



COUNCIL AGENDA: 9/17/24
FILE: 24-197215
ITEM: 2.7

Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Lori Mitchell

SUBJECT: See Below

DATE: August 26, 2024

Approved

Date:

9/5/24

COUNCIL DISTRICT: Citywide

SUBJECT: Amended and Restated Wholesaler–Retailer Agreement for Supply of Recycled Water Between the City of San José and San Jose Water Company

RECOMMENDATION

Adopt a resolution authorizing the City Manager or her designee to negotiate and execute an amended and restated wholesaler-retailer agreement between the City of San José and San Jose Water Company to increase recycled water supply by up to an additional 5,000 acre-feet-per-year.

SUMMARY AND OUTCOME

Approval of the amended and restated agreement between the City of San José (City) and San Jose Water Company (SJWC) (**Attachment**) will provide recycled water supply assurances of up to an additional 5,000 acre-feet-per-year to SJWC for the expansion of recycled water pipelines in the SJWC service area, offsetting potable water usage. The amended and restated agreement will enable SJWC to conduct planning efforts necessary to construct recycled water infrastructure for the expansion of recycled water.

BACKGROUND

As the administering agency for the San José-Santa Clara Regional Wastewater Facility (RWF), the City serves as the wholesaler for recycled water produced and delivered by the South Bay Water Recycling system and the City has agreements with water retailers in the cities of Santa Clara, Milpitas, and San José (including SJWC) to deliver recycled water to their customer meters. The retailers in turn supply recycled water to their retail

water customers, charging a markup on the wholesale cost of recycled water comparable to what they receive for selling potable water. However, unlike the retailers' potable systems, the City owns all recycled water distribution pipelines, is responsible for maintaining them, and pays for all pipeline extensions, except for those funded by developers. Furthermore, the recycled water system was initially built by the RWF to reduce effluent discharge to San Francisco Bay, and since this objective has been largely achieved through the existing infrastructure, further system expansion has been limited to extensions justified by projected water revenues and developer-funded or grant-funded projects.

In 2008, SJWC proposed to begin funding recycled water pipeline extensions in its service area as a means of ensuring a more reliable local water supply. SJWC proposal was facilitated by a change in the policy of the California Public Utilities Commission which regulates the rates charged by SJWC and other investor-owned utilities. SJWC developed a Recycled Water Master Plan that evaluated different pipeline alignments' ability to deliver recycled water to its customers, primarily for landscape irrigation purposes. Customers identified included schools, parks, and commercial, industrial, and multi-family common areas. SJWC constructed these alignments and connected customers.

In 2010, the City and SJWC executed the first amendment to the agreement that permitted SJWC to further build, own, operate, and maintain recycled water pipelines in its service area.

In 2011, the City and SJWC executed the second amendment to the agreement that expanded SJWC's capacity to further build, own, operate, and maintain additional recycled water pipelines in its service area.

The proposed amended and restated agreement between the City and SJWC will provide SJWC with water supply assurances to conduct planning efforts, including environmental clearances, to further build, own, operate, and maintain recycled water pipelines in its service area.

ANALYSIS

SJWC is seeking expanded recycled water supply capacity assurances in the additional amount of 5,000 acre-feet-per-year in this amended and restated agreement. Additional use of recycled water in the City will result in an offset of potable water usage and enable the City to further diversify its water supply portfolio to face the uncertainties of a changing climate. Pipeline locations will be coordinated with City staff to receive input regarding identifying community needs. The proposed amended and restated agreement with SJWC enables SJWC to begin the planning, design, and construction process for additional recycled water pipeline extensions. The approval of the amended

and restated agreement increases the total recycled water capacity allotted to SJWC to allow for the planning, design, and construction of new pipelines. Construction of the infrastructure is anticipated to be completed within five years and additional recycled water revenue will be collected then. The expansion of recycled water will offset the use of potable water and diversify the City's water supply portfolio.

Per the recommended amended and restated agreement, SJWC will be fully responsible for all pipeline construction, including customer-related retrofit costs, engineering, environmental clearance, and state and local permitting. South Bay Water Recycling will be responsible for the ongoing administrative costs associated with regulatory compliance, permitting, and reporting. The increased revenue to the City from SJWC from the wholesale recycled water sales from the proposed recycled water expansion will offset any increase in the City's ongoing administrative costs necessary to meet the City's obligation under this amended and restated agreement.

Racial Equity Impact Analysis

In evaluating potential expansion, the retailer will solicit input from the City regarding the prioritization of potential investments in disadvantaged communities and historically marginalized areas of San José, including schools, parks, and community centers.

Climate Smart San José Analysis

Recycled water currently makes up approximately 5% of the City's water supply. By 2030, Climate Smart San José sets the goal for recycled water at 14% of the City's water supply. This agreement aligns with Climate Smart San José water use milestones to increase the percentage of demand met by water recycling.

EVALUATION AND FOLLOW-UP

The City will continue to be responsible for billing SJWC for the use of recycled water. South Bay Water Recycling staff will continue collaborating with SJWC in planning, designing, and constructing new facilities. Staff will also measure the increase in revenues due to the addition of customers to the proposed pipelines.

No additional follow-up actions with the City Council are expected at this time.

COST SUMMARY/IMPLICATIONS

The increased wholesale recycled water sales revenue for an additional 5,000 acre-feet-per-year is expected to be approximately \$10.6 million annually in the South Bay Recycled Water Operating Fund. The increased wholesale recycled water sales revenue to the City from the proposed recycled water expansion will offset any increase in the City's ongoing operational and administrative costs necessary for the delivery of

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additional recycled water. The additional revenue is anticipated in 2029-2030 due to the lead time required for the construction of additional delivery infrastructure by SJWC.

COORDINATION

This project and memorandum have been coordinated with the City Attorney's Office and the City Manager's Budget Office.

PUBLIC OUTREACH

This memorandum will be posted on the City's Council Agenda website for the September 17, 2024 City Council meeting.

COMMISSION RECOMMENDATION AND INPUT

This item is scheduled to be heard at the September 12, 2024 Treatment Plant Advisory Committee meeting. A supplemental memorandum with the committee's recommendation will be included on the amended September 17, 2024 City Council meeting agenda.

CEQA

Not a Project, File No. PP17-003, Agreements/Contracts (New or Amended) resulting in no physical changes to the environment.

PUBLIC SUBSIDY REPORTING

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.

/s/

Lori Mitchell

Acting Director, Environmental Services

The principal author of this memorandum is Jeff Provenzano, Assistant Director, Environmental Services. For questions, please contact Jeffrey.Provenzano@sanjoseca.gov or (408) 277-3288.

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ATTACHMENT - Amended and Restated Wholesaler – Retailer Agreement for Supply of
Recycled Water Between City Of San José And San Jose Water Company

**AMENDED AND RESTATED WHOLESALER – RETAILER AGREEMENT
FOR SUPPLY OF RECYCLED WATER
BETWEEN
THE CITY OF SAN JOSE
AND
SAN JOSE WATER COMPANY**

This Amended and Restated Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, between the City of San José, a municipal corporation, (hereinafter referred to as “Wholesaler”) and the San Jose Water Company, a California corporation, (hereinafter referred to as “Retailer”). Wholesaler and Retailer may be referred to herein individually as a “Party” or collectively as the “Parties” or “Parties to this Agreement”.

RECITALS

WHEREAS, Wholesaler is party to an agreement entitled “Agreement Between San Jose and Santa Clara Respecting Sewage Treatment Plant”, dated May 6, 1959, and subsequently amended, (“1959 Agreement”) concerning a jointly owned Publicly Owned Treatment Works formerly known as the San José/Santa Clara Water Pollution Control Plant (“WPCP”), now called the San José-Santa Clara Regional Wastewater Facility (“RWF”); and

WHEREAS, Wholesaler has certain authority as the Administering Agency under the 1959 Agreement and as such is entitled to exercise all powers common both to the City of San José and the City of Santa Clara with respect to the RWF; and

WHEREAS, the RWF regulatory permit requires development of a nonpotable water recycling program; and

WHEREAS, the RWF is permitted by the State of California San Francisco Bay Regional Water Quality Control Board to distribute and use treated effluent as recycled water; and

WHEREAS, Wholesaler is supporting the development and construction of a regional recycled water distribution system, with a design capacity of approximately 21.1 million gallons per day (MGD), for the area shown on Exhibit A which is attached hereto and incorporated by reference herein; and

WHEREAS, Retailer is a public utility subject to the jurisdiction of the California Public Utilities Commission (“Commission”), and duly authorized to serve recycled water in accordance with Title 22 of the California Administrative Code and the California Department of Health Services; and

WHEREAS, Retailer is a private corporation organized and existing pursuant to the laws of the State of California. Retailer purveys water for residential, industrial, commercial, public agency, agricultural and other uses, within Retailer's service area on file with the Commission; and

WHEREAS, the Parties have differing interpretations concerning how State law, including but not limited to Public Utilities Code Section 1501 et seq. ("Service Duplication Law"), affect the rights and obligations of the Parties with respect to distribution of nonpotable recycled water by Wholesaler within Retailer's filed service area boundaries; and

WHEREAS, Wholesaler will determine, fund (subject to appropriation), and provide for construction of the most cost effective extensions of a recycled water distribution system to allow retailers and customers within the area shown on Exhibit A to plan for extensions and promote increased delivery of recycled water in accordance with the diversion needs of the RWF; and

WHEREAS, Recycled water to be delivered by the Wholesaler will be an interruptible supply suitable for "non-potable unrestricted use," in accordance with Title 22 of the California Administrative Code and the California Department of Health Services; and

WHEREAS, Retailer wishes to acquire recycled water produced by the RWF to sell to retail customers located within the portion of Retailer's filed service area which is located within the area shown on Exhibit A; and

WHEREAS, on July 8, 1997, Wholesaler and Retailer entered into an agreement entitled "Wholesaler - Retailer Agreement for Supply of Recycled Water Between City of San Jose and San Jose Water Company" ("Original Agreement"); and

WHEREAS, in June 2010, Wholesaler and Retailer entered into a First Amendment to the Original Agreement to permit Retailer to connect approximately 16 miles of recycled water pipeline as designated on Exhibit C attached hereto and incorporated by reference herein, to be built, owned, operated and maintained by Retailer in north and central San José, to the South Bay Water Recycling ("SBWR") system; to permit Retailer to own, operate maintain and connect such other recycled water pipeline within Retailer's certificated service area as may be approved by Wholesaler and Retailer in the future; and to allocate additional responsibility and liability to Retailer related to recycled water operations within Retailer's certificated service area; and

WHEREAS, on March 29, 2012, Wholesaler and Retailer entered into a Second Amendment to the Original Agreement to connect additional recycled water pipeline as designated on Exhibit E attached hereto and incorporated by reference herein, to be built, owned, operated and maintained by Retailer in north and central San José, to the SBWR system; to permit Retailer to own, operate, maintain, and connect such other recycled water pipeline within Retailer's certificated service area as may be approved by Wholesaler and Retailer in the future; and to allocate additional responsibility and

liability to Retailer related to recycled water operations within Retailer's certified service area; and

WHEREAS, Wholesaler and Retailer desire to amend and restate the Original Agreement, as amended by the First Amendment and Second Amendment, in its entirety to increase the recycled water allocated to Retailer for up to an additional 5,000 AFY that may be required for proposed expansion recycled water distribution system to be constructed by Retailer, and subject to environmental review; and

WHEREAS, the Director of Planning, Building and Code Enforcement issued Mitigated Negative Declaration No. PP10-89 covering the changes to the Original Agreement covered by the First Amendment, and finding that the construction, operation and maintenance of the pipeline designated on Exhibit C, attached hereto and incorporated by reference, will not have a significant effect on the environment because Retailer has made or agreed to make project revisions that clearly mitigate the effects to a less than significant level; and

WHEREAS, the Director of Planning, Building and Code Enforcement issued Mitigated Negative Declaration No. PP11-041 covering the changes to the Original Agreement covered by the Second Amendment, finding that the construction, operation and maintenance of the pipelines designated on Exhibit E, attached hereto and incorporated by reference, will not have a significant effect on the environment because Retailer has made or agreed to make project revisions that clearly mitigate the effects to a less than significant level;

NOW, THEREFORE, the Parties agree to amend and restate the Original Agreement, as amended by the First Amendment and Second Amendment, in its entirety as follows:

AGREEMENT PROVISIONS

For and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE A. INTRODUCTORY PROVISIONS

1. Definitions

When used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- (a) "Fiscal Year" shall mean each 12-month period during the term of this Agreement commencing July 1 of one year and terminating June 30 of the next succeeding year, both dates inclusive.
- (b) "Each Retailer", or "Other Retailer", shall mean any entity, public or private, contracting with Wholesaler for a supply of recycled water.

- (c) "Point-of-Connection" shall mean the recycled water customer retail meter.
- (d) "Customer Service Rules" means the set of rules, procedures and regulations promulgated by Wholesaler and adopted by Retailer for the receipt and use of recycled water by customers.
- (e) "Turnout-Connection" shall mean the Wholesaler approved point of delivery to the Retailer.
- (f) "Event of Default" (severally "Event of Default" and collectively "Events of Default") shall mean:
 - (i) Failure to perform any material term, covenant, or condition of this Agreement, including failure to pay when due, any charges requiring the payment of money under the terms of this Agreement and the Party so failing to perform has further failed to cure the same within 30 days after written notice from the other Party; provided, however, that if the nature of the default is such that more than 30 days are reasonably required for its cure, then the failure to cure shall not be deemed to be in default if the defaulting Party commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion and to the satisfaction of the other Party; or
 - (ii) Any representation or warranty made by a Party hereunder shall have been false or misleading in any material respect as of the date on which such representation or warranty was made; or
 - (iii) A Party shall have made a general assignment of substantially all its assets for the benefit of its creditors; or
 - (iv) A Party shall have assigned or otherwise transferred its interest in this Agreement in violation of the provisions contained in this Agreement whether voluntarily or by operation of law; or
 - (v) A court shall have made or entered any decree or order: (i) adjudging a Party to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of a Party or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof; (iii) appointing a receiver, trustee or assignee of a Party in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of a Party and such decree or order shall have continued for a period of sixty (60) days; or (v) a Party shall

have voluntarily submitted to or filed a petition seeking any such decree or order.

- (vi) The sequestration or attachment of or execution or other levy on a material share of a Party's interest in this Agreement or in material portion of facilities owned, operated or maintained by a Party pursuant to this Agreement shall have occurred and the Party subject to such sequestration or attachment shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such levy, whichever first occurs; or
- (vii) The failure to maintain any certificate, permit, franchise, approval, authorization or power necessary for a Party to lawfully conduct the operations contemplated by this Agreement; or
- (viii) Failure by a Party to utilize, for period in excess of ninety (90) days, a material portion of the facilities to be owned, operated or maintained by that Party pursuant to this Agreement for the provision of recycled water service

2. Term

This Agreement shall commence on the Effective Date. However, no recycled water shall be provided hereunder until the later of:

- (a) The effective date of Retailer's service agreement, if such service agreement is required, with its first retail customer for recycled water; or
- (b) The effective date of the Commission's approval of the Retailer's water service agreements with its first recycled water customer, if such approval is required; or
- (c) The effective date of a tariff schedule authorizing rates, charges, and conditions for Retailer to provide recycled water service to its retail customers (if required by the Commission in lieu of or in addition to the Retailer's water service agreements with the retail customers).

3. Termination

- (a) This Agreement shall be effective for an initial term of five (5) years and shall thereafter be automatically renewed for additional terms of five (5) years each, unless either Party has given written notice of intent to terminate the Agreement to the other Party at least ninety (90) days prior to renewal of the term.

- (b) In addition to all other rights and remedies provided by law, equity or otherwise under this Agreement, to which a non-defaulting Party may resort cumulatively, or in the alternative, upon an “Event of Default”, the non-defaulting Party shall have the right to terminate this Agreement upon the provision of written notice of default, and the lapse of 30 days without cure, in which event this Agreement shall terminate immediately thereafter. Any termination under this paragraph shall not relieve a Party from the obligations to pay any sums then due and payable to, or from any claim for damages or liability previously accrued or then accruing against, the defaulting Party. In no event shall any one or more of the following actions by a non-defaulting Party constitute a termination of this Agreement, in the absence of a written election by the non-defaulting Party to terminate this Agreement:
 - (i) Appointment of a receiver or keeper in order to protect the non-defaulting Party’s interest hereunder; or
 - (ii) Any other action by the non-defaulting Party or its agents intended to mitigate the adverse effects of any breach of this Agreement by the defaulting Party, including, without limitation, action to maintain and preserve the facilities owned, operated or maintained by a Party pursuant to this Agreement.
- (c) This Agreement shall not terminate following an Event of Default unless the non-defaulting Party gives written notice of its election to terminate this Agreement to the defaulting Party in accordance with the terms of this Agreement.

4. Effect of Expiration or Termination on Rights and Obligations of the Parties

- (a) Nothing contained in this Agreement shall be construed to constitute a waiver or release by either Party of any claim, demand, cause of action, defense or immunity that it may have with respect to distribution of non-potable recycled water by Wholesaler within Retailer’s filed service, after the expiration or of termination of this Agreement.
- (b) Upon expiration or termination of this Agreement, each Party shall be responsible for the recycled water facilities to which it holds title pursuant to the terms and conditions of this Agreement.
- (c) Expiration or termination of this Agreement for cause pursuant to Article A, Section 3 (b), shall not affect any remedies provided by law, equity or otherwise to the non-defaulting Party.

ARTICLE B. RECYCLED WATER SERVICE PROVISIONS

1. Recycled Water Delivery Limitations

- (a) Retailer understands and acknowledges that Wholesaler is charged with the responsibility to operate its sewerage systems in a manner which it determines to be most beneficial to the users thereof. The rights of Retailer to recycled water under this Agreement pertain only to the recycled water which actually is produced by Wholesaler. Nothing contained herein shall be construed to qualify in any manner Wholesalers right to operate the RWF at such level as it determines, in its absolute discretion to be appropriate, or to discontinue the operation of the RWF. No such determination which would permanently reduce the availability of recycled water to Retailer shall be made unless the Wholesaler has given Retailer at least sixty (60) days advance written notice of such proposed determination and has offered Retailer an opportunity to meet and confer on the issue. Any right of Retailer to recycled water pursuant to this Agreement shall be subordinate to the rights and responsibilities of Wholesaler as set forth in this Section 1 (a) of Article B.
- (b) Nothing herein shall be construed to commit any portion of the recycled water from the RWF beyond that which will be delivered by Retailer to its customers for reasonable beneficial uses.
- (c) Wholesaler intends to make available only that recycled water from the RWF in quantities which will not in aggregate exceed those which will be produced at the RWF. However, any circumstances beyond the Wholesaler's control which cause a reduction in the flow available from the RWF may, at the discretion of the Wholesaler, result in a temporary or permanent decrease in recycled water available to Retailer under this Agreement in such amounts as the Wholesaler determines are necessary. Wholesaler shall notify Retailer at least seventy-two (72) hours in advance of any planned reduction in flow and as soon as feasible in the event of any unplanned flow reduction. Wholesaler's notice of flow reduction shall include a target flow reduction allocation to Retailer that is based on Retailer's actual usage of recycled water produced by the RWF in proportion to actual usage among all Retailers served with recycled water produced by the RWF, subject to the preexisting rights of others, if any, which preclude such an allocation. Promptly upon receipt of notice of flow reduction, Retailer shall implement measures to encourage flow reductions from its customers as necessary to meet Retailer's flow reduction target. The reduced availability will continue in effect until such time as the RWF and recycled water transmission and distribution system have been restored to normal capacity.

