatment capacity of up to five hundred gallons per minute (500 gpm). DPR Demonstration Facility product water will meet the requirements of Title 22 of the California Code of Regulations for nonpotable reuse and will primarily be blended with Tertiary Effluent with a smaller volume utilized for education and outreach purposes.

**“DPR Pilot Facility Product Water”** means the water produced and discharged to WPCP from the pilot-scale treatment technology. The Pilot portion of the project is anticipated to operate for 2-3 years from the date of execution of this amendment.

**“DPR Demonstration Facility Product Water”** shall mean treated recycled water that meets the requirements of Tit. 22 Cal. Code Regs. for nonpotable reuse and is to be blended with SVAWPC Product Water or be bottled for educational and outreach purposes.

**“Interference”** means a discharge which alone, or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the processes or operation of the WPCP System, or causes or significantly contributes to a violation of any requirement of the NPDES permit; and includes prevention of biosolids use or disposal by WPCP under state and federal law.

**“mgd”** means million gallons per day.

**“mg/L”** means milligrams per liter.

**“Plant Commissioning Test” or “PCT”** means a minimum 30 day commissioning testing period of the SVAWPC (performed by the District, an approved contractor, or both) that commences immediately after the District accepts as satisfactory the acceptance testing conducted by the SVAWPC construction contractor.

**“Product Water”** means water that meets the minimum state Water Recycling Criteria under Chapter 3 of Title 22 of the California Code of Regulations, the “Unrestricted Quality Reclaimed Water” (“Disinfected Tertiary”) specifications contained in San Francisco Bay Area Regional Water Quality Control Board Order Number 95-117 (“SBWR Permit”) and Table 2 of First Revised Exhibit B of this Agreement. All references to permits or regulatory requirements in this Agreement hereafter shall also include regulations and/or permits as they may be amended or superseded by other equivalent regulatory requirements throughout the term of this Agreement.

**“Reverse Osmosis Reject” or “ROR”** means water discharged by the SVAWPC or DPR Demonstration Facility to the WPCP that complies with the limitations set forth in Table 3.A of Exhibit B, and includes waste streams from reverse osmosis membrane treatment process.

**“Secondary Effluent”** means water from the WPCP that meets the Secondary Effluent Quality Criteria stated in Table 1 of First Revised Exhibit B.

**“Slug Discharge”** means any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or non-customary batch discharge, which has a reasonable potential to cause Interference or pass-through or in any other way cause a violation of applicable permit conditions.

**“TDS”** means total dissolved solids in the recycled water measured in mg/L.

**“Technical Working Group”** means the staff level working group formed by the Parties pursuant to the Recycled Water Facilities and Programs Integration Agreement.

**“Tertiary Effluent”** means recycled water produced by the WPCP after wastewater treatment including screening and grit removal, primary sedimentation, secondary treatment by the activated sludge process, secondary clarification, filtration, disinfection, and dechlorination.

**“ug/L”** means micrograms per liter.

**“Waste Stream Discharge”** means discharge from the SVAWPC and DPR Demonstration Facility to the WPCP emergency basin overflow structure that conforms to the water quality requirements set forth in Table 3.A of First Revised Exhibit B of this Agreement, and may include waste streams from the automatic strainers, MF/UF reverse filtration, MF/UF Clean-In-Place (CIP) System, RO CIP System and RO shutdown flush, as well as storm water flows.

**“WPCP”, or “Plant”, or “RWF”** means the San José/Santa Clara Water Pollution Control Plant commonly known as the Regional Wastewater Facility, and its equipment and personnel, located at 700 Los Esteros Road, San Jose, Santa Clara County, California.

**FIRST REVISED EXHIBIT B**

**WATER QUALITY REQUIREMENTS**

**Table 1. San Jose/Santa Clara Water Pollution Control Plant  
Secondary Effluent Quality Criteria**

<b>Parameter</b>	<b>Criterion</b>
TSS	up to 20 mg/L
pH	5.5 – 8.5
Temperature	50 – 80 deg. F

**Table 2. SVAWPC Product Water and Blended Product Quality Standards and Monitoring Requirements**

**Table 2A. Product Water and Blended Product Water**

<b>Constituent or Parameter</b>	<b>Type of Sample</b>	<b>Criterion</b>	<b>Application</b>	<b>Basis for Requirement</b>
pH	Continuous	$6.5 \leq \text{pH} \leq 8.5$	At any time	Title 22/NPDES
Turbidity	Continuous	0.2 NTU	No more than 5% of the time within a 24-hour period	Title 22/NPDES
		0.5 NTU	At any time	
Total Coliform <sup>(1)</sup>	Grab, daily	2.2 MPN/100 mL	7-day median	Title 22/NPDES
		23 MPN/100 mL	Any sample	
Dissolved Oxygen	Continuous	>1.0 mg/L	At any time	Title 22/NPDES
Dissolved Sulfide	Continuous	<0.1 mg/L	At any time	Title 22/NPDES
Conductivity	Continuous			City/SBWR
Flow	Continuous			Title 22/NPDES
Chlorine Residual	Continuous	5mg/L minimum; 10 mg/L maximum	At any time	Title 22/NPDES

Note 1. In the event that DISTRICT shall measure coliform by other than the multiple tube fermentation method producing a result in “most probable number,” they shall document to CDPH the equivalence of the alternate method. Should DISTRICT determine over time that, due to consistency or other reason, certain constituents did not need to be sampled, DISTRICT may implement a revised sampling protocol subject to approval by the WPCP.

Note 2. The Pilot Facility will not be subject to this table.

Note 3. Valley Water reserves the right to conduct testing to meet the requirements set forth in Tit. 22 Cal. Code Regs. Art. 10

**Table 2B. SVAWPC Product Water**

<b>Constituent or Parameter</b>	<b>Type of Sample</b>	<b>Criterion</b>	<b>Application</b>	<b>Basis for Requirement</b>
UV Dosage RO Permeate	Continuous	$\geq 50 \text{ mJ/cm}^2$	At any time	City/SBWR
UV Dosage MF Filtrate	Continuous	$\geq 80 \text{ mJ/cm}^2$	At any time	City/ SBWR
TDS	Continuous	<60 mg/L	At any time	City/SBWR

**Table 2C. SVAWPC Blended Product Water**

<b>Constituent or Parameter</b>	<b>Type of Sample</b>	<b>Criterion</b>	<b>Application</b>	<b>Basis for Requirement</b>
TDS	Continuous	500±50 mg/L	This 500 mg/l TDS is a rolling annual average based on a 28 mgd Max.	City/SBWR

All sampling and monitoring will use approved USEPA Methods with Minimum Levels as specified in RWQCB guidance dated August 6, 2001.

### **Monitoring Locations**

Product Water – located at any point in the pipe which delivers Product Water to the Transmission Pump Station for blending, and downstream of any SVAWPC treatment or storage unit, blending point, or point of use.

Blended Product Water – located at any point after Product Water is completely blended with Tertiary Effluent, and statistically representative of Blended Product Water serving SBWR Customers.

**Table 3. SVAWPC Waste Streams and Reverse Osmosis Reject Waste Streams  
Wastewater Discharge Standards and Monitoring Requirements**

**Table 3A. SVAWPC Waste Stream and Reverse Osmosis Reject (ROR)**

Constituent or Parameter	Type of Sample	Criterion	Application	Basis for Requirement
pH	Continuous	$6.0 \leq \text{pH} \leq 12.5$	Waste Stream	City
		$6.5 \leq \text{pH} \leq 8.5$	ROR	
Turbidity	Grab, Monthly	10 NTU	At any time	City
Ammonia	Composite, Monthly	N/A	Waste Stream and ROR	City/NPDES
Antimony	Grab, Monthly	5,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Arsenic	Grab, Monthly	1,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Beryllium	Grab, Monthly	750 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Cadmium	Grab, Monthly	700 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Chromium Total	Grab, Monthly	1,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Copper	Grab, Monthly	2,300 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Cyanide	Grab, Quarterly	500 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Lead	Grab, Monthly	400 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Mercury	Grab, Monthly	10ug/L	Waste Stream and ROR	SJMC § 15.14.585
Nickel	Grab, Monthly	500 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Nitrate	Composite, Monthly	N/A	Waste Stream and ROR	City/NPDES
Nitrite	Composite, Monthly	N/A	Waste Stream and ROR	City/NPDES
Oil and Grease	Grab, Quarterly	150,000 ug/L	Waste Stream and ROR	City
Phenols	Grab, Quarterly	30,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Phosphorus	Composite, Monthly	N/A	Waste Stream and ROR	City/NPDES