2. Recycled Water Delivery Schedule

- (a) Subject to the provisions hereafter set forth, Wholesaler agrees to make available each fiscal year (July 1 through June 30) during the term hereof to Retailer, recycled water produced at the RWF. The Retailer shall not be required to accept a minimum amount of recycled water over any period of time.
- (b) For Wholesaler operating and planning purposes, Retailer will cooperate to provide Wholesaler with Retailer's estimated monthly delivery demand for recycled water for the ensuing year and such other information reasonably as Retailer may have available to assist Wholesaler in determining projected annual deliveries for the next ensuing 5 years. Information provided by Retailer concerning estimated demand shall not constitute a commitment by Retailer to accept any amount of recycled water.
- (c) The non-binding, target recycled water delivery schedule for fiscal years 1998-99 through 2001-02 is set forth in Exhibit B, attached hereto and by this reference made a part hereof. This contract is not to be construed as an agreement by Retailer to participate in any way in a Phase II program.

3. Metering and Measurement of Flows

- (a) Retailer agrees to install customer meters meeting local and state requirements at no expense to the Wholesaler for the purpose of measuring the quantity of recycled water delivered and utilized by the retail customers pursuant to this Agreement.
- (b) Retailer or Wholesaler will work with customers on sizing of service lines that are to be connected to facilities owned by Wholesaler pursuant to the terms of this Agreement. Retailer will work with customers on sizing of service lines that are to be connected to facilities owned by Retailer pursuant to the terms of this Agreement.
- (c) Wholesaler agrees to use reasonable efforts to provide minimum daily operating water pressure of 40 psi at each point of connection.
- (d) Retailer agrees to inform the Wholesaler, in writing, of the total quantity of recycled water provided each quarter to each individual service connection where Retailer provides the recycled water.
- (e) Retailer agrees to permit Wholesaler access to meters and records which measure and register recycled water flow for purposes of verifying the quantity of recycled water delivered.

- (f) Wholesaler may measure all recycled water delivered to Retailer. This wholesale delivery (master) metering will be in addition to any retail (customer) metering conducted by the Retailer. Retailer customer metering shall govern quarterly billing and measure all recycled water delivered to Retailer and shall also be used for reporting recycled water usage to regulatory agencies, except that where master metering is in place at Turnout-Connections on facilities to which title is held by Retailer pursuant to the terms of this Agreement, the master meter shall be used to bill Retailer for any discrepancies between the master meter and the cumulative total of all meters served through such Turnout-Connection. Billing for such discrepancies shall be at Wholesaler's irrigation water rate. Retailer may, at its sole cost and expense, test Wholesaler's master meters upon reasonable notice to Wholesaler.
- (g) Retailer agrees to issue a temporary recycled water meter for construction purposes to an SBWR authorized contractor for use at a recycled water access point ("RWAP") within Retailer's service area. The billing rate for recycled water measured by the temporary recycled water meter will be set at the Retailer's recycled water industrial rate. The RWAPs are the sole responsibility of the Wholesaler including, but not limited to design, construction, permitting, reporting, and maintenance of the facility.

4. Recycled Water Quality

- (a) Wholesaler agrees that all recycled water to be delivered by it to Retailer pursuant to the terms of this Agreement will be of such quality that the same may be used for all purposes allowed for disinfected tertiary recycled water. Wholesaler agrees that the recycled water to be delivered to Retailer pursuant to this Agreement shall conform to the quality requirements set forth in the then current disinfected tertiary recycled water quality and monitoring regulations specified in Title 22, Division 4, Chapter 3: Wastewater Reclamation Criteria (California Code of Regulations), as further regulated by the California Regional Water Quality Control Board - San Francisco Bay Region, the California Department of Health Services and all other federal, state and local agencies having jurisdiction over recycled water quality, and as such are subsequently amended from time to time.
- (b) During the term of this Agreement, Wholesaler shall pay all costs imposed by any and all governmental agencies having jurisdiction over the quality or use of recycled water for the issuance of any permits, licenses or approvals required for the production, treatment, or wholesale distribution of Wholesaler's recycled water. Wholesaler further shall be responsible for paying any charges, fees, surcharges, assessments or other sums, if any, imposed upon the production, or wholesale distribution of Wholesaler's recycled water by the Santa Clara Valley Water District.

- (c) Both Parties recognize that factors beyond the control of Wholesaler could cause operational difficulties at the RWF resulting in the temporary production of recycled water which does not meet the current requirements for disinfected tertiary recycled water established by the RWQCB, Title 22 or Title 17 of the California Administrative Code and the California Department of Health Services or other regulatory agencies for the Retailer's customers intended uses. In such cases, the Wholesaler shall temporarily suspend Retailer's right to recycled water from Wholesaler's facilities. Wholesaler shall use its best efforts to reestablish the production of recycled water of a suitable quality as soon as reasonably possible and shall re-establish Retailer's supply of such water accordingly.
- (d) Wholesaler shall immediately notify Retailer if recycled water from the RWF does not meet, or has not met, for any period of time, the current applicable regulatory requirements, or if deliveries of recycled water will be suspended. Such notice shall be given verbally to Retailer, telephone (408-279-7807) between 8:00 a.m. - 4:30 p.m. weekdays, or the Retailer's Emergency Operator, telephone (408-279-7900) after hours, weekends, and holidays, with a follow-up written confirmation by personal delivery or electronic mail (customer.service@sjwater.com) on the same day verbal notice is given, or on the next business day if verbal notice is not given during business hours. Retailer may change the above telephone numbers for provision of verbal notice and above electronic mail address for confirmation by providing written notice of such change to Wholesaler.

5. Recycled Water Limitation of Use

- (a) Recycled water delivered from the RWF pursuant to terms hereof has limited uses, and Retailer agrees to provide the recycled water it receives hereunder only to retail customers for Customer uses or purposes that Wholesaler has previously approved in writing as legally permissible under the laws of the state and the directives of the all appropriate regulatory agencies.
- (b) Wholesaler shall promulgate and enforce rules and regulations governing the use of recycled water resold by Retailer to Customers (herein known as Customer Service Rules, or "CSR"). Wholesaler shall pay all costs incurred in the drafting and preparation of the CSR. Wholesaler shall obtain all requisite certifications and approvals from all federal, state and local agencies having jurisdiction of the production, quality and use of recycled water, including, but not limited to, the California Regional Water Quality Control Board, San Francisco Bay Region and the State of California Department of Public Health, that such CSRs comply with the regulations, requirements and orders of such regulatory agencies.

Wholesaler shall transmit to Retailer such approved CSR for adoption by Retailer. Retailer shall, within ninety (90) days after receipt thereof, incorporate the CSR into Retailer's promulgated rules and regulations governing the distribution, delivery and sale of water within the service boundaries of Retailer. Promptly upon adoption, Retailer shall transmit to Wholesaler Retailer's adopted CSR. Should Wholesaler choose to make reasonable amendments or modifications to the CSR not contrary to this Agreement, or be required by any governmental agency exercising jurisdiction of the distribution, sale or use of the recycled water to modify or amend the CSR, Wholesaler shall promptly furnish such modifications or amendments to Retailer; and Retailer shall, after being provided a ninety (90) day period in which to review, comment upon, and/or meet and confer with Wholesaler regarding proposed modifications or amendments, incorporate such modifications or amendments into Retailer's adopted rules and regulations.

- (c) Retailer shall include, in its promulgated rules and regulations, a requirement that any new or future customer of recycled water, permit representatives of Wholesaler and Retailer to enter the premises of the Customer at all reasonable times for the purpose of monitoring, inspecting, analyzing and observing the Customer's on-site water facilities and the utilization practices of the customer of recycled water.
- (d) Retailer shall notify Wholesaler of any material misuse of recycled water by a customer, and shall coordinate with Wholesaler on enforcement of the CSRs. Nothing contained herein shall be construed to make Retailer liable for any customer misuse or improper application of recycled water.

6. Permits

- (a) This Agreement is conditioned on obtaining the necessary permits relating to the use of recycled water and the development and construction of a regional recycled water distribution system. Each of the Parties undertakes and agrees, severally and jointly as appropriate, to file any and all applications and undertake such proceedings as may be necessary to enable each Party to carry out the undertakings contemplated herein, and to pursue each application and proceedings in good faith and due diligence. Wholesaler will act as lead agency in obtaining, complying with, and maintaining any permits required for the regional distribution system. However, both Wholesaler and Retailer are responsible, where applicable, to comply with the regulations set forth in these permits. Unless otherwise agreed by the Parties, Wholesaler shall be responsible for all initial permits and inspections for Customers' on-site facilities.
- (b) Retailer agrees and hereby acknowledges that it shall comply with the provisions of San José Municipal Code Chapter 15.50 ("Encroachment

Permit Ordinance") and any successor ordinance hereafter in effect governing encroachment within public right of way, including, without limitation, those provisions relating to the: (i) relocation of Retailer's improvements (San José Municipal Code Sections 15.50.600 A.4. and 15.50.630 A.2); and (ii) the restoration of the site(s) where Retailer's improvements are located (San José Municipal Code Section 15.50.630).

- (c) Retailer agrees to pay the amounts set forth on Exhibit F, attached hereto and incorporated by reference herein, for the right to connect the alignments depicted in Exhibit E to the SBWR system. Such amount shall be paid at the time of submission of application to the City of San José for an encroachment permit for each alignment. The amount shall be used by the Wholesaler for the construction and reconstruction of the SBWR System and for acquisition of land for such System, including the repayment of principal and interest on any bonds issued, loans or advances received and any engineering, direct, indirect and administrative costs incurred for such construction and reconstruction of the SBWR System and acquisition of land. Payment shall be made as follows:

No additional amounts shall be payable by Retailer for the right to maintain the connection of the alignments depicted in Exhibit E to the SBWR system, providing that service to all connections served by the pipelines designated on Exhibit E shall not exceed 1297 AFY of average daily demand annually, with a maximum peak day demand of 5,025 GPM.

ARTICLE C. RECYCLED WATER FACILITIES

1. Delivery of Recycled Water and Construction and Ownership of Treatment, Transmission and Distribution Facilities

- (a) Delivery of Recycled Water
 - (i) Recycled water will be delivered to Retailer by Wholesaler through treatment, transmission and distribution facilities constructed in part within the portion of Retailer's filed service area which is located within the areas shown on Exhibit A (attached to the Original Agreement).
 - (ii) Recycled water will be delivered to Retailer by Wholesaler only through (1) Wholesaler's constructed treatment, transmission and distribution facilities and (2) the Turnout - Connections on the distribution and transmission facilities shown on Exhibit C attached to the First Amendment and incorporated by reference herein and Exhibit E, which are to be constructed by Retailer at no cost or expense to Wholesaler.

(b) Construction of Recycled Water Facilities

- (i) Wholesaler shall notify Retailer of any planned project for construction of recycled water treatment and distribution facilities known by Wholesaler within Retailer's certificated service area including, but not limited to, planned developer installed facilities. Retailer shall be given an opportunity to meet and confer upon any such projects with Wholesaler and the developer, if any, prior to Wholesaler's approval of any such project, including any plans for Wholesaler funding or financing assistance to such projects.
- (ii) All connections to Retailer owned facilities must be reviewed and approved in writing by Retailer and Wholesaler prior to construction, based on the capacity of their respective facilities to serve the customer. Wholesaler and Retailer agree that a looped regional recycled water system improves reliability and provides redundancy. Subject to Retailer's capacity review as set forth above, Wholesaler may construct, or cause to be constructed, extension and interties between Retailer owned facilities.
- (iii) Each Party agrees and warrants that it will not allow or cause to occur, cross connections between the recycled water facilities that it owns, pursuant to the terms of this Agreement, and the potable system of Retailer during the construction, extension or modification of transmission, distribution or customer recycled water pipelines or facilities within Retailer's service area. Each Party shall provide for separate marking of the non-potable recycled water system in accordance with industry standards and regulations in existence as of the date of this Agreement.
- (iv) Retailer shall keep as-built drawings of all Retailer constructed facilities. Wholesaler shall have access to such as-built drawings on reasonable notice to Retailer.
- (v) Retailer may construct the necessary infrastructure to increase recycled water usage by approximately 5,000 AFY for new customers within ten (10) years of executing this Agreement in conformance with the San Jose Water Recycled Water Master Plan, attached as Exhibit G.
- (vi) All infrastructure constructed by Retailer including recycled water pipelines. Retailer agrees to collaborate with Wholesaler on reservoir options, when needed.

- (vii) Retailer will submit proposed recycled water alignments including new connections to the distribution and transmission facilities for review and approval by City prior to environmental review.
 - (viii) In evaluating potential expansion, Retailer will solicit input from the City regarding prioritizing potential investments in disadvantaged communities and historically marginalized areas of San José, including schools, parks, and community centers.
- (c) Ownership of Recycled Water Facilities
- (i) Wholesaler shall own all recycled water treatment and distribution facilities under construction on or before August 1, 2010 within Retailer's filed service area as shown on Exhibit A;
 - (ii) Wholesaler shall own all recycled water treatment and distribution facilities within Retailer's filed service area as shown on Exhibit A where construction started after August 1, 2010 if funding is provided in whole or in part by Wholesaler;
 - (iii) Wholesaler shall have the option of owning recycled water facilities located within Retailer's filed service area as shown on Exhibit A where construction started after August 1, 2010 if all of the following conditions are met: (1) such facilities are connected to Wholesaler owned facilities described in (c)(i) and (ii) above, (2) funding for construction is provided in whole or in part by a third party or parties and the financing mechanism used to fund the construction of such facilities precludes ownership by Retailer, and (3) Wholesaler has provided written notice to Retailer of its election to own such facilities within ninety (90) days after Wholesaler approval of the facilities for construction.
 - (iv) Retailer shall own the facilities as shown on Exhibit C attached to the First Amendment and incorporated by reference herein and Exhibit E, up to and including the Turnout-Connections, unless the Turnout-Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall have the option to own all other treatment, transmission and distribution facilities within Retailer's filed service area as shown on Exhibit A attached to the First Amendment and incorporated by reference herein which have been approved for construction by Wholesaler, other than those described in subsections (i) (ii) and (iii) above of this section (c), up to and including the Turnout-Connections, unless the Turnout-Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by

Wholesaler. Retailer shall be deemed to have elected to own such facilities unless Retailer has provided written notice to Wholesaler of its election not to own such facilities within one hundred eighty (180) days after Wholesaler approval of the facilities for construction.

- (v) Nothing contained in this Agreement shall be construed as a grant to Retailer of any property interest, franchise permit or right of use in or to the City of San José's rights of way, streets or real property for recycled water facilities. Retailer's use of City of San José's rights of way, streets and real property for recycled water facilities, pursuant to this Agreement, shall be expressly subject to all such laws, rules and regulations, including but not limited to, City of San José's ordinances, as may now or hereinafter be applicable thereto.

2. Customer Connections

- (a) Retailer shall purchase and install all Customer meters within Retailer's service area. Nothing contained in this Agreement shall be construed to obligate either Party to provide funding for customer service taps, service lines from distribution facilities to customer meters (point-of-connection), or any other facilities on customer's side of the meter.
- (b) Prior to the commencement of deliveries of recycled water to a particular customer point-of-connection, each Party shall, at no cost or expense to the other Party, ensure that backflow prevention devices and such other devices and equipment as may be required by the RWQCB, Title 22 of the California Administrative Code, the California Department of Public Health or other regulatory agencies for the protection of the potable water supply, are installed on customer's premises connected to the recycled water facilities owned by that Party pursuant to the terms of this Agreement.
- (c) Wholesaler or Retailer may make funds available for the design and construction of necessary customer retrofits to convert Retailer's customers' on-site facilities for the use of recycled water. Customers will also have the option of funding their own design and construction of the necessary retrofits. Any recycled water customer receiving a loan from the Wholesaler for the retrofit of its recycled water system will be billed by the Wholesaler. Retailer shall have no obligations with respect to payment collection from customers receiving loans from Wholesaler.

3. Operation and Maintenance of Wholesaler and Retailer Facilities

- (a) Except as may be provided in other written agreements between the Parties: (i) Wholesaler shall operate and maintain at no cost to Retailer, all treatment transmission and distribution facilities owned by Wholesaler,

under this Agreement up to the customer points of connection; and (ii) Retailer shall operate and maintain at no cost to Wholesaler, all distribution and other facilities owned by Retailer, under this Agreement up to the customer points of connection.

- (b) Retailer agrees to own, operate and maintain at no cost to Wholesaler, its water meters required to receive at the point of connection the recycled water for delivery to Retailer's retail customers.
- (c) Each Party recognizes the special quality considerations relating to recycled water and each Party shall perform its maintenance, repair and replacement responsibilities in a prompt, timely and efficient manner and in accordance with industry standards for customer service, skill and workmanship. Each Party retains the right, upon at least ten (10) days written notice to the other Party and the provision of performance and payment bonds in amounts equal to the cost of the work to be performed, to make repairs to recycled water facilities of the other Party if repairs are not made by the responsible Party in a timely and efficient manner. The Party making such repairs on behalf of the Party responsible for the repairs shall be reimbursed for the cost of making such repair. Reimbursement costs shall include the actual labor, material and equipment cost, and actual overhead costs. Upon receipt of written notice of repair costs, the Party responsible for such costs agrees to promptly reimburse the Party that incurred the repair costs incurred, plus an additional amount equal to ten percent (10%) thereof for administrative overhead. The demand for payment by either Party shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by Party making the repair on behalf of the Party responsible for the repair.
- (d) Each Party shall be responsible for compliance with all discharge limits and reporting requirements for recycled water as established by any federal, state or local agency, including, but not limited to, the State Regional Water Quality Control Board, for any and all planned and unplanned discharges of recycled water from facilities owned by such Party, including, but not limited to, water main flushing, water main breaks, water storage reservoir overflows or dewatering for system maintenance work. The Parties shall be responsible to operate and maintain their respective facilities so that recycled water operations do not create nor cause nuisance conditions that degrade the quality or designated beneficial uses of any receiving land, waterway or waters.

4. Monitoring

Retailer shall be responsible for providing customer self-monitoring reports to Wholesaler in Retailer's filed service area, in conformance with the requirements

applicable to a “recycled water agency” under Title 22 of the California Administrative Code and the California Department of Public Health. Wholesaler agrees to accept responsibility for conformance to all other monitoring, reporting, and any other requirements assigned to the “recycled water agency” as defined in Title 22 of the California Administrative Code and the California Department of Health Services.

5. Reporting

Retailer agrees to provide Wholesaler the following reporting information and services:

- (a) Quarterly billing information, including the amount of recycled water used by each customer during the billing cycle, to be provided within thirty (30) days of the close of each fiscal quarter, to the extent allowed by Commission regulations.
- (b) At least one (1) business day notification prior to customer startups and disconnections.
- (c) Customer self-monitoring reports required by the State of California San Francisco Bay Regional Water Quality Control Board.