Selenium	Grab, Monthly	1,000 ug/L	Waste Stream and ROR	SJMC § 15.14.585
Silver	Grab, Monthly	700 ug/L	At any time	SJMC § 15.14.585
Zinc	Grab, Monthly	2,600 ug/L	Waste Stream and ROR	SJMC § 15.14.585
All other CA Toxics Rule (CTR) Priority Pollutants*	Grab, Semi-annual			City
* <b>Monitoring Only:</b> All sampling shall be done at twice the frequency noted for the first two years following Commencement of Operations except for Asbestos, Chromium (VI), Dioxin, and PCBs which will be done at the normal frequency shown in the table.				

All sampling and monitoring will use approved USEPA Methods with Minimum Levels as specified in RWQCB guidance dated August 6, 2001.

#### **Monitoring Locations**

SVAWPC Waste Stream – located at any point in the discharge pipe which delivers SVAWPC Waste Stream to the WPCP, and downstream of any SVAWPC treatment or storage unit, or wastewater blending point.

Reverse Osmosis Reject – located at any point in the discharge pipe which delivers Reverse Osmosis Reject to the WPCP, and downstream of any SVAWPC treatment or storage unit, or wastewater blending point.

DPR Demonstration Facility Waste Stream – located at any point in the discharge pipe which delivers DPR Demonstration Facility Waste Stream to the WPCP, and downstream of any SVAWPC treatment or storage unit, or wastewater blending point.

DPR Demonstration Facility Reverse Osmosis Reject – located at any point in the discharge pipe which delivers Reverse Osmosis Reject to the WPCP, and downstream of any DPR Demonstration Facility treatment or storage unit, or wastewater blending point.

After both Parties agree that the DPR Demonstration Facility waste streams have been adequately characterized, the waste streams from SVAWPC and DPR Demonstration Facility can be monitored as a single waste stream.

Table 3B. CTR Constituents to Be Monitored			Controlling Water Quality Criterion for Surface			
CTR #	Constituent	CAS	Basis	Criterion Concentration (ug/L or noted)	Minimum Reporting Level	Suggested Test
<b>INORGANICS</b>						
1	Antimony	7440360	Primary MCL	6	5	EPA 6020/200.8
2	Arsenic	7440382	Ambient Water Quality	0.018	1	EPA
15	Asbestos*	1332214	National Toxics Rule/ Primary MCL	7 MFL	0.22 MFL >10um	EPA/600/R-93/116(PCM)
3	Beryllium	7440417	Primary MCL	4	1	EPA 6020/200.8
4	Cadmium	7440439	Public Health Goal	0.07	0.25	EPA 1638/200.8
5a	Chromium (total)	7440473	Primary MCL	50	2	EPA 6020/200.8
5b	Chromium (VI)*	18540299	Public Health Goal	0.2	5	EPA 7199/1636
6	Copper	7440508	National Toxics Rule	4.1 (6)	0.5	EPA 6020/200.8
14	Cyanide	57125	National Toxics Rule	5.2	5	EPA 9012A
7	Lead	7439921	Calif. Toxics Rule	0.92 (6)	0.5	EPA 1638
8	Mercury	7439976	National Toxics Rule		0.0005	EPA 1669/1631
9	Nickel	7440020	Calif. Toxics Rule	24 (6)	5	EPA 6020/200.8
10	Selenium	7782492	Calif. Toxics Rule	5	5	EPA 6020/200.8
11	Silver	7440224	Calif. Toxics Rule	0.71 (6)	1	EPA 6020/200.8
12	Thallium	7440280	National Toxics Rule	1.7	1	EPA 6020/200.8
13	Zinc	7440666	Calif. Toxics Rule	54/ 16 (6)	10	EPA 6020/200.8
<b>VOLATILE ORGANICS</b>						
28	1,1-Dichloroethane	75343	Primary MCL	5	1	EPA 8260B
30	1,1-Dichloroethene	75354	National Toxics Rule	0.057	0.5	EPA 8260B
41	1,1,1-Trichloroethane	71556	Primary MCL	200	2	EPA 8260B
42	1,1,2-Trichloroethane	79005	National Toxics Rule	0.6	0.5	EPA 8260B
37	1,1,2,2-Tetrachloroethane	79345	National Toxics Rule	0.17	0.5	EPA 8260B
75	1,2-Dichlorobenzene	95501	Taste & Odor	10	2	EPA 8260B
29	1,2-Dichloroethane	107062	National Toxics Rule	0.38	0.5	EPA 8260B
31	1,2-Dichloropropane	78875	Calif. Toxics Rule	0.52	0.5	EPA 8260B
101	1,2,4-Trichlorobenzene	120821	Public Health Goal	5	5	EPA 8260B
76	1,3-Dichlorobenzene	541731	Taste & Odor	10	2	EPA 8260B
32	1,3-Dichloropropene	542756	Primary MCL	0.5	0.5	EPA 8260B
77	1,4-Dichlorobenzene	106467	Primary MCL	5	2	EPA 8260B
17	Acrolein	107028	Aquatic Toxicity	21	5	EPA 8260B
18	Acrylonitrile	107131	National Toxics Rule	0.059	2	EPA 8260B
19	Benzene	71432	Primary MCL	1	0.5	EPA 8260B
20	Bromoform	75252	Calif. Toxics Rule	4.3	2	EPA 8260B
34	Bromomethane	74839	Calif. Toxics Rule	48	2	EPA 8260B
21	Carbon tetrachloride	56235	National Toxics Rule	0.25	0.5	EPA 8260B
22	Chlorobenzene (mono chlorobenzene)	108907	Taste & Odor	50	2	EPA 8260B
24	Chloroethane	75003	Taste & Odor	16	2	EPA 8260B
25	2- Chloroethyl vinyl ether	110758	Aquatic Toxicity	122 (2)	1	EPA 8260B
26	Chloroform	67663	OEHHA Cancer Risk	1.1	0.5	EPA 8260B
35	Chloromethane	74873	USEPA Health Advisory	3	2.0	EPA 8260B
23	Dibromochloromethane	124481	Calif. Toxics Rule	0.41	0.5	EPA 8260B
27	Dichlorobromomethane	75274	Calif. Toxics Rule	0.56	0.5	EPA 8260B
36	Dichloromethane	75092	Calif. Toxics Rule	4.7	2	EPA 8260B
33	Ethylbenzene	100414	Taste & Odor	29	2	EPA 8260B