ARTICLE D. PAYMENT PROVISIONS

1. Recycled Water Pricing Policy

The wholesale rates for recycled water shall provide an economic incentive for use of recycled water by customers. Retail rates shall also provide an incentive for use of recycled water, subject to approval by the Commission.

2. Recycled Water Rate Review

Wholesaler shall charge for the delivery of recycled water in accordance with the rate schedule for recycled water service, as such rate schedule is established by the Wholesaler and approved by the Treatment Plant Advisory Committee and approved by the City of San José Council. Wholesaler may review and establish said rate schedule from time to time. Retailer shall be given an opportunity to meet and confer upon the pricing policy and rate with the Wholesaler prior to setting or revision of the wholesale recycled water rate. Retailer will seek approval from the Public Utilities Commission of retail water rates which will provide for a total cost to the customer for the recycled water that does not exceed the total cost of the customer’s existing potable water supply, and reflects Wholesaler’s adopted discount structure. Wholesaler shall be given an opportunity to meet and confer with Retailer upon the pricing policy and rate prior to submission of the rate request to Public Utilities Commission.

3. Billings

Retailer agrees to make quarterly payments for the total amount of recycled water delivered in each fiscal quarter at the unit price as determined in this Article D.

4. Time and Method of Payment

The fiscal year for the purpose of calculating payments from Retailer to Wholesaler shall be July 1 through June 30. Retailer agrees to make quarterly payments within 30 days of the receipt of invoice from Wholesaler.

5. Non-Payment Disconnection

In the event of non-payment for 60 days after mailing of invoice, unless such amount is the subject of a dispute, Wholesaler may disconnect Retailer's facilities at the points of connection and order all Retailer's facilities removed from Wholesaler property. This remedy is in addition to all other remedies provided by law.

ARTICLE E. GENERAL PROVISIONS

1. Amendments

This Agreement may be amended at any time by mutual written agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Wholesaler agrees that in the event of legally enforceable action by a cognizant governmental body producing a prospective change in the volume of use of recycled water by Retailer's customers, Wholesaler will make such amendments to Exhibit B of this Agreement as the circumstances may reasonably and equitably require.

2. Compliance with Laws

The Parties shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments, including but not limited to ordinances of the City of San José. Nothing herein contained shall be construed as stopping or otherwise preventing Retailer from contesting by litigation or other lawful means the validity, constitutionality, construction, or application of any law of this state, any ordinance of Wholesaler or the City of San José, or any rule, regulation or practice of Wholesaler or the City of San José.

3. Waiver of Rights

Any waiver at any time by either Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter. None of the covenants or agreements herein contained can be waived except by the written consent of the waiving Party.

4. Notices

All notices or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be deemed to have been given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

Wholesaler: Director, Environmental Services Department
SJ/SC Regional Wastewater Facility
700 Los Esteros Road
San José, California 95134

Retailer: Corporate Attorney
San José Water Company
110 West Taylor St.
San José, California 95110

The address to which any notice or other writing may be given or made or sent to either Party may be changed upon written notice given by such Party as above provided.

5. Severability

If any one or more of the covenants or agreements set forth in this Agreement on the part of Wholesaler or Retailer or either of them to be performed should be contrary to any provision of law or contrary to the policy of law to such extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in no way affect the validity of this Agreement.

6. Paragraph Headings

Paragraph headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof.

7. Successors and Assigns

Subject to the provisions of the succeeding Section 8 hereof, this Agreement and all the terms, covenants, agreements, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

8. Assignment

- (a) No assignment or transfer by Retailer of this Agreement or any part hereof, or of any rights hereunder or interest herein of Retailer, shall be valid unless approved by Wholesaler, which approval Wholesaler agrees shall not be unreasonably withheld.
- (b) The foregoing provisions of this Section 8 to the contrary notwithstanding, no consent shall be required on an assignment to a Public Agency with the power of eminent domain if:
 - (i) Such Public Agency expressly assumes all obligations of this Agreement; or
 - (ii) Said Public Agency assumes only a portion of the obligations of this Agreement, and Retailer remains obligated for the remainder.
- (c) In the event Retailer shall sell, transfer, or convey any part or parts of its recycled water system to any entity, public or private, Retailer may assign, to the purchaser thereof a portion of Retailer's rights, privileges and obligations hereunder and, Retailer shall be relieved of such portion of such obligations of Retailer so assigned if, following such sale, transfer, or conveyance, Wholesaler furnishes recycled water to such entity, or Wholesaler under an agreement with such entity existing prior to such sale, transfer, or conveyance, increases the amount of recycled water delivered to such entity in order to meet in part the increased recycled water requirements of such entity resulting from such sale, transfer, or conveyance.

9. Indemnification, Limitation of Liability, Assumption of Risk and Insurance

- (a) Wholesaler and Retailer shall each defend, indemnify and hold harmless the other Party, their officers, employees, agents, parent companies, subsidiaries of parent companies, and affiliates from and against any and all claims, demands, liabilities, deficiencies, actions, judgments, interest, awards, penalties, losses, fines, costs, expenses of whatever kind (including reasonable attorney's fees and the cost of enforcing any right to indemnification hereunder), or damages arising out of or resulting in any way due to the willful or negligent acts (active or passive) or omissions of

their respective officers, employees or agents in conducting activities pursuant to this Agreement, failing to act in accordance with this Agreement, or failing to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations hereunder.

- (b) A Party seeking indemnity ("Indemnatee") pursuant to Section 9(a) shall notify the other Party ("Indemnitor") within ninety (90) days after receipt of any claim, demand or action which may be covered by the Indemnitor's indemnity obligation as set forth in Section 9 (a) of Article E. Upon Indemnitor's acceptance of the protection, defense, or indemnification of Indemnatee, Indemnatee shall reasonably cooperate in all respects with Indemnitor, and with any attorney retained or employed by Indemnitor. Retailer further designates the individual named in Section E of Article 4 above, as the person responsible for ensuring full cooperation of Retailer with any Wholesaler protection, defense and indemnity of Retailer. Wholesaler designates the City Attorney of the City of San José as the person responsible for ensuring full cooperation of Wholesaler with any Retailer protection, defense and indemnity of Wholesaler. Except as set forth below in this Section E.9.c, Indemnatee waives any right that it may have to compel Indemnitor to retain independent counsel to represent Indemnatee, and specifically agrees to representation by any attorney selected by Indemnitor, including the Office of the City Attorney of the City of San José for Wholesaler and the Corporate Attorney for Retailer. Notwithstanding the foregoing, Indemnatee may, at its sole cost, require Indemnitor to engage legal counsel of Indemnatee's choice in connection with this Section 9.E. provided that at the time of such request, Indemnatee shall deposit cash or collateral satisfactory with Indemnitor, in kind and amount, to be used to reimburse the attorneys fees and expenses
- (c) Except in the case of gross negligence, willful misconduct, fraud, or violation of law, and except for a Party's indemnification obligations, in no event shall either Party, its officers or employees be liable to the other Party for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses including lost profits, lost data or opportunity costs) regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort (including negligence) or otherwise arising out of or relating to this Agreement.
- (d) Each Party agrees to and covenants that it shall voluntarily assume any and all risk of loss, damage or injury to its property arising out of or resulting in any way out of the activities conducted by either Party pursuant to this Agreement, except such loss, injury, or damage as may be caused in whole or in part by the negligence or the willful misconduct of the other Party, its officers, employees or agents.

(e)

- (i) Retailer agrees to maintain and keep in force during the duration of this Agreement, insurance policies at least equivalent to those set forth in Exhibit D entitled "Insurance" which is attached hereto and incorporated herein. All certificates of insurance shall be subject to 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. Retailer agrees to provide Wholesaler with a copy of said policies, certificates and/or endorsements before work commences on the pipeline projects identified in Exhibit C attached to the First Amendment and incorporated by reference herein and Exhibit E.
 - (ii) Wholesaler agrees that it will maintain for the duration of the Agreement, self-insurance equivalent to that set forth Exhibit D, against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the services and/or operations herein by Wholesaler, its agents, representatives, employees or contractors
- (f) Nothing contained in this Agreement will be enforceable or create any right or cause of action for or on behalf of any person or entity other than the Parties, or impede either Party from pursuing any claims against third parties.

10. Reasonable Cooperation

If any third Party claim is made against either or both Parties hereto relating in any way to the receipt, distribution or use of recycled water hereunder, each Party agrees to provide reasonable cooperation to the other Party under the circumstances in the defense of such claims in any proceeding, including without limitation, arbitration, judicial proceedings or administrative proceedings.

11. Integrated Agreement

There are no understandings or agreements except as herein expressly stated.

12. Dispute Resolution

Any controversies between Parties regarding the construction or application of this Agreement, and claims between the Parties arising out of this contract or its breach, shall be submitted to non-binding mediation within 30 days of the written request of one Party after the service of that request on the other Party. The Parties may agree on one mediator. If they cannot agree on one mediator, the

Party demanding mediation shall request that the Superior Court of Santa Clara County appoint a mediator. The mediation meeting shall not exceed one day (eight hours). The Parties may agree to extend the time allowed for mediation under this Agreement. The costs of mediation shall be borne by the Party requesting the mediation. Mediation under this section is a condition precedent to filing an action in any court.

13. Governing Law and Venue

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be vested exclusively in the State Courts of the county of Santa Clara, or where appropriate, in the United State District Court for the Northern District of California, San José, California.

14. California Public Utilities Commission Compliance

This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. All changes or modifications by the Public Utilities Commission of the State of California to this Agreement shall require mutual written agreement of the Parties.

IN WITNESS WHEREOF, Wholesaler and Retailer have each caused this Agreement to be executed on the day and year first herein above written.

“Wholesaler”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal
corporation

ROSA TSONGTAATARII
Chief Deputy City Attorney

By: _____
SARAH ZARATE
Director, Office of the City Manager

“Retailer”

APPROVED AS TO FORM:

SAN JOSE WATER COMPANY, a
California corporation

STEPHEN LEE
Corporate Counsel

By: _____
BILL TUTTLE
Vice President, Engineering

EXHIBIT B

**SAN JOSE WATER COMPANY
PROPOSED MONTHLY RECYCLED WATER DELIVERY SCHEDULE
(In Acre-Feet)**

MONTH	PROJECTED MONTHLY SCHEDULES				
	1997-1998	1998-1999	1999-2000	2000-2001	2001-2007
JULY		270	270	270	270
AUGUST		270	270	270	270
SEPTEMBER		198	198	198	198
OCTOBER		216	216	216	216
NOVEMBER		72	72	72	72
DECEMBER	54	72	72	72	72
JANUARY	41	54	54	54	54
FEBRUARY	41	54	54	54	54
MARCH	95	126	126	126	126
APRIL	81	108	108	108	108
MAY	135	180	180	180	180
JUNE	135	180	180	180	180
AVERAGE ANNUAL ACRE-FEET	581	1800	1800	1800	1800

EXHIBIT C

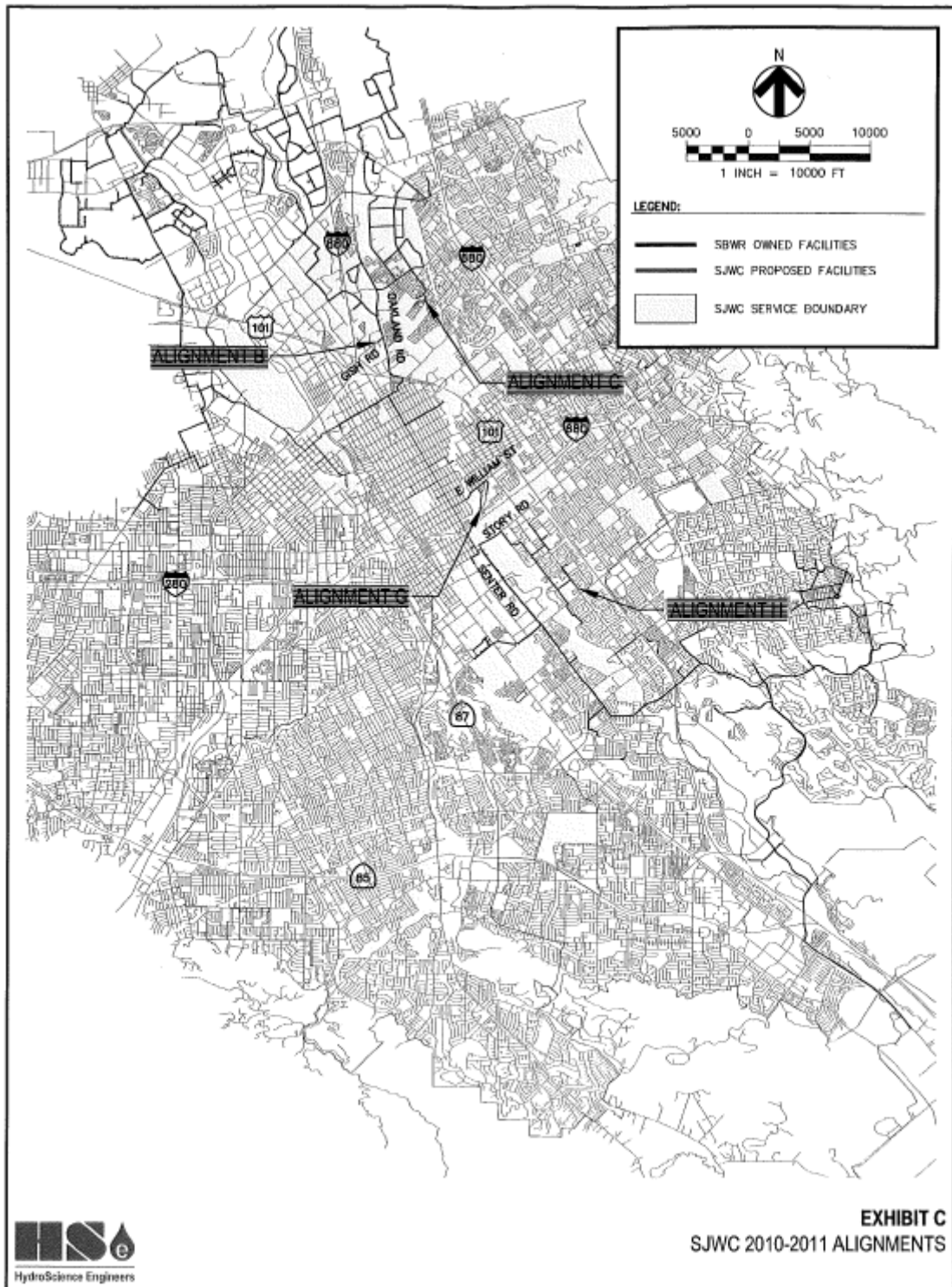


EXHIBIT D

INSURANCE

Retailer, at its sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Retailer, its agents, representatives, employees, contractors or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as or substantially similar to:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

B. Minimum Limits of Insurance

Retailer shall maintain limits no less than:

1. Commercial General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. Retailer, their officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Wholesaler/Retailer; products and completed operations of Retailer; premises owned, leased or used by Retailer; and automobiles owned, leased, hired or borrowed by Retailer. The coverage shall contain no special limitations on the scope of protection afforded to Retailer, its officers, employees, agents and contractors.
- b. Retailer's insurance coverage shall be primary insurance as respects Wholesaler, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by Wholesaler, its officers, employees, agents or contractors shall be excess of Retailer's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by Retailer shall not affect coverage provided Retailer, its officers, employees, agents, or contractors.
- d. Coverage shall state that Retailer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain waiver of subrogation in favor of the Retailer, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the Retailer, its officers, employees, agents and contractors.

D. Verification of Coverage

Retailer shall furnish certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy or evidence of self-insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanioseca.qov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

Certificate Holder
City of San José – Finance Department
Risk Management & Insurance
200 East Santa Clara St., 14th Floor Tower
San José, CA 95113-1905

E. Subcontractors

Retailer shall include all contractors as insured's under its policies or shall obtain separate certificates and endorsements for each contractor.

F. Statement of Insurance/Self-Insurance by the City of San José

The requirements of this Agreement may be satisfied by the provision of similar coverage through self-insurance program and such self-insurance shall be certified in writing with an "Affidavit of Insurance" upon request by the other Party.

EXHIBIT F

SJWC Cost Share for Wholesaler Retailer Agreement

Estimated Construction Year	Alignment	Capacity Fee
2012	S	\$29,635
2012	M	\$24,083
2012	B	\$76,663
2013	R	\$148,787
2013	A	\$347,516
2014	D	\$1,315,302
Total:		\$1,941,986

¹ Based on estimated average annual irrigation demands

EXHIBIT G

San Jose Water Recycled Water Master Plan

[Exhibit continues on the following page]

To: Bill Tuttle, Vice President, Engineering

From: Angela Singer, PE
Allan Murillo, EIT

Reviewed By: Curtis Lam, PE

Subject: Recycled Water Master Plan – 2022 Update

Date: September 23, 2022 (rev. 09/23)

Background

In March 2009, San Jose Water (SJW) completed a Recycled Water Master Plan (2009 RWMP) to determine how to expand the use of recycled water from the South Bay Water Recycling (SBWR) distribution system in SJW's service area. Seventeen alignments were proposed to increase the total use and availability of recycled water to meet SJW's short-term and long-term objectives.

SJW's objectives for recycled water expansion focused on cost-effectively expanding the use of recycled water for all types of nonpotable purposes within their service area. Alignments proposed in the 2009 RWMP were evaluated using a technical and a cost per acre-foot basis to make recommendations for the order in which alignments should be funded and built with SJW's objectives in mind.

Since the 2009 RWMP was published the California Public Utilities Commission (CPUC) approved SJW to construct nine of these recycled water projects, including:

- Alignment A – Charcot Avenue
- Alignment C – Oakland Road
- Alignment D – Berryessa Road (Phase 1+2)
- Alignment G – East William Street
- Alignment H – Tully Road
- Alignment M – Seven Trees Boulevard
- Alignment N – Sark Way
- Alignment R – Airport Boulevard
- Alignment S – Burke Street

Of the remaining alignments considered as part of the 2009 RWMP, notable updates to two of the alignments are described below.

- **Alignment F – East Santa Clara Street:** This alignment was constructed and designed by the City of San Jose in 2010. Thus, this alignment was removed from further consideration by SJW.

- **Alignment L – Lewis Road:** This alignment was altered to concentrate on connecting 12 potential customers. The largest of these customers, Martial Cottle Park, is a high demand customer where recycled water could be used for both agricultural and landscape irrigation. With the modifications to Alignment L, the combined demand for Alignment L is 589 AFY and the total length is 24,000 LF. Part of the former alignment has been redesignated as new Alignment T, which includes Martial Cottle Park. Alignment T is described later in the TM.

This 2022 RWMP Update serves to propose new alignments and potential recycled water customers as well as report the status of alignments proposed in the 2009 RWMP and 2011 Update. The intent of this 2022 RWMP Update is to ensure that the most updated alternatives, costs, and demands are evaluated for all the available alignments so that the most cost-effective recycled water projects are proposed.