Table 3B. CTR Constituents to Be Monitored			Controlling Water Quality Criterion for Surface			
CTR #	Constituent	CAS	Basis	Criterion Concentration (ug/L or noted)	Minimum Reporting Level	Suggested Test
88	Hexachlorobenzene	118741	Calif. Toxics Rule	0.00075	1	EPA 8260B
89	Hexachlorobutadiene	87683	National Toxics Rule	0.44	1	EPA 8260B
91	Hexachloroethane	67721	National Toxics Rule	1.9	1	EPA 8260B
94	Naphthalene	91203	USEPA IRIS	14	10	EPA 8260B
38	Tetrachloroethene	127184	National Toxics Rule	0.8	0.5	EPA 8260B
39	Toluene	108883	Taste & Odor	42	2	EPA 8260B
40	trans-1,2-Dichloroethylene	156605	Primary MCL	10	1	EPA 8260B
43	Trichloroethene	79016	National Toxics Rule	2.7	2	EPA 8260B
44	Vinyl chloride	75014	Primary MCL	0.5	0.5	EPA 8260B
<b>SEMI-VOLATILE ORGANICS</b>						
60	1,2-Benzanthracene	56553	Calif. Toxics Rule	0.0044	5	EPA 8270C
85	1,2-Diphenylhydrazine	122667	National Toxics Rule	0.04	1	EPA 8270C
45	2-Chlorophenol	95578	Taste and Odor	0.1	2	EPA 8270C
46	2,4-Dichlorophenol	120832	Taste and Odor	0.3	1	EPA 8270C
47	2,4-Dimethylphenol	105679	Calif. Toxics Rule	540	2	EPA 8270C
49	2,4-Dinitrophenol	51285	National Toxics Rule	70	5	EPA 8270C
82	2,4-Dinitrotoluene	121142	National Toxics Rule	0.11	5	EPA 8270C
55	2,4,6-Trichlorophenol	88062	Taste and Odor	2	10	EPA 8270C
83	2,6-Dinitrotoluene	606202	USEPA IRIS	0.05	5	EPA 8270C
50	2-Nitrophenol	25154557	Aquatic Toxicity	150 (3)	10	EPA 8270C
71	2-Chloronaphthalene	91587	Aquatic Toxicity	1600 (4)	10	EPA 8270C
78	3,3'-Dichlorobenzidine	91941	National Toxics Rule	0.04	5	EPA 8270C
62	3,4-Benzofluoranthene	205992	Calif. Toxics Rule	0.0044	10	EPA 8270C
52	4-Chloro-3-methylphenol	59507	Aquatic Toxicity	30	5	EPA 8270C
48	4,6-Dinitro-2-methylphenol	534521	National Toxics Rule	13.4	10	EPA 8270C
51	4-Nitrophenol	100027	USEPA Health Advisory	60	10	EPA 8270C
69	4-Bromophenyl phenyl ether	101553	Aquatic Toxicity	122	10	EPA 8270C
72	4-Chlorophenyl phenyl ether	7005723	Aquatic Toxicity	122 (2)	5	EPA 8270C
56	Acenaphthene	83329	Taste and Odor	20	1	EPA 8270C
57	Acenaphthylene	208968	No Criteria Available		10	EPA 8270C
58	Anthracene	120127	Calif. Toxics Rule	9,600	10	EPA 8270C
59	Benzidine	92875	National Toxics Rule	0.00012	5	EPA 8270C
61	Benzo(a)pyrene (3,4-Benzopyrene)	50328	Calif. Toxics Rule	0.0044	2	EPA 8270C
63	Benzo(g,h,i)perylene	191242	No Criteria Available		5	EPA 8270C
64	Benzo(k)fluoranthene	207089	Calif. Toxics Rule	0.0044	2	EPA 8270C
65	Bis(2-chloroethoxy) methane	111911	No Criteria Available		5	EPA 8270C
66	Bis(2-chloroethyl) ether	111444	National Toxics Rule	0.031	1	EPA 8270C
67	Bis(2-chloroisopropyl) ether	39638329	Aquatic Toxicity	122 (2)	10	EPA 8270C
68	Bis(2-ethylhexyl) phthalate	117817	National Toxics Rule	1.8	5	EPA 8270C
70	Butyl benzyl phthalate	85687	Aquatic Toxicity	3 (5)	10	EPA 8270C
73	Chrysene	218019	Calif. Toxics Rule	0.0044	5	EPA 8270C
81	Di-n-butylphthalate	84742	Aquatic Toxicity	3 (5)	10	EPA 8270C
84	Di-n-octylphthalate	117840	Aquatic Toxicity	3 (5)	10	EPA 8270C
74	Dibenzo(a,h)-anthracene	53703	Calif. Toxics Rule	0.0044	0.1	EPA 8270C
79	Diethyl phthalate	84662	Aquatic Toxicity	3 (5)	2	EPA 8270C
80	Dimethyl phthalate	131113	Aquatic Toxicity	3 (5)	2	EPA 8270C
86	Fluoranthene	206440	Calif. Toxics Rule	300	10	EPA 8270C

Table 3B. CTR Constituents to Be Monitored			Controlling Water Quality Criterion for Surface			
CTR #	Constituent	CAS	Basis	Criterion Concentration (ug/L or noted)	Minimum Reporting Level	Suggested Test
87	Fluorene	86737	Calif. Toxics Rule	1300	10	EPA 8270C
90	Hexachlorocyclopentadiene	77474	Taste and Odor	1	5	EPA 8270C
92	Indeno(1,2,3-c,d)pyrene	193395	Calif. Toxics Rule	0.0044	0.05	EPA 8270C
93	Isophorone	78591	National Toxics Rule	8.4	1	EPA 8270C
98	N-Nitrosodiphenylamine	86306	National Toxics Rule	5	1	EPA 8270C
96	N-Nitrosodimethylamine	62759	National Toxics Rule	0.00069	5	EPA 8270C
97	N-Nitrosodi-n-propylamine	621647	Calif. Toxics Rule	0.005	5	EPA 8270C
95	Nitrobenzene	98953	National Toxics Rule	17	10	EPA 8270C
53	Pentachlorophenol	87865	Calif. Toxics Rule	0.28	1	EPA 8270C
99	Phenanthrene	85018	No Criteria Available		5	EPA 8270C
54	Phenol	108952	Taste and Odor	5	1	EPA 8270C
100	Pyrene	129000	Calif. Toxics Rule	960	10	EPA 8270C
<b>PESTICIDES - PCBs</b>						
110	4,4'-DDD	72548	Calif. Toxics Rule	0.00083	0.05	EPA 8081A
109	4,4'-DDE	72559	Calif. Toxics Rule	0.00059	0.05	EPA 8081A
108	4,4'-DDT	50293	Calif. Toxics Rule	0.00059	0.01	EPA 8081A
112	alpha-Endosulfan	959988	National Toxics Rule	0.056 (7)	0.02	EPA 8081A
103	alpha-Hexachlorocyclohexane (BHC)	319846	Calif. Toxics Rule	0.0039	0.01	EPA 8081A
102	Aldrin	309002	Calif. Toxics Rule	0.00013	0.005	EPA 8081A
113	beta-Endosulfan	33213659	Calif. Toxics Rule	0.056 (7)	0.01	EPA 8081A
104	beta-Hexachlorocyclohexane	319857	Calif. Toxics Rule	0.014	0.005	EPA 8081A
107	Chlordane	57749	Calif. Toxics Rule	0.00057	0.1	EPA 8081A
106	delta-Hexachlorocyclohexane	319868	No Criteria Available		0.005	EPA 8081A
111	Dieldrin	60571	Calif. Toxics Rule	0.00014	0.01	EPA 8081A
114	Endosulfan sulfate	1031078	Ambient Water Quality	0.056	0.05	EPA 8081A
115	Endrin	72208	Calif. Toxics Rule	0.036	0.01	EPA 8081A
116	Endrin Aldehyde	7421934	Calif. Toxics Rule	0.76	0.01	EPA 8081A
117	Heptachlor	76448	Calif. Toxics Rule	0.00021	0.01	EPA 8081A
118	Heptachlor Epoxide	1024573	Calif. Toxics Rule	0.0001	0.01	EPA 8081A
105	Lindane (gamma-	58899	Calif. Toxics Rule	0.019	0.02	EPA 8081A
119	PCB-1016*	12674112	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
120	PCB-1221*	11104282	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
121	PCB-1232*	11141165	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
122	PCB-1242*	53469219	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
123	PCB-1248*	12672296	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
124	PCB-1254*	11097691	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
125	PCB-1260*	11096825	Calif. Toxics Rule	0.00017 (8)	0.5	EPA 8082
126	Toxaphene*	8001352	Calif. Toxics Rule	0.0002	0.5	EPA8081A
16	2,3,7,8- TCDD (Dioxin)*	1746016	Calif. Toxics Rule	1.3E-08	5.00E-06	EPA 8290 (HRGC) MS

\* Not monitor during startup and first two years of the operations. Then, monitor as identified in Table 3A.