Planning Criteria

This section provides the updated planning criteria and assumptions used to develop the recycled water demands for this RWMP Update. The reader is referred to the original 2009 RWMP for further details.

Land Use Based Demand Calculation

Similar to the 2009 RWMP and 2011 Update, HydroScience estimated the percent of the parcel area that can be irrigated for each type of land use. No changes have been made to the estimated irrigated areas; however, a wholesale review of parcel maps and land uses was conducted using updated GIS information. Land use types and percent of parcel area that can be irrigated are summarized in **Table 1**.

Table 1: Percent Irrigated Area for Targeted Land Use Types

Land Use Type	% Area Irrigated with Recycled Water
High Density Residential	20%
Commercial	15%
Mixed Use	20%
Industrial	10%
School	45%
Church	25%
Park	75%
Golf Course	80%

Some properties may have larger or smaller irrigated areas, but these percentages are intended to reflect a typical average. However, where specific sites were known to have significantly larger or smaller irrigated areas, their irrigated area percentage was manually adjusted to a value representative of their site.

Given that additional climate data is available for the region for the last ten years, the demands warranted a review. Irrigation demands for the region have been recalculated based on new resources and are represented in **Table 2**.

Table 2: Estimated Irrigation Demands for San Jose

Month	ET (Inches) ¹	P (Inches) ²	ID (Inches)
January	1.21	2.40	0.00
February	1.54	2.20	0.00
March	2.76	2.10	1.53
April	4.00	0.90	5.47
May	4.80	0.30	8.33
June	5.41	0.10	9.76
July	5.63	0.20	10.01
August	5.05	0.30	8.79
September	3.86	1.10	5.37
October	2.83	0.50	4.07
November	1.50	1.20	0.62
December	1.12	2.10	0.00
Average	3.29	1.12	3.29
Total	39.70	13.40	53.96

Notes:

1. ET data source: California Irrigation Management Information System Monthly Evapotranspiration Report for San Jose (Station 69), 1987-2002.
2. Precipitation data source: Department of Water Resources – Flood Emergency Response Information Exchange, San Jose Station (E60 7821 00), 1874 - 2007.

As shown above in **Table 2**, the peak monthly irrigation demand of 10.01 inches occurs in July. The allowable irrigation for any month is assumed to never fall below zero. For months during which the allowable irrigation is positive, additional water from the recycled water system can be applied. The typical season for irrigation demands stretches between March and November. No irrigation demand is projected between December and February.

Peaking Factors

The irrigated acreage multiplied by the monthly ID in total translates to the annual recycled water demand for landscape irrigation. These values were subsequently translated into peak month and peak hour flow rates for the purposes of sizing infrastructure. Similar to the 2009 RWMP, the peak day demand is essentially the same as peak monthly irrigation demand for facility planning purposes. The peaking factor for peak month is represented as the ratio of peak month to average annual demand:

$$Factor = \frac{10.01 \text{ in}}{3.29 \text{ in}}$$

$$Peak \text{ Month Factor} = 3.04$$

It is assumed that recycled water irrigation would occur over a six-hour period between 9:00 PM and 6:00 AM at a consistent hourly rate. Thus, the peak hour flow is the peak day flow concentrated into a six-hour period. This factor equates to:

$$Factor = \frac{24 \text{ hr}}{6 \text{ hr}}$$

$$Peak \text{ Hour Factor} = 4.0$$

A summary of peaking factors assumed for landscape irrigation in this RWMP Update is provided below:

$$Peak \text{ Day Demand} = 3.04 \times Average \text{ Day Demand}$$

$$Peak \text{ Hour Delivery Demand} = 4.0 \times Peak \text{ Day demand} \\ = 12.16 \times Average \text{ Day Demand}$$

Infrastructure Criteria

Infrastructure sizing relies on the base assumption that SBWR would provide SJW with recycled water at capacities and pressures identified in the SBWR hydraulic model. Extensions of that model were assumed to supply new distribution system pipeline alternatives. The new alternatives were sized based on the following infrastructure criteria:

- Distribution system pipeline infrastructure was sized to supply peak hour demands;
- Pipeline diameters for new pipelines are standard sizes typically available and installed by SJW;
- Pipeline velocities remain below 5 ft/s;
- Minimum pressure in the recycled water distribution system is 60 psi at the meter; and
- Where distribution system pressure requires boosting, a new pump station and storage tank will be located in addition to the distribution system pipeline.

Alignment Cost Development

Unit costs for recycled water projects were estimated based on the recent bidding experience of SJW and recent industry experience with current costs for construction materials. For conceptual planning and comparison of costs for pipeline extensions, this global cost estimate included the following considerations and itemized cost parameters:

- Pipeline cost equal to \$35/inch-diameter per foot for all pipeline diameters;
- Pipeline is installed at least one foot deeper than potable water main;
- Pipeline appurtenances equal to 7% of the pipeline cost;
- Street overlay/repair costs equal to \$1.75/inch/SF for the width of the pipeline plus two feet;

- A connection to the existing recycled water pipeline can range based on the size of the new and existing pipeline. For planning purposes, each connection is estimated to be approximately \$65,000;
- At creek, railroad, highway or other crossings where special construction was required, an additional factor of 2.5 times the unit cost/LF/inch-diameter was added to the cost of the pipe for the entire pipeline length requiring special construction;
- Monitoring wells where required are \$50,000 each;
- Mobilization costs of 6% was added to project subtotal;
- A construction contingency of 5% was added to the project subtotal; and
- SJW engineering and overhead costs of 12% to 16% of the total of other costs.

Pipeline costs for each alignment are specifically broken out in **Appendix C**.

Evaluation Approach

The evaluation approach utilized for this 2022 Update has been adapted since the 2009 RWMP and 2011 Update to also reassess retrofit customers along constructed recycled water pipe alignments. Elements in this 2022 Update include the following:

- **Addition and removal of customers:** Customers are selected based on type of land use, proximity to the existing recycled water pipeline, the potential for recycled water use (large vs. small demand users), and whether a parcel will be newly developed and have the potential to incorporate recycled water infrastructure into the development plans. The addition or removal of customers was based on further research into which customers could be cost-effectively connected to a pipeline constructed by SJW. Customers may have been added based on the identification of new opportunities, their potential demand for irrigation purposes, or by new development opportunities identified between 2021 and 2025 from the City of San Jose's [Development Activity Highlights and Five-Year Forecast \(2021-2025\)](#). Customers previously identified may have been removed based on their perceived retrofit cost (e.g. retrofit costs can significantly increase if multifamily residences require a significant number of backflow preventers on existing potable water meters), whether the site is still planning to develop, or the cost/benefit ratio of a pipeline extension to serve the customer(s).
- **Reevaluation of potential customers along constructed recycled water pipe:** The 2009 RWMP and 2011 Update identified opportunities to serve potential customers along proposed alignments and categorized these customers as “proposed” retrofits and “optional” retrofits. This 2022 Update provides a review of the categorization of possible unconnected customers along constructed alignments and reevaluates if they should remain as proposed or optional retrofit customers.
- **Updates to pipeline alignments and recycled water demands:** Recycled water demands were updated to reflect current local climatological data. All pipeline alignments were reevaluated to maximize the connected demand and minimize overall cost. Pipeline sizes were also updated based on the estimated recycled water demand and changes to proposed alignments and customers.
- **Updates to pipeline and retrofit unit costs:** Pipeline costs were based on updated quantities, as necessary, using the same design criteria for sizing facilities included in the

- A connection to the existing recycled water pipeline can range based on the size of the new and existing pipeline. For planning purposes, each connection is estimated to be approximately \$65,000;
- At creek, railroad, highway or other crossings where special construction was required, an additional factor of 2.5 times the unit cost/LF/inch-diameter was added to the cost of the pipe for the entire pipeline length requiring special construction;
- Monitoring wells where required are \$50,000 each;
- Mobilization costs of 6% was added to project subtotal;
- A construction contingency of 5% was added to the project subtotal; and
- SJW engineering and overhead costs of 12% to 16% of the total of other costs.

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- **Updates to pipeline and retrofit unit costs:** Pipeline costs were based on updated quantities, as necessary, using the same design criteria for sizing facilities included in the

2009 RWMP and 2011 Update, but costs were escalated to reflect current construction costs based on recent bid tabulations for pipeline installations. Retrofit costs were also updated based on actual costs to design and construct retrofits.

- **Reevaluation of pipeline cost-effectiveness:** Updates to the alignments identified in this 2022 Update were intended to maximize customer demands with the shortest length of pipe and is reflected as unit costs per AFY of demand for each individual alignment. Updated ranking of proposed alignments is presented based on this updated assessment.

Seventeen alignments were identified and considered as part of this 2022 Update. It is noted that one alignment was added while another alignment was removed based on information available since the preparation of the 2011 Update. Detailed information about each alignment is contained within the appendices, as described below.

- **Appendix A** contains detailed maps showing each pipeline alignment, customers who have connected, customers to be connected, and key issues.
- **Appendix B** contains the demands and pertinent information for each customer identified as a potential recycled water user for each alignment.
- **Appendix C** contains details of the preliminary cost estimates for each alignment.
- **Appendix D** contains City of San Jose's [Development Activity Highlights and Five-Year Forecast \(2021-2025\)](#).
- **Appendix E** contains Wholesaler-Retailer Agreement for Supply of Recycled Water (July 8, 1997) including the first and second amendments (June 30, 2010 and March 29, 2012, respectively).
- **Appendix F** contains Santa Clara Valley Water District (now Valley Water) Comments on SJWC RW Expansion September 2, 2016.

The reader is referred to the 2009 RWMP and 2011 Update for a more detailed description of the original project alignments. Any modifications to the alignments that were previously identified are summarized in the following section. A map of all alignments considered as part of this 2022 Update is presented in **Figure 1** of **Appendix A**.

Status of Constructed Alignments and Current/Future Customer Demands

Alignments already constructed by SJW have the potential to connect additional customers who did not previously execute a retrofit agreement with SJW. These customers that were previously proposed along constructed alignments were reevaluated and recategorized, as appropriate, as either potential or optional retrofits depending on their cost effectiveness. It is expected that SJW can market recycled water and leverage the recent drought conditions to encourage customers to connect that may have been previously uninterested or hesitant. These customers are generally more cost-effective since the distribution system is already constructed.

Table 3 provides a summary of recycled water users that can be connected to existing SJW recycled water pipelines without requiring an extension.

Table 3: Potential Recycled Water Customers and Estimated Demands by Constructed Alignment

Alignment	Additional Potential Customers	Potential Customer Demands (AFY)
A: Charcot Avenue	44	151
C: Oakland Road	69	310
D: Berryessa Road (Phase 1+2)	10	81
G: East William Street	None	None
H: Tully Road	4	51
M: Seven Trees Boulevard	1	9
N: Sark Way	1	15
R: Airport Boulevard	16	87
S: Burke Street	None	None
Total Additional	145	704

There is the potential to realize up to 704 AFY of recycled water demand along existing alignments. It is recommended that further outreach be conducted to encourage connection to the SJWRW system.

Updates to Proposed Alignments

This section describes updates to select recycled water alignments which have not been constructed. Changes to proposed alignments since the 2011 Update are described below.

- **Alignment B – East Gish Road:** This alignment was proposed to service one customer due to their proximity to existing recycled water pipeline. Construction of this alignment included new 4-inch pipeline approximately 600 LF to the west from the point of connection on Oakland Road to serve the Challenger School at 711 East Gish Road. This alignment is no longer considered for design and construction.
- **Alignment D – Berryessa Road (Phase 3):** The proposed Alignment D Phase 3 recycled water pipeline alignment would extend the SJW Alignment D Phases 1 and 2 recycled water pipeline alignments to 11 additional customers located within SBWR's Zone 1 of SJW's recycled water service area. This alignment is needed to connect to Alignment P and loop the system for reliability. Phase 3 has a total estimated project length of 11,650 LF and is estimated to provide up to 440 AFY.
- **Alignment E – Mabury Road:** Previously known as Alignment E – Hostetter Road, this alignment has been modified to target more customers using an alternate point of connection to the SBWR distribution system. This alignment would connect the proposed Mabury Tank and Pump Station located next to Alignment D – Berryessa Road. From Mabury Road, this 20-inch pipeline would extend east on Mabury Road across I-680 using an existing 30" casing and continuing east through residential streets to the San Jose Country Club before turning north and crossing Penitencia Creek to supply multiple schools and parks. Alignment E includes 32 potential customers which have the potential to provide up to 1,325 AFY of recycled water via 13.9 miles of recycled water pipeline.

The Mabury Tank and Pump Station is required to supply recycled water at pressure to all Alignment E customers. The project would include the construction of a 6 MG pre-stressed concrete recycled water tank, a high pressure recycled water pump station supplying Alignment D and the SBWR distribution system with approximately 10,000 gpm capacity, a second higher head recycled water pump station to supply recycled water to Alignment E, dual pump station discharge mains – one going to Alignment D and one to Alignment E, electrical facilities including a new Motor Control Center (MCC) and associated controls. The proposed project would be constructed on a 4.2-acre parcel located in a largely residential area North of Mabury Road and East of North King Road. The parcel is owned and operated by SJW and currently houses an existing well system, PG&E facilities, and a welded steel potable water storage tank.

- **Alignment L – Lewis Road:** Alignment L has been updated to supply seven customers through the construction of 8,500 LF of new recycled water pipeline. The new pipeline would extend from the existing 42-inch pipeline on Senter Road west on Lewis Street to Monterey Highway, then north on Monterey Highway to connect to an existing pipeline on Goble Lane that is not currently connected to the distribution system. A lateral would also extend from Lewis Road south along Wall Street then turn to the west on Southside Drive to Water Street to connect Captain Jason M Dahl Elementary School and a multi-family customer. Recycled water demand for these potential customers is 85 AFY and the reduced alignment eliminates the need for a railroad crossing.
- **Alignment P – Quimby Road:** No changes have been made to this proposed alignment; however, Valley Water has expressed concern regarding the use of recycled water in groundwater recharge areas due to the potential transfer of constituents of emerging concern (CECs) from shallow groundwater to deeper water supply aquifers. To manage and mitigate this potential issue, Valley Water proposed the construction of at least two monitoring wells to further evaluate potential groundwater quality impacts (**Appendix F**). The cost of two monitoring wells was added to the total construction cost of this alignment. It is noted that there would be an nominal operational cost related to the monitoring and maintenance of the well.
- **Alignment Q – Curtner Avenue:** This alignment was originally proposed to service 65 customers with a demand of 2,647 AFY. Construction of this alignment would require 157,700 LF of new recycled water pipeline as well as a pump station to serve 41 customers. However, the originally proposed location for the pump station is no longer available. This alignment is no longer considered for design and construction.
- **Alignment T – Snell Avenue:** This 14,200 LF alignment would connect to the SBWR distribution system at E. Capitol Expressway then travel southeast to Monterey Road, crossing a railroad at Skyway Drive and continuing to Snell Avenue until it reaches Martial Cottle Park and two multi-family customers. This alignment will connect three customers, including Martial Cottle Park. The estimated annual demand for these three potential customers is 753 AFY. During past SJW outreach efforts, Martial Cottle Park declined to connect to the recycled water system. In prior communication, representatives from Martial Cottle Park expressed interest in the use of recycled water for non-agricultural irrigation use only and not for agricultural use. A majority of the estimated annual demand for this alignment is for agriculture irrigation use. Establishing an agreement with this customer to use recycled water for all irrigation needs will dictate the feasibility and cost-effectiveness of constructing this alignment. Further outreach is recommended.

Table 4 summarizes the estimated annual demand for each planned alignment.

Table 4: Estimated Recycled Water Demand for Proposed Alignments

Alignment	Proposed Customers	Optional Customers	Irrigation Demand (AFY)
D: Berryessa Road (Phase 3)	11	0	440
E: Mabury Road	32	6	1,325
I: Dolores Avenue	3	0	86
J: Saratoga Avenue	30	0	119
K: West Hedding Street	9	3	202
L: Lewis Road	7	0	85
P: Quimby Road	22	2	838
T: Snell Avenue	3	0	753

It is noted that per the Wholesaler-Retailer Agreement (**Appendix E**), no additional fees are due to the Wholesaler as long as alignments that connect to the SBWR system do not exceed 1,297 AFY of average daily demand annually, with a maximum peak day demand of 5,025 gpm.

Summary

The most cost-effective approach to expanding recycled water use is to reach out to potential customers along constructed alignments to connect them to the existing SJWRW distribution system. For new construction, **Table 5** summarizes the relative ranking of the recycled water projects identified in this 2022 Update. Ranking is dictated by the most efficient and cost-effective alignments (i.e., more demand with less pipe). These projects are sequenced as shown in **Table 5** in order of their unit cost (from most to least cost-efficient). Alignments should generally be considered for implementation in conjunction with their ranking with the most cost effective (lowest unit cost) alignments prioritized.