**NOTES:**

- (1) The Criterion Concentrations serve only as a point of reference for the selection of the appropriate analytical method. They do not indicate a regulatory decision that the cited concentration is either necessary or sufficient for full protection of beneficial uses. Available technology may require that effluent limits be set lower than these values.

- (2) For haloethers.
- (3) For nitrophenols.
- (4) For chlorinated naphthalenes.
- (5) For phthalate esters.
- (6) Freshwater aquatic life criteria for metals are expressed as a function of total hardness (mg/L) in the water body. Values displayed correspond to a total hardness of 40 mg/L.
- (7) Criteria for sum of alpha- and beta- forms.
- (8) Criteria for sum of all PCBs.

**FIRST REVISED EXHIBIT C**

**DELIVERABLE SUBMITTAL SCHEDULE**

	<b>Document</b>	<b>Submittal Schedule*</b>
a	Staffing Plan	60 Days prior to the PCT; 30 days prior to any change; annual if no change
b	Operations and Maintenance Manual	30 Days prior to the PCT; revisions within 30 days of change; annual if no change
c	Start-up and Testing Plan	60 Days prior to the PCT
d	Chronic Toxicity Compliance Demonstration Plan	45 Days prior to the PCT
e	Pollution Prevention Plan	45 Days prior to the PCT; 30 days prior to any change; annual if no change
f	Asset Management Program	Within 60 Days following "Commencement of Operations"; revisions within 60 days of change; annual if no change
g	Contingency Plan for Operation under Emergency Conditions	60 Days prior to the PCT; 30 days prior to any change; annual if no change

\* Amendments to the documents for the DPR Demonstration Facility shall be submitted 30 Days prior to PCT for the DPR Demonstration Facility.

## EXHIBIT F

Recording Requested by:  
Santa Clara Valley Water District, a  
California Special District

When recorded, return to:  
Santa Clara Valley Water District  
Office of the District Counsel  
5750 Almaden Expressway  
San José, CA 95118

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### MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (“Memorandum”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the City of San José, a municipal corporation (“**San Jose**”) and City of Santa Clara, a municipal corporation (“**Santa Clara**” and with San Jose, the “**Owners**”) and the Santa Clara Valley Water District, a California Special District (“**Valley Water**”).

1. Option Agreement. The provisions set forth in an Option Agreement for First Amendment to Ground Lease and Property Use Agreement between the parties hereto, dated \_\_\_\_\_, (“**Option Agreement**”) are incorporated by reference into this Memorandum. Under the Option Agreement, the Owners have granted Valley Water an option to amend that certain Ground Lease and Property Use Agreement, dated July 1, 2010, under the terms and conditions set forth in the Option Agreement. The Option Agreement is on file with the City Clerk’s Office of the City of San José.
2. Premises. The Premises that are the subject of the Option Agreement are as more particularly described in Exhibit A attached hereto.
3. The Option Agreement term commenced on \_\_\_\_\_, and shall terminate three years thereafter, subject to early termination in accordance with the Option Agreement.

The purpose of this Memorandum is to give notice of the existence of the Option Agreement, which itself constitutes the agreement between the parties.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the Effective Date.

APPROVED AS TO FORM:

**CITY OF SAN JOSE**

By: \_\_\_\_\_  
Leanne C. Bolaño  
Deputy City Attorney

By: \_\_\_\_\_  
Toni Taber, MMC  
City Clerk

APPROVED AS TO FORM:

**SANTA CLARA VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
E. Ray Ruiz  
Assistant District Counsel

By: \_\_\_\_\_  
Melanie Richardson  
Interim Chief Executive Officer

APPROVED AS TO FORM:

**CITY OF SANTA CLARA**

By: \_\_\_\_\_  
Glen Googins  
City Attorney

By: \_\_\_\_\_