Table 5: Overall Costs and Demands for Recycled Water Alignments

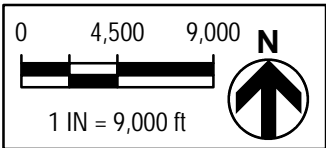
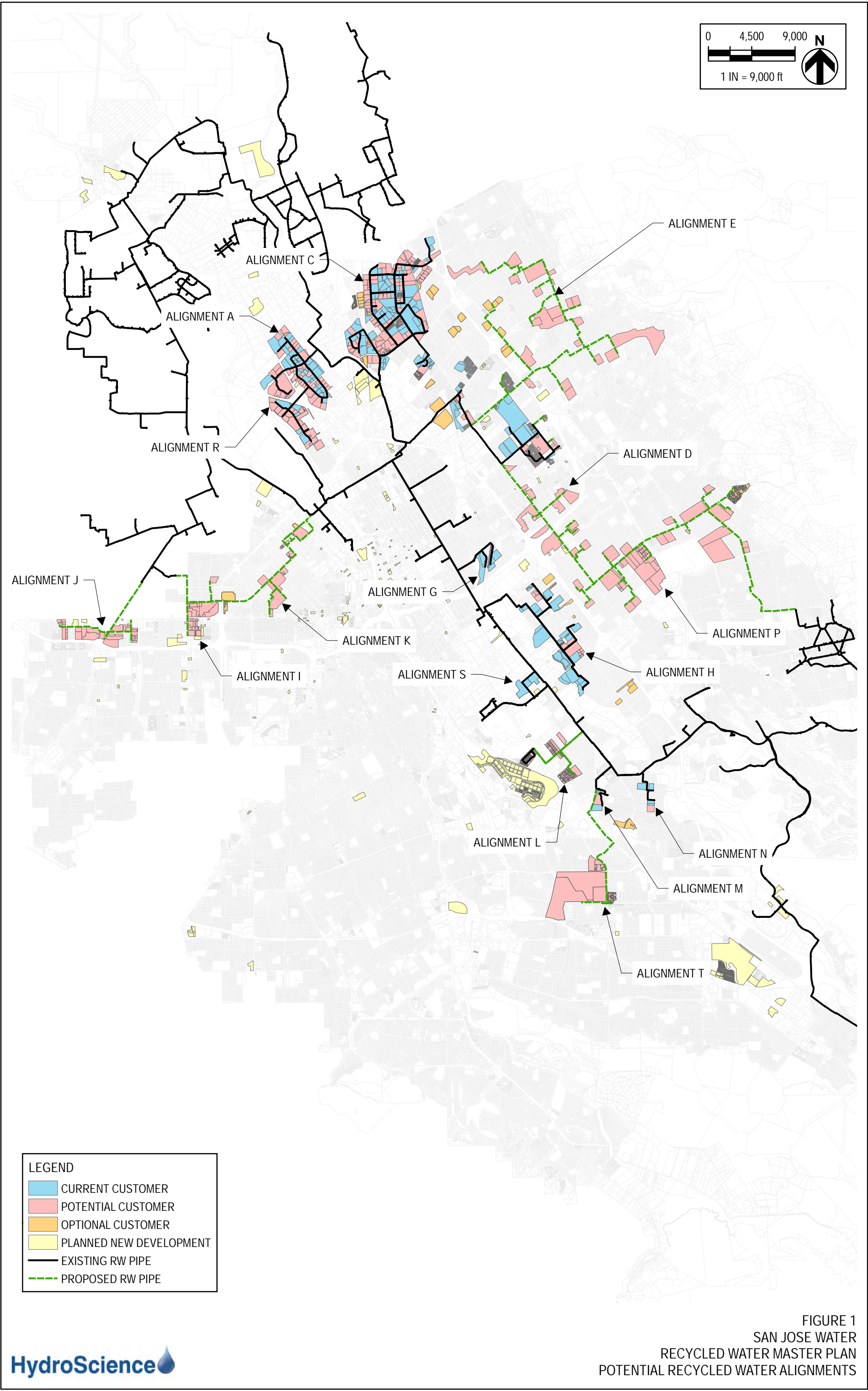
Alignment	Project Length (ft)	No. of Retrofits	Demand (AFY)	Capital Budget			Conservation Budget for Retrofits	Unit Cost (\$/AFY)	Project Ranking
				Pipeline	Other Costs	Total Cost			
T: Snell Avenue	14,200	3	753	\$12,170,000	\$0	\$12,170,000	\$195,000	\$16,154	1
D: Berryessa Road - Phase 3	11,650	11	440	\$10,244,500	\$0	\$10,244,500	\$910,000	\$23,263	2
K: West Hedding Street	15,100	9	202	\$6,230,000	\$0	\$6,230,000	\$585,000	\$30,907	3
P: Quimby Road	44,900	22	838	\$26,850,000	\$4,000,000	\$30,850,000	\$1,430,000	\$36,826	4
I: Dolores Avenue	10,000	3	86	\$3,430,000	\$0	\$3,430,000	\$195,000	\$39,917	5
E: Mabury Road	73,290	32	1,325	\$45,300,000	\$12,000,000	\$57,300,000	\$2,080,000	\$43,259	6
L: Lewis Road	8,440	7	85	\$3,720,000	\$0	\$3,720,000	\$455,000	\$43,583	7
J: Saratoga Avenue	14,300	30	119	\$5,380,000	\$0	\$5,380,000	\$1,950,000	\$45,166	8
Total	191,880	117	3,848	\$113,320,000	\$16,000,000	\$129,320,000	\$7,800,000		

Notes:

1. Project length is for the base alignment, exclusive of optional lengths and customers.
2. Detailed market assessment for each alignment is included as **Appendix B**.
3. The number of retrofits and annual demand excludes customers identified as optional customers.

APPENDIX A
San Jose Water
Recycled Water Master Plan – 2022 Update
Pipeline Alignment Figures

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LEGEND

- CURRENT CUSTOMER
- POTENTIAL CUSTOMER
- OPTIONAL CUSTOMER
- PLANNED NEW DEVELOPMENT
- EXISTING RW PIPE
- PROPOSED RW PIPE

FIGURE 1
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
POTENTIAL RECYCLED WATER ALIGNMENTS

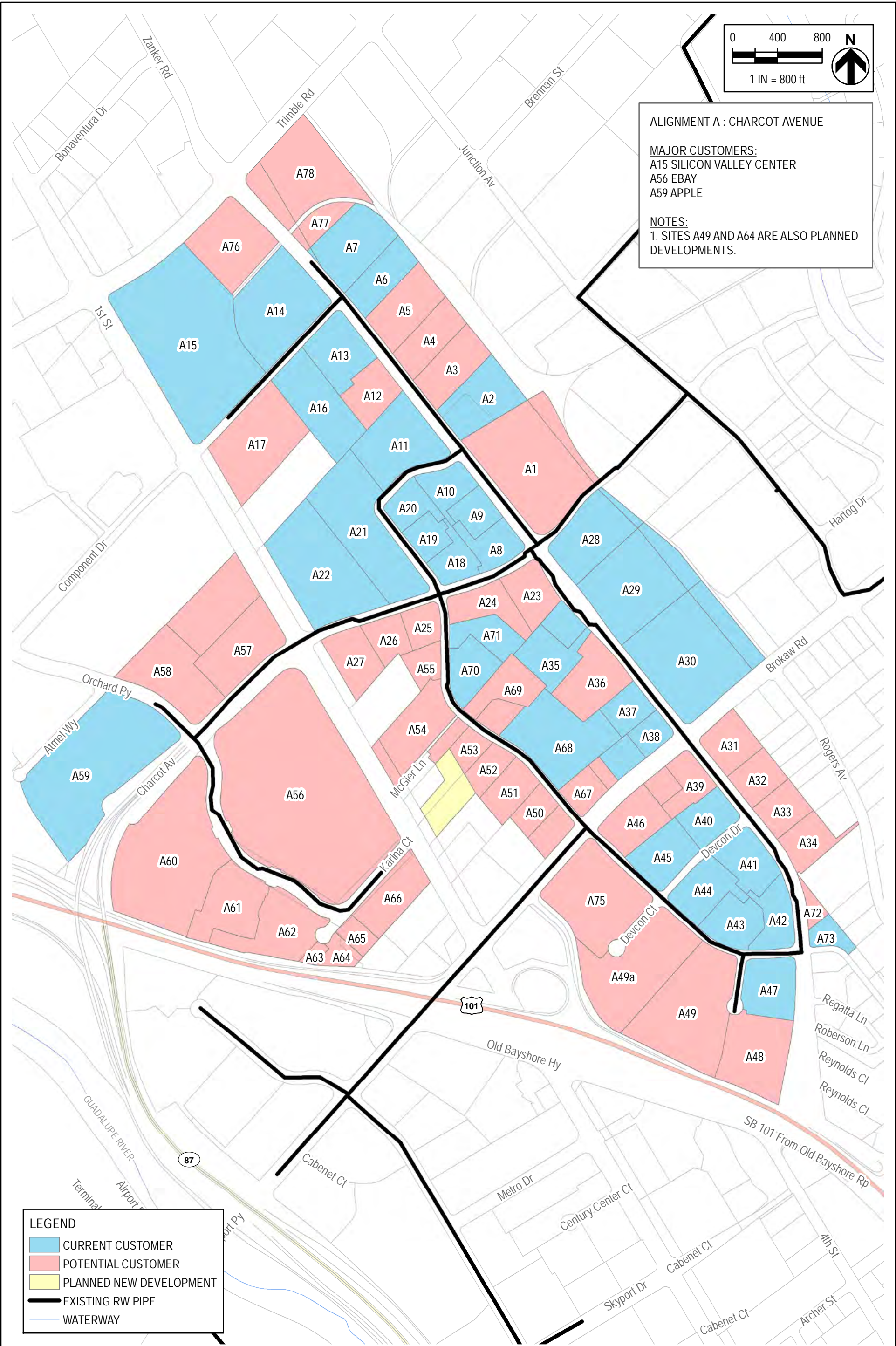


FIGURE A
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
CONSTRUCTED RECYCLED WATER ALIGNMENT A : CHARCOT AVENUE

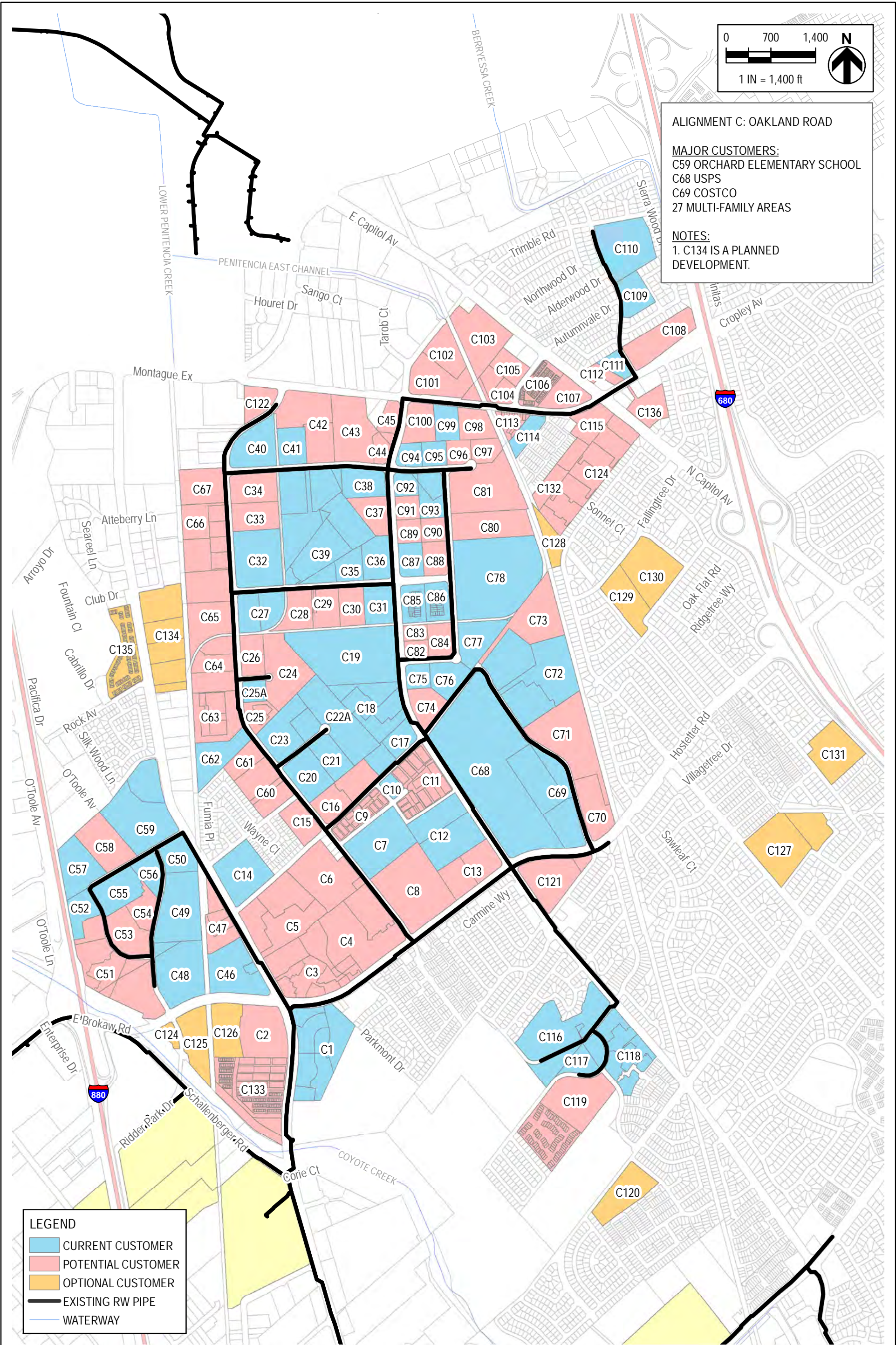
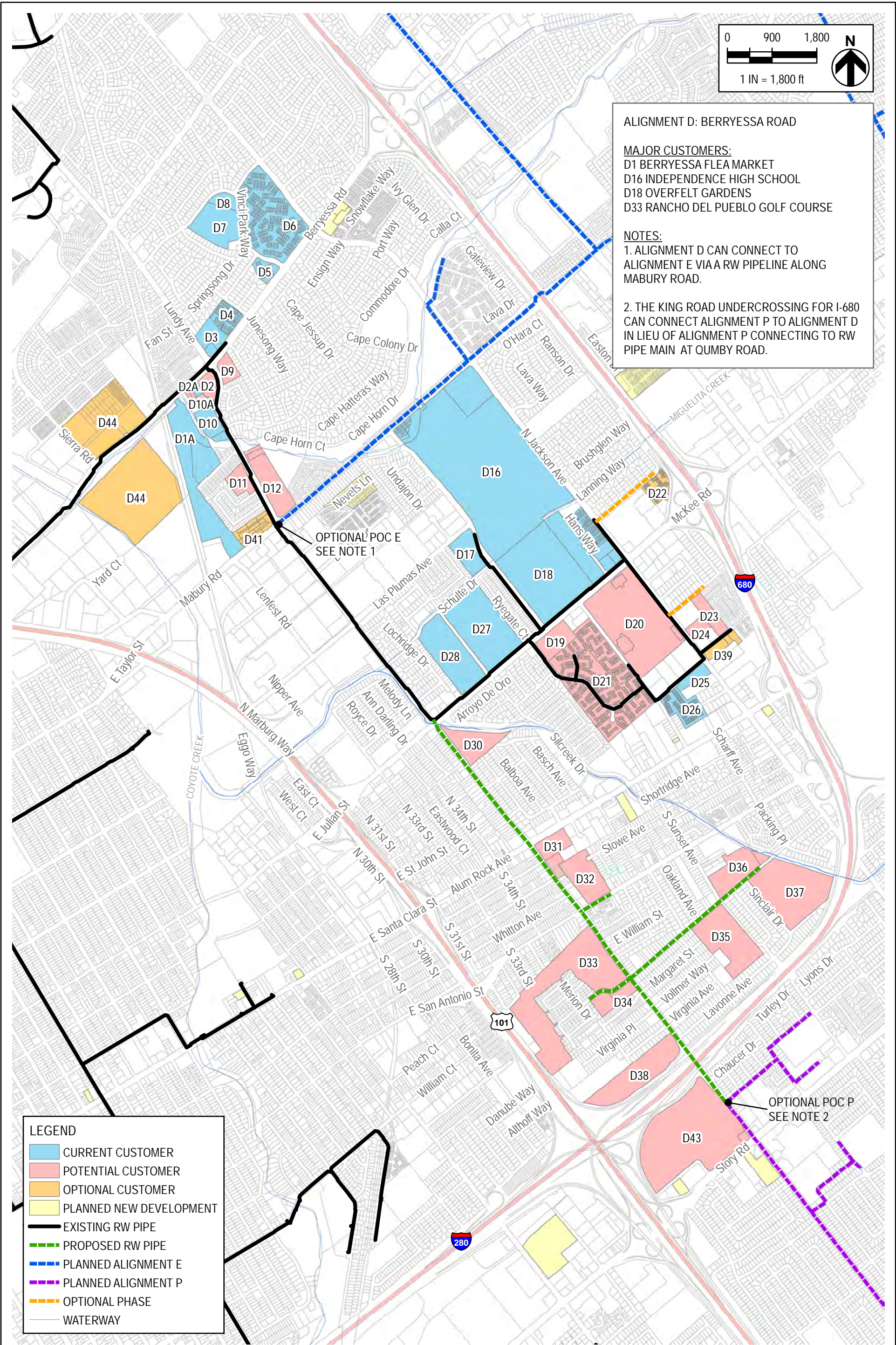


FIGURE C
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
CONSTRUCTED RECYCLED WATER ALIGNMENT C: OAKLAND ROAD



ALIGNMENT D: BERRYESSA ROAD

MAJOR CUSTOMERS:
D1 BERRYESSA FLEA MARKET
D16 INDEPENDENCE HIGH SCHOOL
D18 OVERFELT GARDENS
D33 RANCHO DEL PUEBLO GOLF COURSE

NOTES:
1. ALIGNMENT D CAN CONNECT TO
ALIGNMENT E VIA A RW PIPELINE ALONG
MABURY ROAD.

2. THE KING ROAD UNDERCROSSING FOR I-680
CAN CONNECT ALIGNMENT P TO ALIGNMENT D
IN LIEU OF ALIGNMENT P CONNECTING TO RW
PIPE MAIN AT QUMBY ROAD.

LEGEND

- CURRENT CUSTOMER
- POTENTIAL CUSTOMER
- OPTIONAL CUSTOMER
- PLANNED NEW DEVELOPMENT
- EXISTING RW PIPE
- PROPOSED RW PIPE
- PLANNED ALIGNMENT E
- PLANNED ALIGNMENT P
- OPTIONAL PHASE
- WATERWAY

FIGURE D
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
POTENTIAL RECYCLED WATER ALIGNMENT D: BERRYESSA ROAD

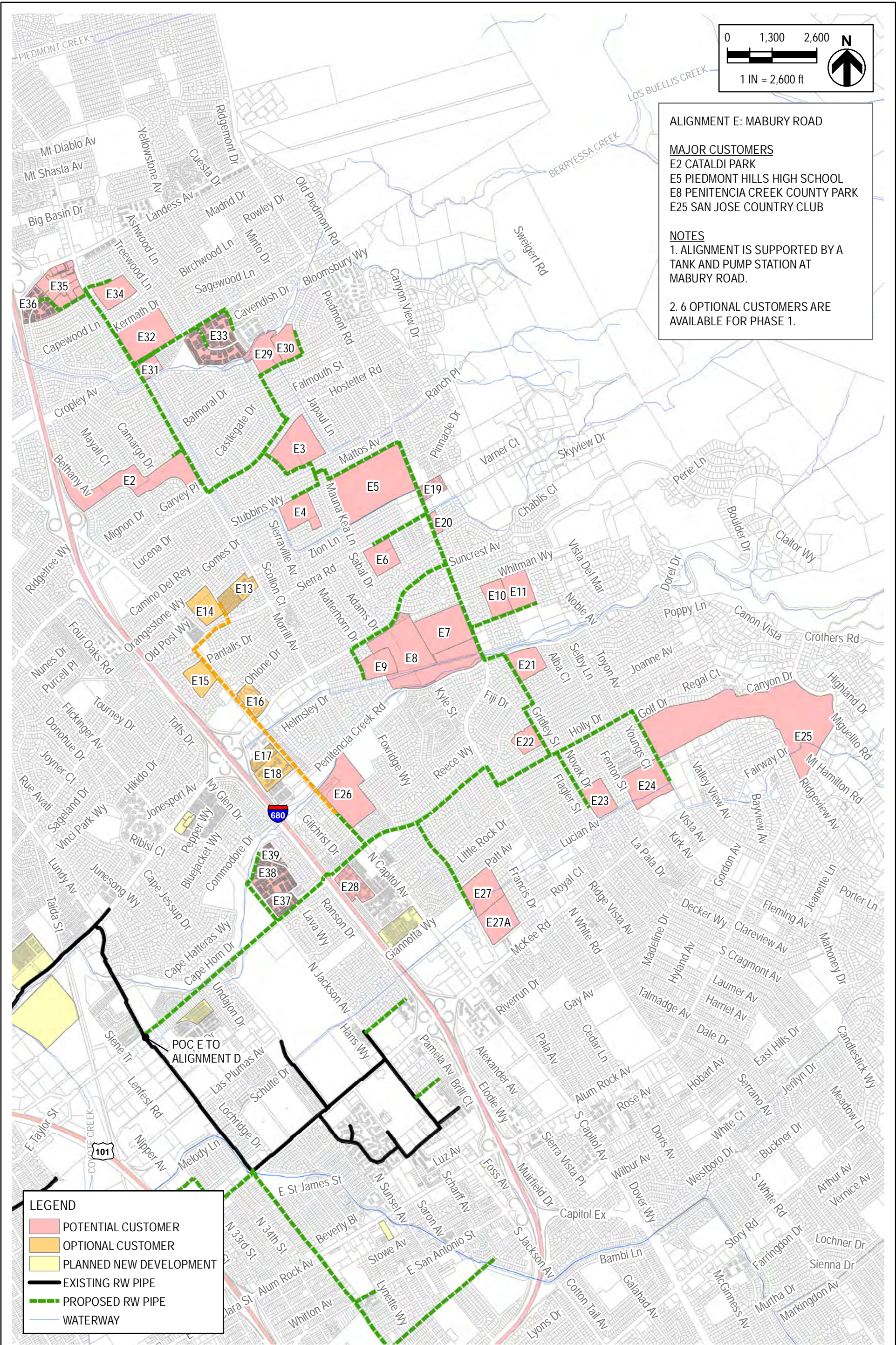
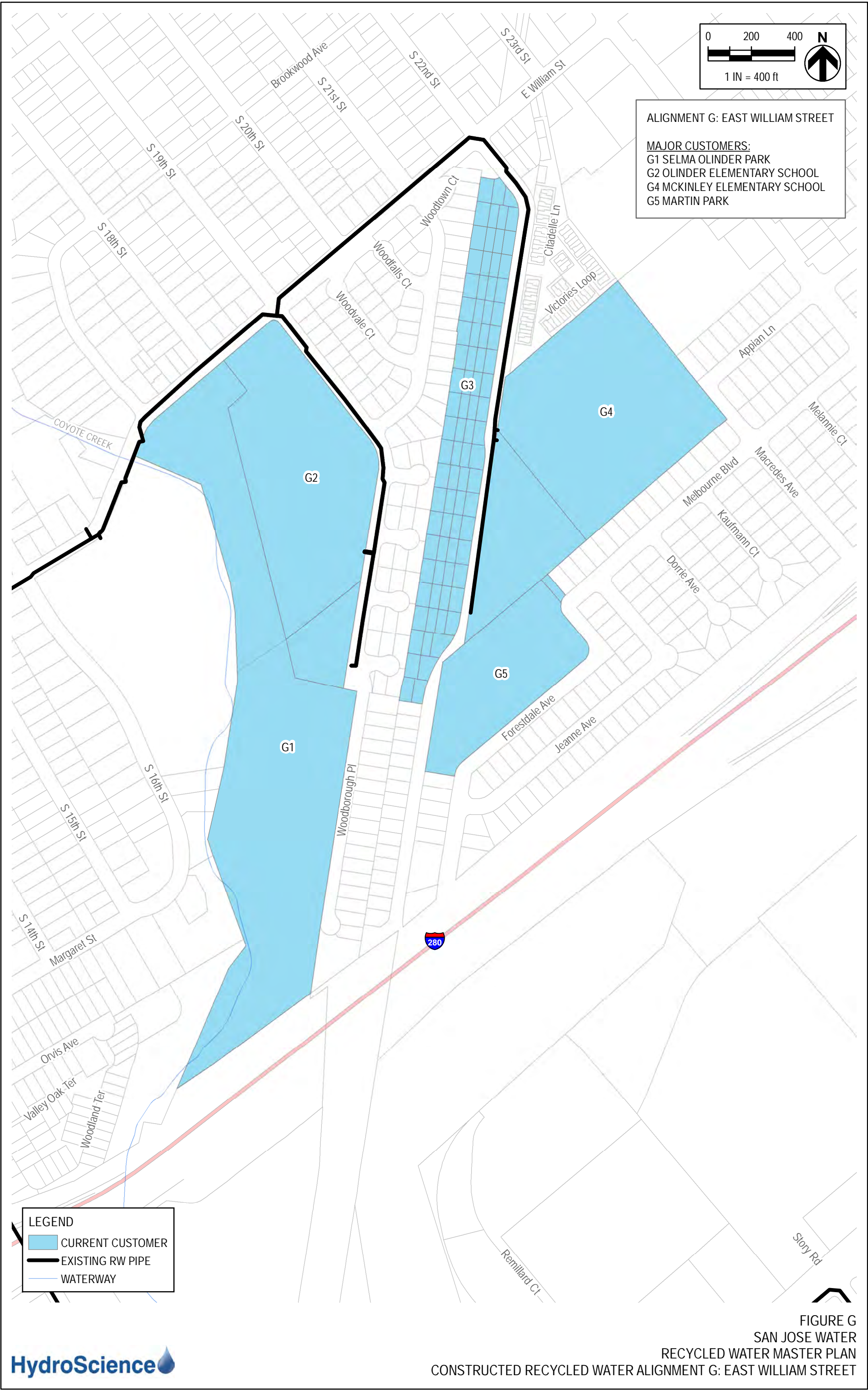
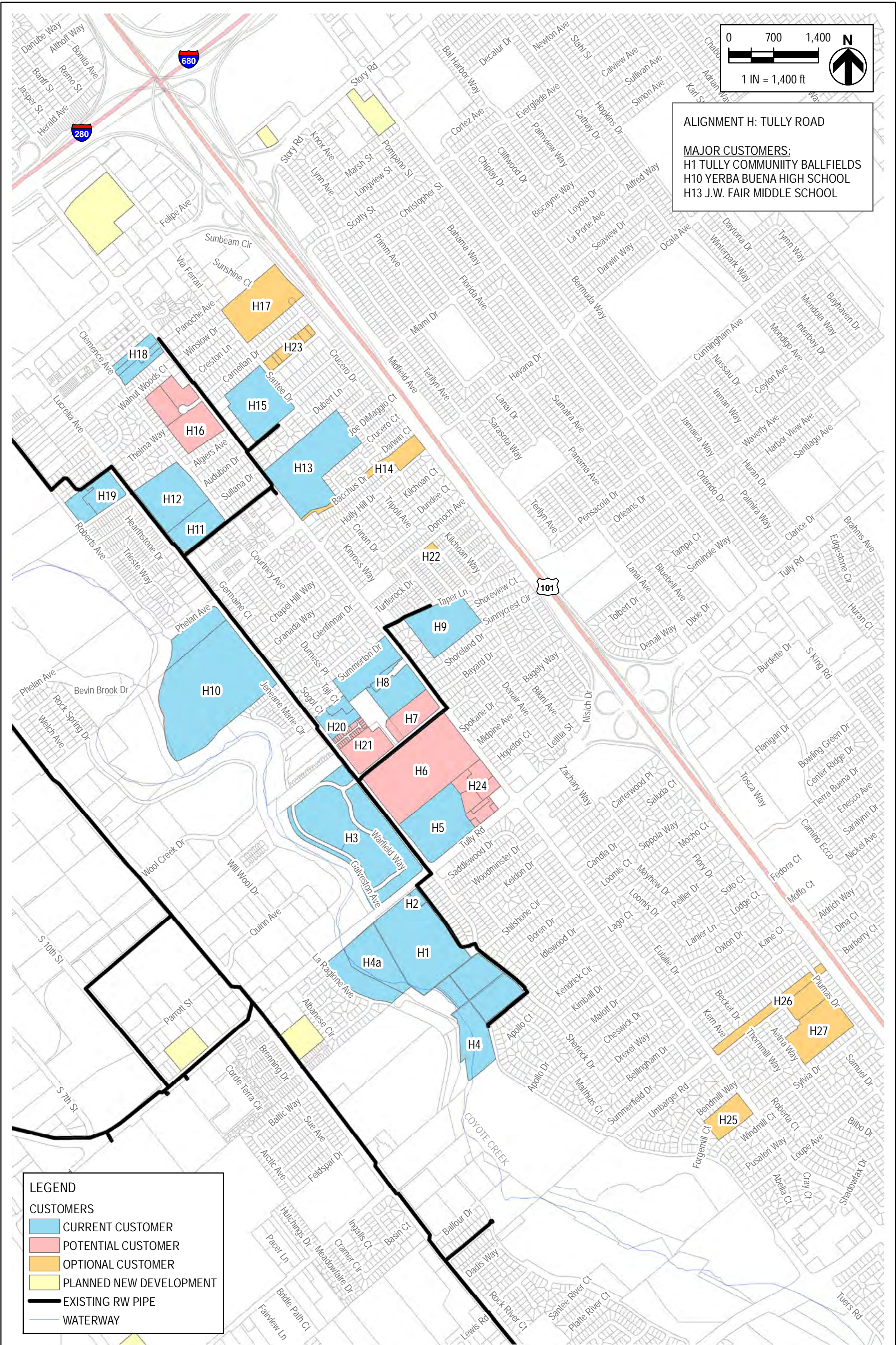
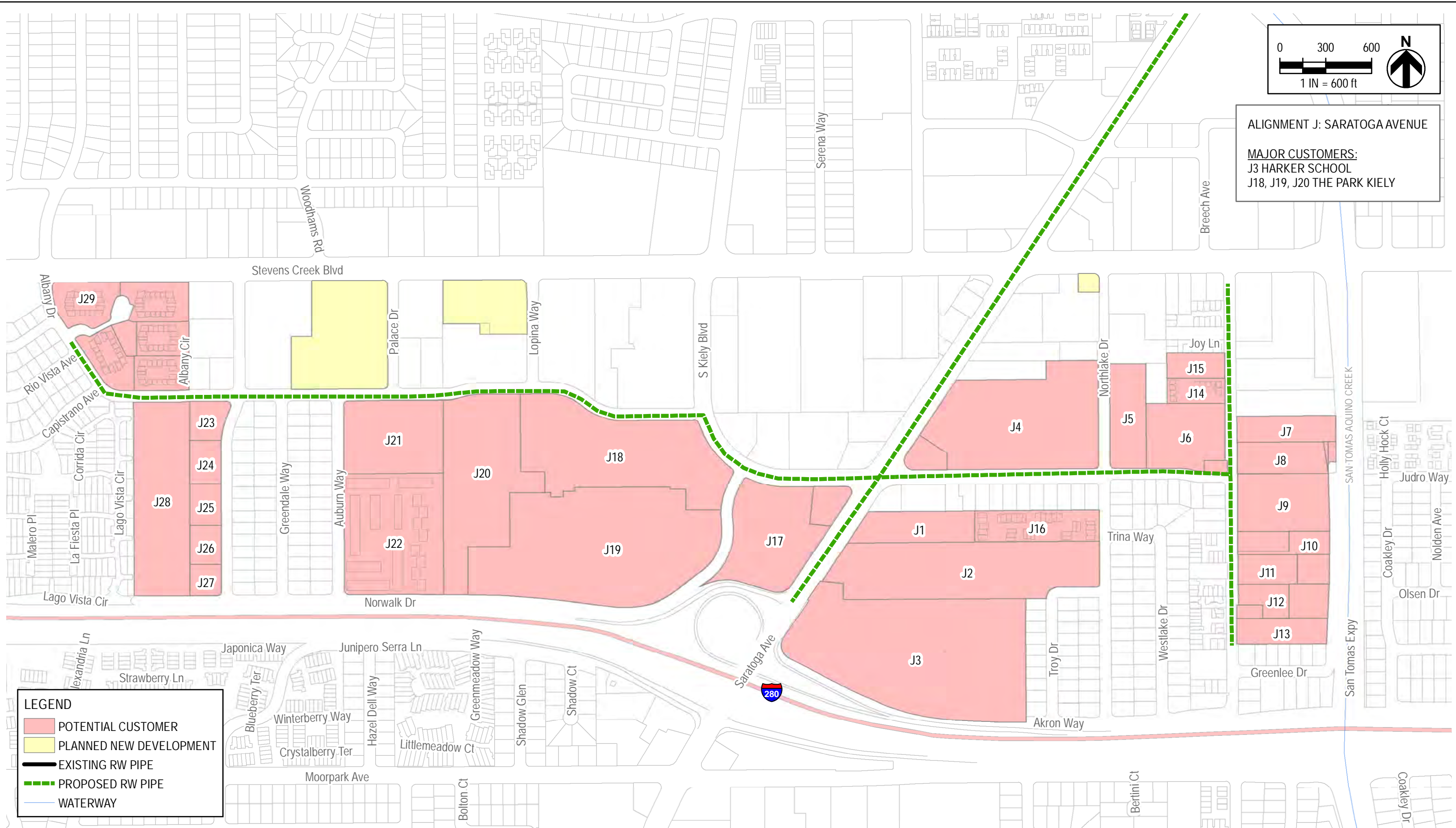
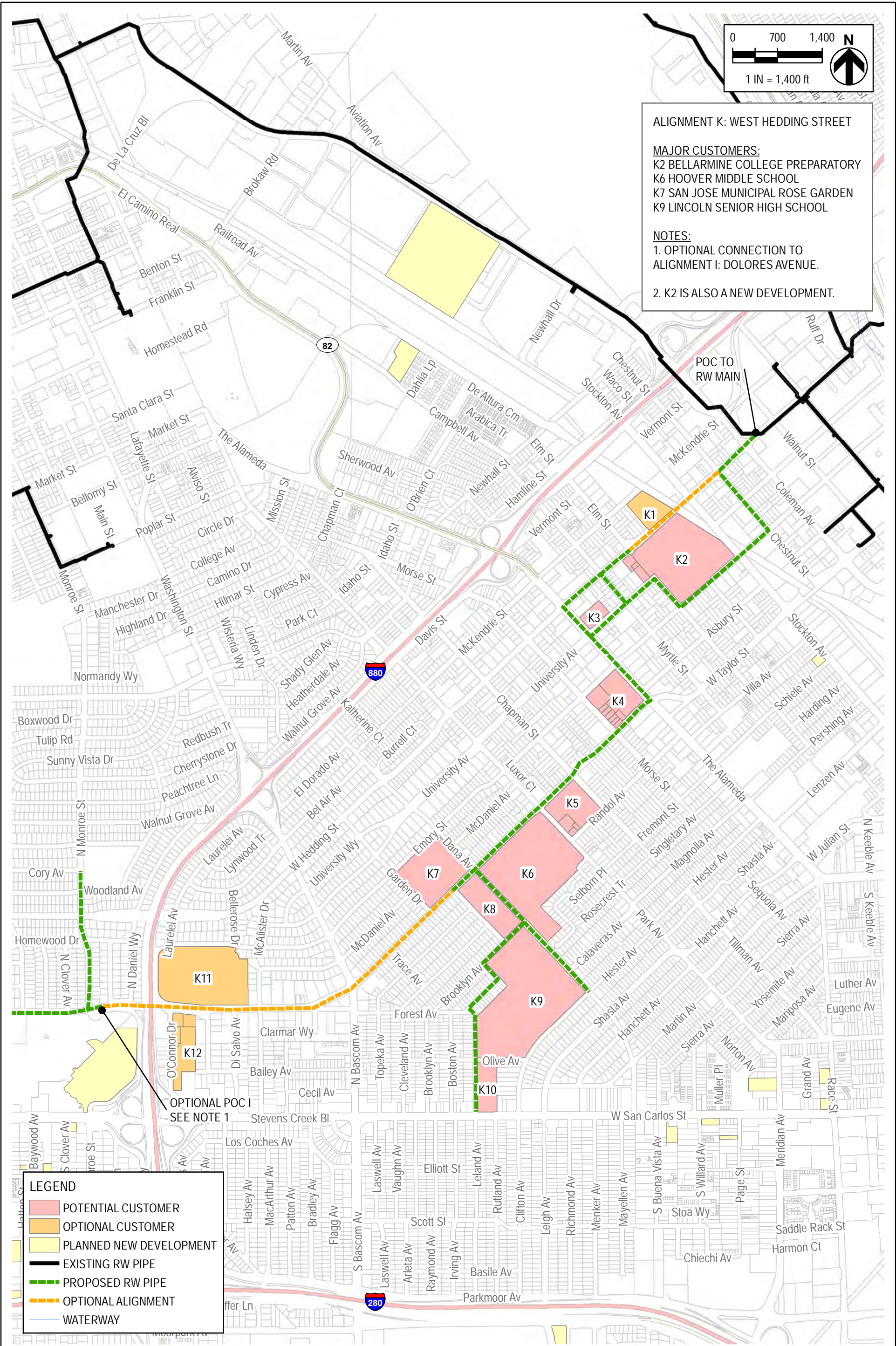


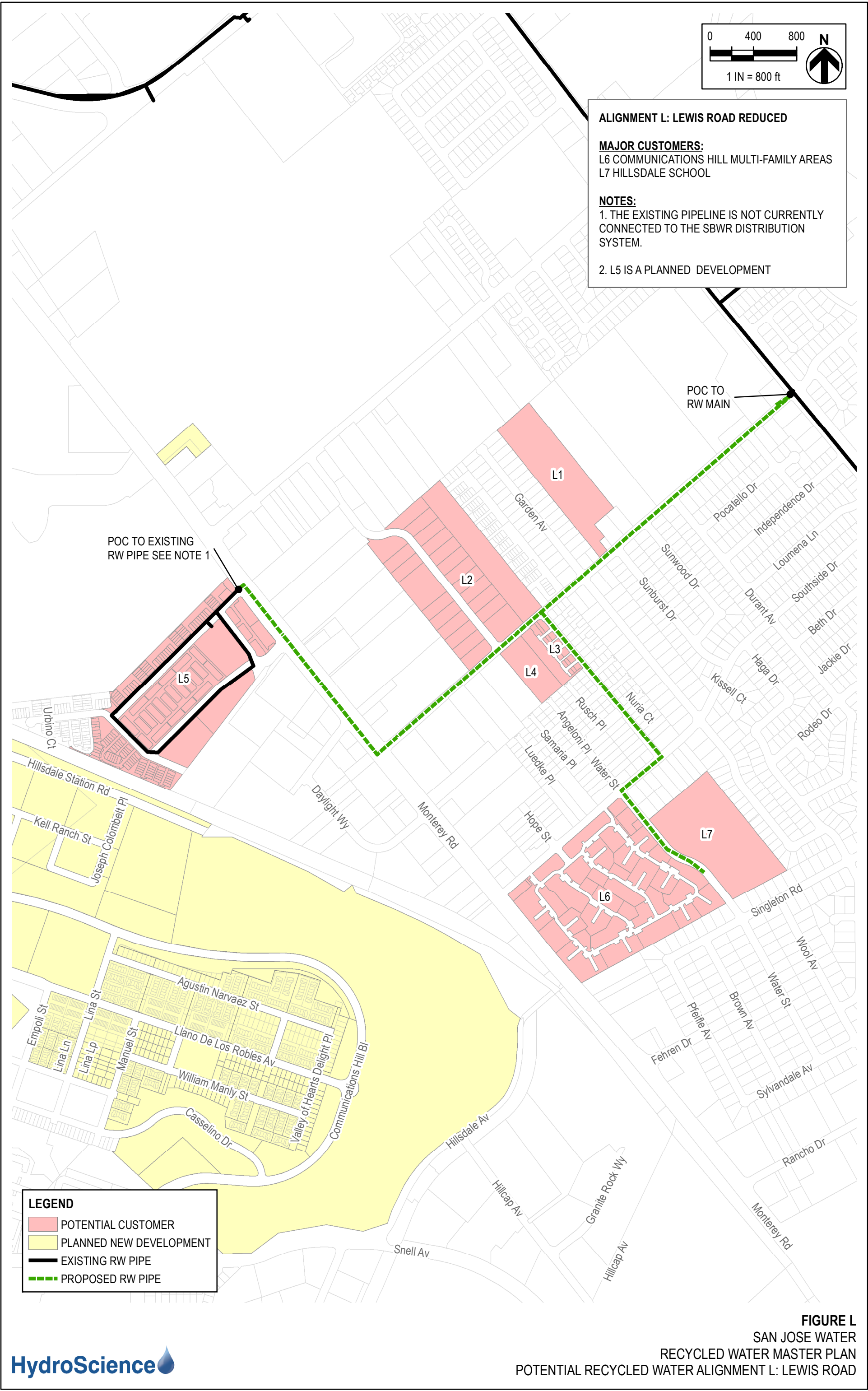
FIGURE E
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
POTENTIAL RECYCLED WATER ALIGNMENT E: MABURY ROAD

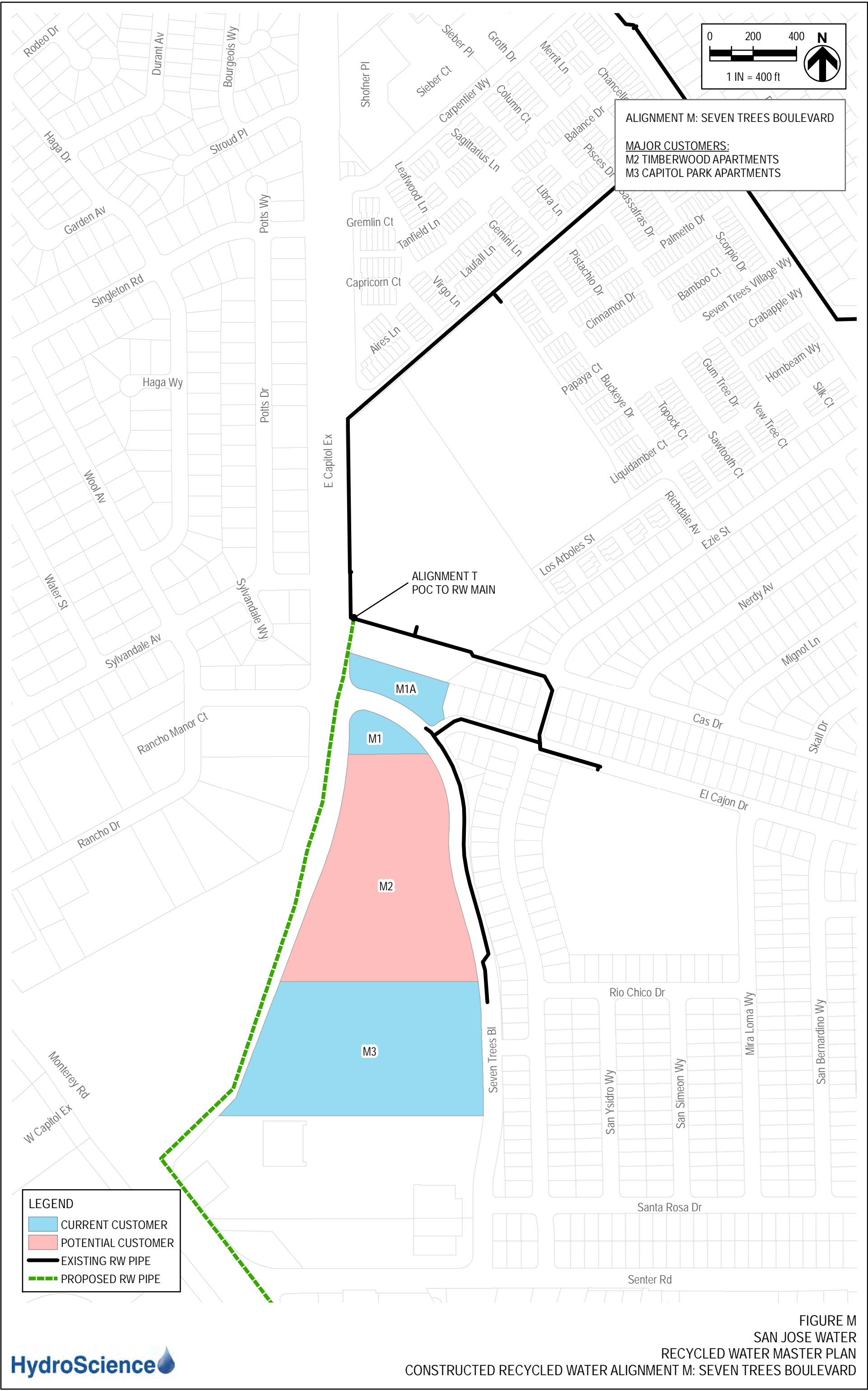












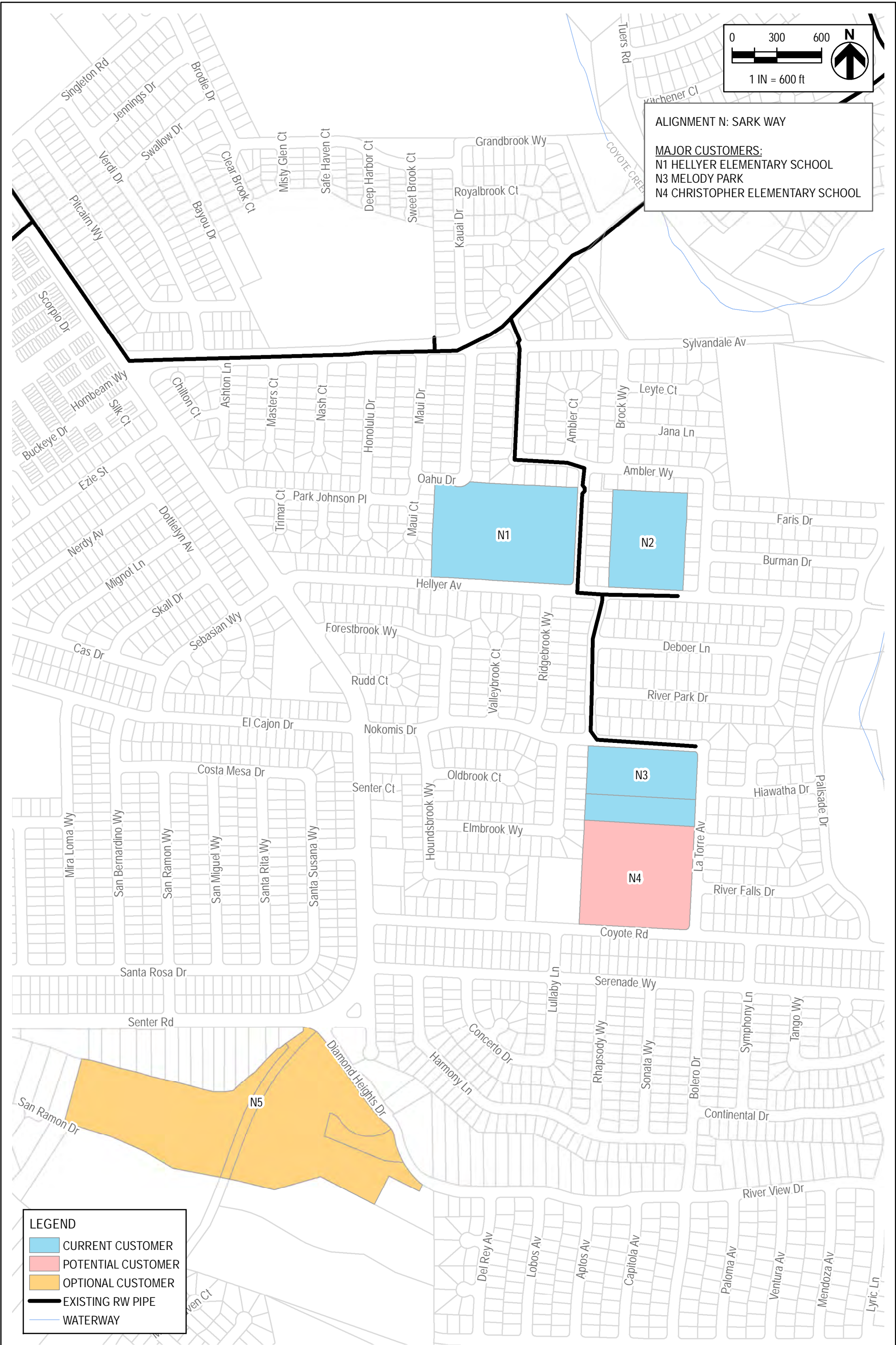
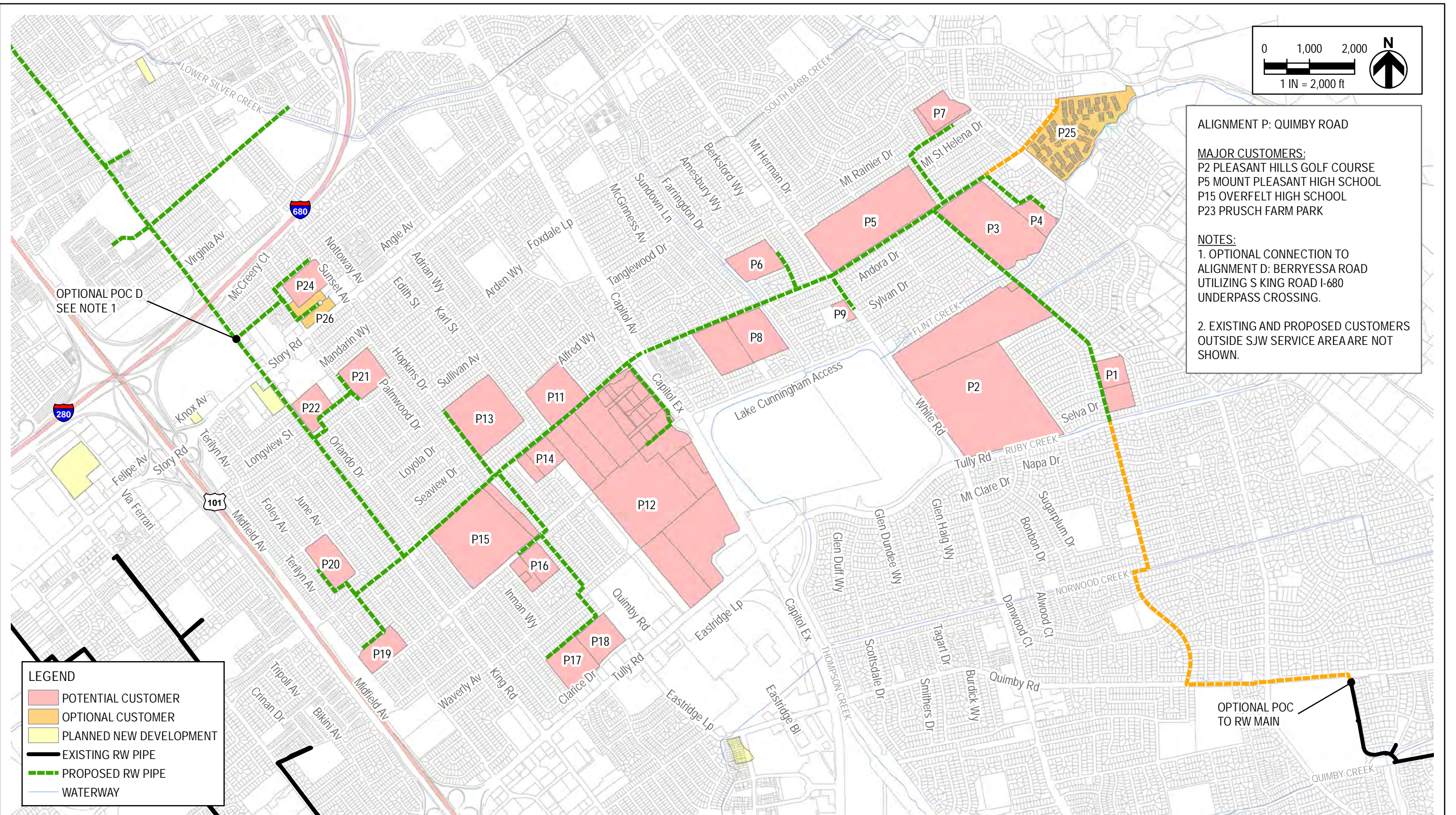


FIGURE N
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
CONSTRUCTED RECYCLED WATER ALIGNMENT N: SARK WAY



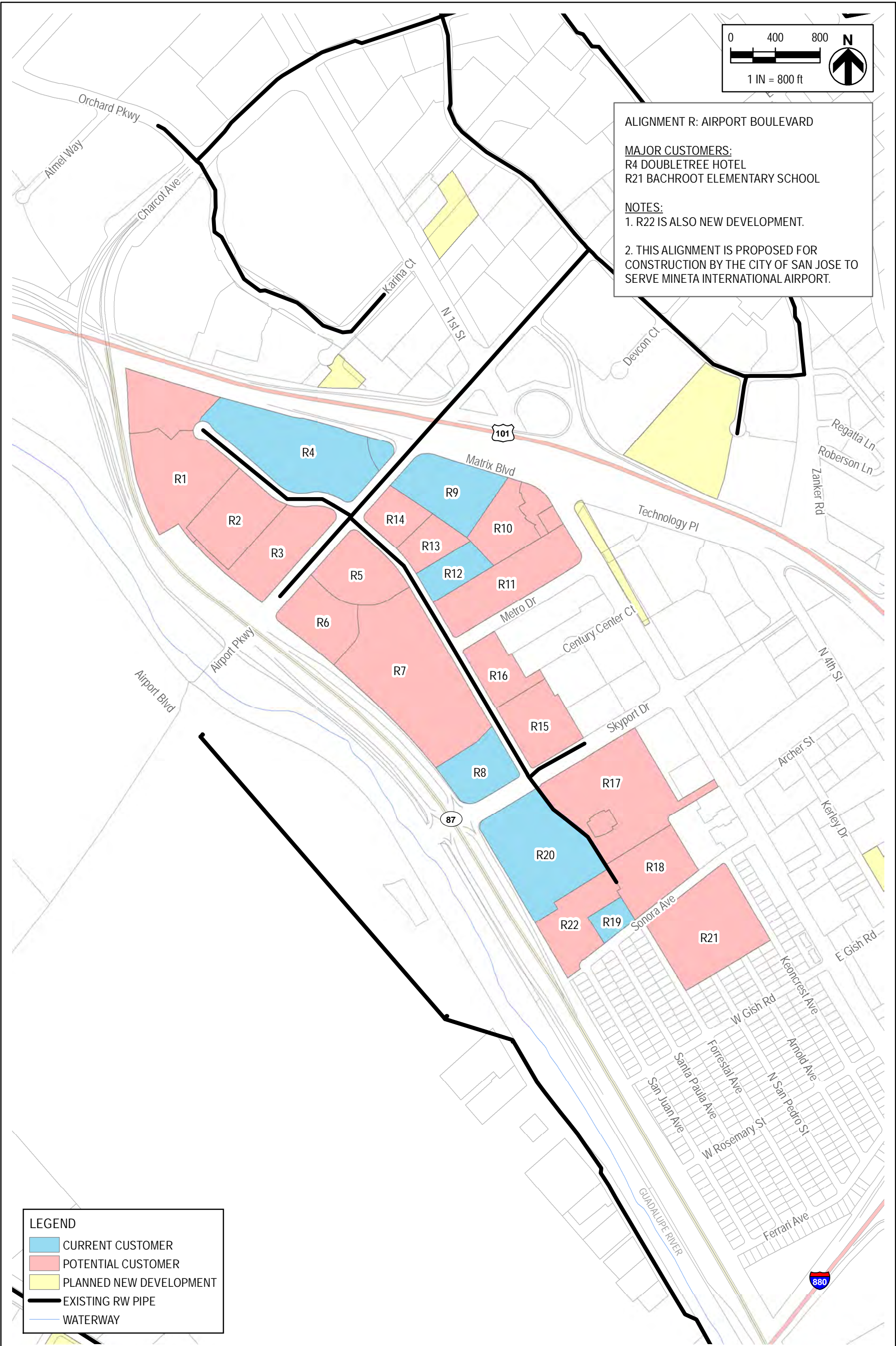
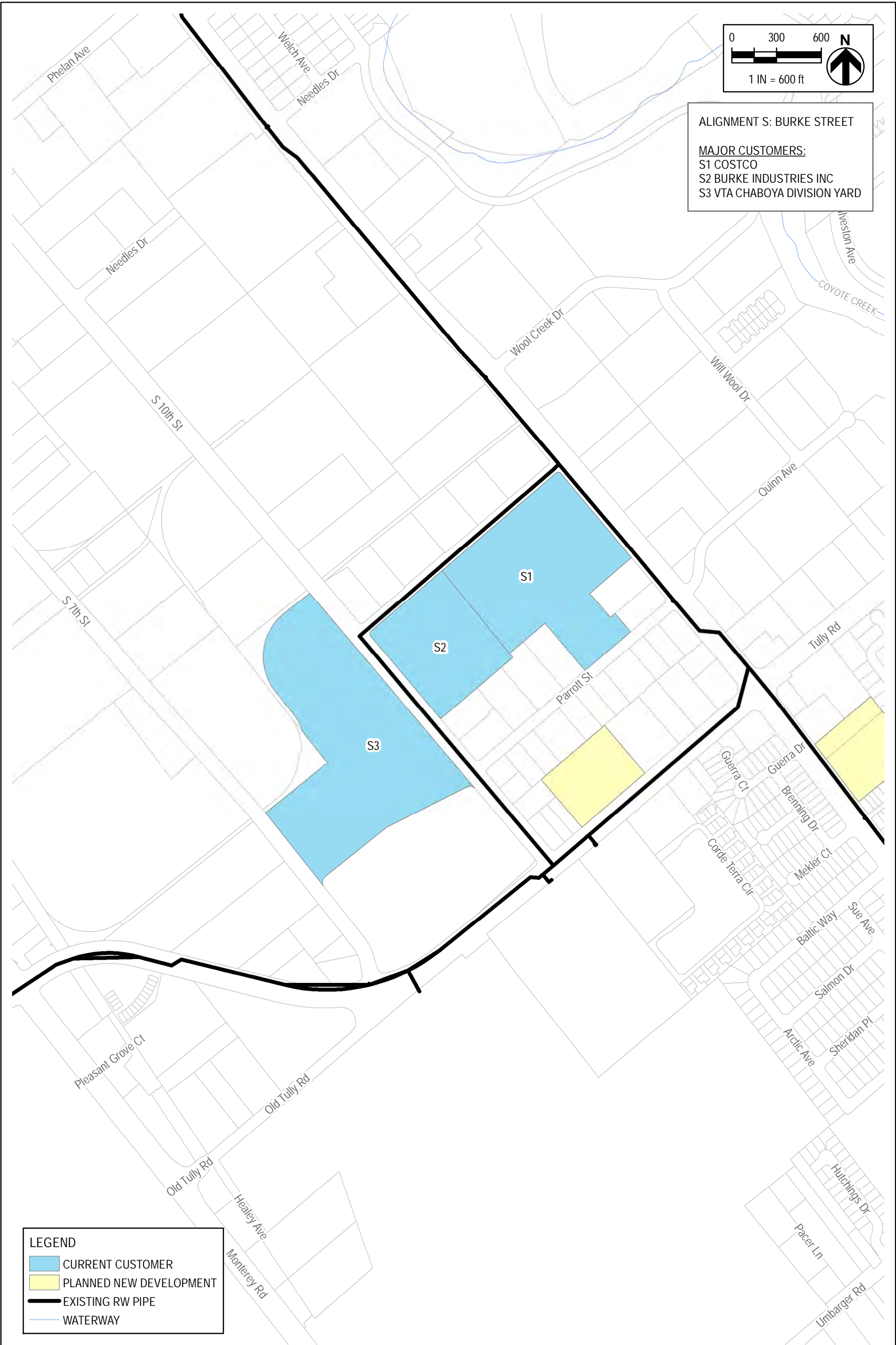
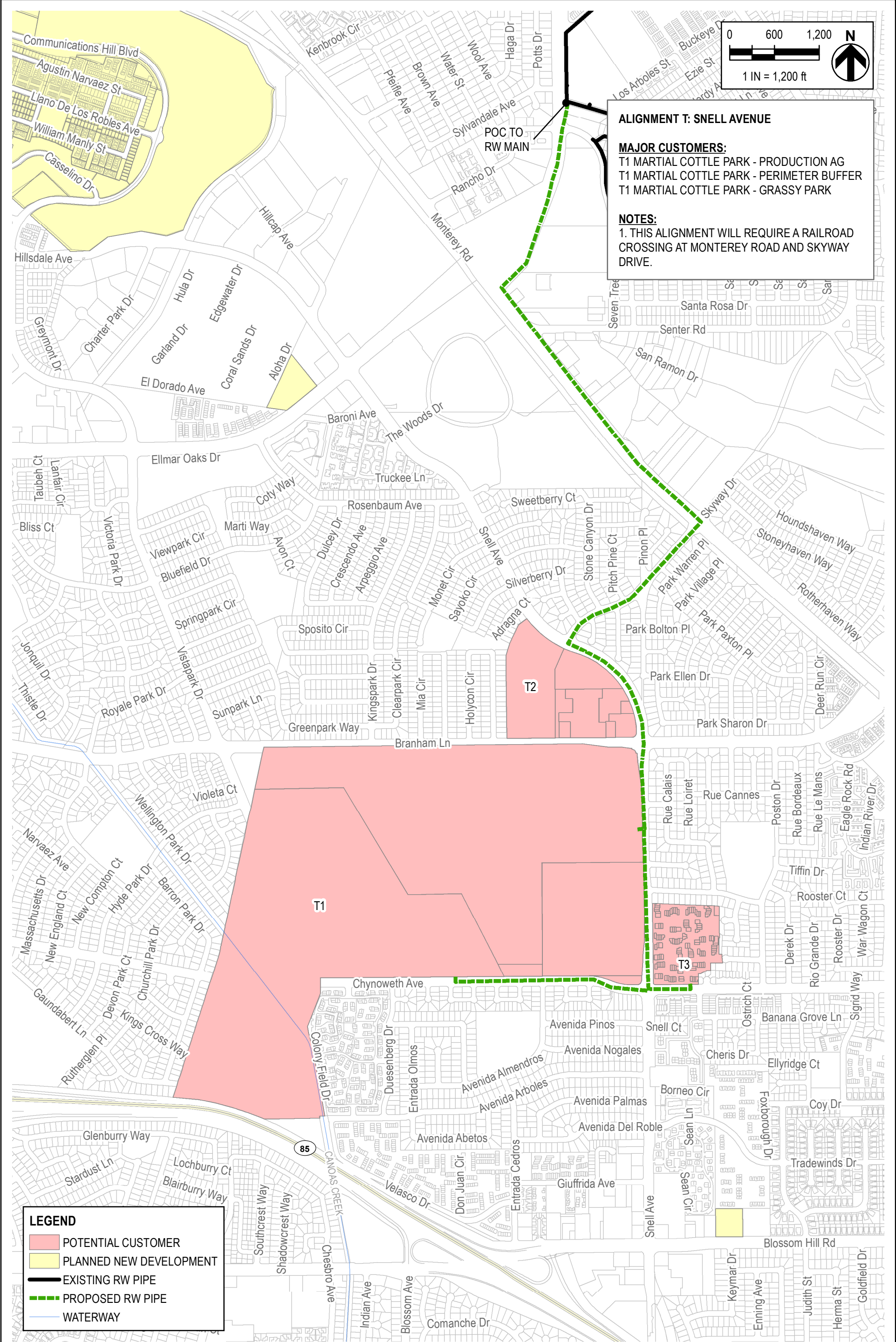


FIGURE R
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
CONSTRUCTED RECYCLED WATER ALIGNMENT R: AIRPORT BOULEVARD





LEGEND

- POTENTIAL CUSTOMER
- PLANNED NEW DEVELOPMENT
- EXISTING RW PIPE
- PROPOSED RW PIPE
- WATERWAY

ALIGNMENT T: SNELL AVENUE

MAJOR CUSTOMERS:
T1 MARTIAL COTTLE PARK - PRODUCTION AG
T1 MARTIAL COTTLE PARK - PERIMETER BUFFER
T1 MARTIAL COTTLE PARK - GRASSY PARK

NOTES:
1. THIS ALIGNMENT WILL REQUIRE A RAILROAD CROSSING AT MONTEREY ROAD AND SKYWAY DRIVE.

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APPENDIX B
San Jose Water
Recycled Water Master Plan – 2022 Update
Recycled Water Market Assessment

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Alignment A: Charcot Avenue

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
78	34	107.4	Total Sites					377.6		57.5	258.6	230,800.0	579,000.0	1,005.2
1		0.0	237-28-011	Commercial		2200 to 2300	Zanker Rd	11.8	15%	1.8	8.0	7,100	17,800	31
2	Yes	2.9	237-28-058, 059	Commercial	City Team Ministries	2302, 2304, and 2306	Zanker Rd	4.3	15%	0.7	2.9	2,600	6,500	11
3		0.0	237-28-044	Commercial		2308	Zanker Rd	3.5	15%	0.5	2.4	2,100	5,300	9
4		0.0	237-28-013	Commercial		2350	Zanker Rd	3.0	15%	0.5	2.1	1,800	4,500	8
5		0.0	237-28-037	Commercial		2360	Zanker Rd	4.0	15%	0.6	2.7	2,400	6,000	10
6	Yes	2.0	237-28-038	Commercial		2390	Zanker Rd	3.0	15%	0.4	2.0	1,800	4,500	8
7	Yes	3.2	237-28-049	Commercial		2450 to 2460	Zanker Rd	4.8	15%	0.7	3.2	2,900	7,300	13
8	Yes	1.6	237-22-090	Commercial	Valley Creative Center	235 to 245	Charcot Ave	2.3	15%	0.3	1.6	1,400	3,500	6
9	Yes	1.2	237-22-091	Commercial	Valley Creative Center	2235 and 2249	Zanker Rd	1.8	15%	0.3	1.2	1,100	2,800	5
10	Yes	1.4	237-22-092	Commercial	Valley Creative Center	2380 and 2390	Bering Dr	2.1	15%	0.3	1.4	1,300	3,300	6
11	Yes	3.9	237-22-076	Commercial	Bering-Zanker Business Park	2329 to 2333	Zanker Rd	5.7	15%	0.9	3.9	3,400	8,500	15
12		0.0	237-22-083	Commercial		2355	Zanker Rd	2.7	15%	0.4	1.8	1,600	4,000	7
13	Yes	2.6	237-22-082	Commercial	Zanker-Component Business Park	2375 to 2391	Zanker Rd	3.8	15%	0.6	2.6	2,300	5,800	10
14	Yes	5.4	237-22-081	Commercial	Prologis 1	2411 to 2465	Zanker Rd	8.0	15%	1.2	5.4	4,800	12,000	21
15	Yes	12.7	237-22-C01	Commercial	Silicon Valley Center	2540-2590	N 1st St	18.8	15%	2.8	12.7	11,300	28,300	49
16	Yes	3.7	237-22-061	Commercial	M.E. Fox & Company, Inc.	110-128	Component Dr	5.5	15%	0.8	3.7	3,300	8,300	14
17		0.0	237-22-066	Commercial		2460 and 2480	N 1st St	7.2	15%	1.1	4.9	4,400	11,000	19
18	Yes	1.3	237-22-095	Commercial	Valley Creative Center	225 and 231	Charcot Ave	2.0	15%	0.3	1.3	1,200	3,000	5
19	Yes	1.1	237-22-094	Commercial	Valley Creative Center	2340 to 2350	Bering Dr	1.7	15%	0.2	1.1	1,000	2,500	4
20	Yes	1.3	237-22-093	Commercial	Valley Creative Center	2360 and 2370	Bering Dr	1.9	15%	0.3	1.3	1,100	2,800	5
21	Yes	5.9	237-22-077	Commercial	Bering-Zanker Business Park	2305 to 2371	Bering Dr at Charcot	8.8	15%	1.3	5.9	5,300	13,300	23
22	Yes	6.3	237-22-078	Commercial	County Training/Conference Ctr	2310 and 2314	N 1st St at Charcot	9.3	15%	1.4	6.3	5,600	14,000	24
23		0.0	237-11-070	Commercial		2191/2199	Zanker Rd	2.7	15%	0.4	1.8	1,600	4,000	7
24		0.0	237-11-069	Commercial	PEERY/ARRILLAGA	150	Charcot Ave	2.8	15%	0.4	1.9	1,700	4,300	7
25		0.0	237-17-124	Commercial		138 and 142	Charcot at Bering	1.6	15%	0.2	1.1	1,000	2,500	4
26		0.0	237-17-123	Commercial		118	Charcot Ave	1.8	15%	0.3	1.2	1,100	2,800	5
27		0.0	237-17-142	Commercial		2290	N 1st St at Charcot	2.9	15%	0.4	2.0	1,800	4,500	8
28	Yes	2.4	237-29-012	Industrial	Prologis 2	2140-2156	Zanker Rd	5.4	10%	0.5	2.4	2,200	5,500	10
29	Yes	4.0	237-29-022	Industrial	Prologis 3	2118-2138, 2070-2082,and 2086-2110	Zanker Rd	9.0	10%	0.9	4.0	3,600	9,000	16
30	Yes	5.5	237-29-019	Industrial	Prologis 4	2012-2054	Zanker Rd	12.2	10%	1.2	5.5	4,900	12,300	21
31		0.0	237-09-104	Commercial		1920/1922	Zanker Rd	2.4	15%	0.4	1.6	1,500	3,800	7
32		0.0	237-09-105	Commercial		1940/1942	Zanker Rd	2.2	15%	0.3	1.5	1,300	3,300	6
33		0.0	237-09-106	Commercial		1960/1964	Zanker Rd	2.2	15%	0.3	1.5	1,300	3,300	6
34		0.0	237-09-107	Commercial		1980/1982	Zanker Rd	2.6	15%	0.4	1.8	1,600	4,000	7
35	Yes	2.8	23711073, 074	Commercial	GP Zanker	2121/2125	Zanker Rd	4.2	15%	0.6	2.8	2,500	6,300	11
36		0.0	237-11-053	Commercial		2075	Zanker Rd	4.2	15%	0.6	2.8	2,500	6,300	11
37	Yes	1.3	237-11-054	Commercial	March Development Co	2043/2047	Zanker Rd	1.9	15%	0.3	1.3	1,200	3,000	5
38	Yes	1.8	237-11-055	Commercial	March Development	271/291	E Brokaw Rd	2.6	15%	0.4	1.8	1,600	4,000	7
39		0.0	237-11-058	Commercial	MP PARTNERSHIP	111/151	E Brokaw Rd	4.1	15%	0.6	2.8	2,500	6,300	11
40	Yes	1.7	237-16-059	Commercial	Sanmina	227	Devcon Dr	2.5	15%	0.4	1.7	1,500	3,800	7
41	Yes	2.0	237-16-060	Commercial	Prologis 5	1841	Zanker Rd	3.0	15%	0.5	2.0	1,800	4,500	8
42	Yes	1.7	237-16-061	Commercial	Prologis 6	1800	Bering Dr	2.6	15%	0.4	1.7	1,600	4,000	7
43	Yes	1.9	237-16-062	Commercial	Millenia Vision/Vascular Architects	1828/1830	Bering Dr	2.9	15%	0.4	1.9	1,700	4,300	7
44	Yes	2.2	237-16-063	Commercial	San Jose Technology Prop LLC	214/220	Devcon Dr	3.2	15%	0.5	2.2	2,000	5,000	9
45	Yes	2.2	237-16-056	Commercial	Samsung Semiconductors	211/217	Devcon Dr	3.3	15%	0.5	2.2	2,000	5,000	9
46		0.0	237-16-057	Commercial	PFC HOLDINGS, INC.	148/150	E Brokaw Rd	3.2	15%	0.5	2.2	1,900	4,800	8
47	Yes	2.4	237-16-066	Commercial	Sonesta (Staybridge Suites)	1605	Crane Court	3.5	15%	0.5	2.4	2,100	5,300	9
48		0.0	237-16-069	Commercial	24hr Fitness, Caltrans	1610	Crane Court	5.8	15%	0.9	3.9	3,500	8,800	15
49		0.0	237-16-071	Commercial	Bay 101		Bering Dr	10.1	15%	1.5	6.8	6,100	15,300	27
49a		0.0	237-16-071	Commercial	Bay 101		Bering Dr	8.8	15%	1.3	5.9	5,300	13,300	23
50		0.0	237-17-091, 092	Commercial		97	E Brokaw Rd	2.9	15%	0.4	2.0	1,700	4,300	7
51		0.0	237-17-102	Commercial		2075	Bering Dr	2.3	15%	0.3	1.6	1,400	3,500	6

Alignment A: Charcot Avenue

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
52		0.0	237-17-101	Commercial		2081	Bering Dr	1.6	15%	0.2	1.0	900	2,300	4
53		0.0	237-17-099	Commercial		2109	Bering Dr	1.2	15%	0.2	0.8	700	1,800	3
54		0.0	237-17-157, 165	Commercial		2150	N 1st St	4.9	15%	0.7	3.3	2,900	7,300	13
55		0.0	237-17-156	Commercial		2151 to 2169	Bering Dr	1.4	15%	0.2	1.0	900	2,300	4
56		0.0	101-04-005	Commercial	ebay	2211	N 1st St	30.5	15%	6.8	30.5	27,200	68,000	118
57		0.0	101-03-003	Commercial	BEA Systems, Inc.	2315	N 1st St	10.1	15%	1.5	6.8	6,100	15,300	27
58		0.0	101-03-005	Commercial	Symmertricom, Inc.	2300	Orchard Parkway	5.8	15%	0.9	3.9	3,500	8,800	15
59	Yes	10.1	101-03-004	Commercial	Apple	2325	Orchard Parkway	14.9	15%	2.2	10.1	9,000	22,500	39
60		0.0	101-04-004	Commercial	ebay		Charcot at O'Nel	14.4	15%	2.2	9.7	8,700	21,800	38
61		0.0	101-04-007	Commercial	Atmel Corporation	2125	O'Nel Dr	4.7	15%	0.7	3.2	2,800	7,000	12
62		0.0	101-04-006	Commercial	Proxim Wireless Corporation	2115	O'Nel Dr	5.0	15%	0.7	3.4	3,000	7,500	13
63		0.0	101-05-001	Commercial	MODEL STUDIO THE	104/106	Karina Court	0.4	15%	0.1	0.3	200	500	1
64		0.0	101-05-002	Commercial			Karina Court	1.0	15%	0.2	0.7	600	1,500	3
65		0.0	101-05-003	Commercial	CB TOOL & SUPPLY INC	90	Karina Court	1.0	15%	0.2	0.7	600	1,500	3
66		0.0	101-05-004	Commercial	Bayshore Plaza	2107	N 1st St	3.6	15%	0.5	2.4	2,100	5,300	9
67		0.0	237-11-058	Commercial		111 to 151	E Brokaw Rd at Bering	1.5	15%	0.2	1.0	900	2,300	4
68	Yes	4.7	237-11-059	Commercial		2022 to 2068	Bering Dr	7.0	15%	1.1	4.7	4,200	10,500	18
69		0.0	237-11-C001, 237-11-072	Commercial	Pomfret Estates Inc.	2124	Bering Dr	3.7	15%	0.5	2.5	2,200	5,500	10
70	Yes	1.8	237-11-066	Commercial	Dollinger Properties	2140/2150	Bering Dr	2.7	15%	0.4	1.8	1,600	4,000	7
71	Yes	1.5	237-11-071	Commercial	Dollinger Properties	2180/2192	Bering Dr	2.3	15%	0.3	1.5	1,400	3,500	6
72		0.0	237-11-116	Commercial			Remuda Lane & Zanker Rd	0.7	15%	0.1	0.5	400	1,000	2
73	Yes	0.8	237-12-115	Commercial	WEMA, Inc.	1670	Zanker Rd	1.2	15%	0.2	0.8	700	1,800	3
75		0.0	237-16-074	Commercial			Bering Dr	8.2	15%	1.2	5.5	4,900	12,300	21
76		0.0	237-22-050	Commercial	DHL Solutions	450	E Trimble Rd	5.5	15%	0.8	3.7	3,300	8,300	14
77		0.0	237-28-048, 050	Commercial		535	535 Brennan St	1.5	15%	0.2	1.0	900	2,300	4
78		0.0	237-28-023, 024	Commercial	Spicemart	510	E Trimble Rd	8.0	15%	1.2	5.4	4,800	12,000	21

Alignment C: Oakland Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
126	57	341.2	Total Sites					930.8		144.8	651.0	581,200.0	1,456,200.0	2,528.1
1	Yes	9.7	241-17-001 to -009	Commercial	PS Business Park	1150	Murphy Ave	14.4	15%	2.2	9.7	8,700	21,800	38
2		0.0	237-03-061, -069	Commercial			E Brokaw Rd at Oakland Rd	8.2	15%	1.2	5.5	4,900	12,300	21
3		0.0	244-37-002 to-010, -015	Commercial	North Park Plaza	1702 to 1710	Old Oakland Rd	11.4	15%	1.7	7.7	6,900	17,300	30
4		0.0	244-21-052, -056, -060 244-37-009	HDR	Willow Lake	1331 to 1365	Murphy Ave	21.6	20%	4.3	19.4	17,400	43,500	76
5		0.0	244-28-C01 to C03	HDR			Oakl& Rd at Juneau Way	14.4	20%	2.9	13.0	11,600	29,000	50
6		0.0	244-35-C01	HDR	Rosewood Condominiums		McKay Dr & Ringwood Ave	9.7	20%	1.9	8.8	7,800	19,500	34
7	Yes	4.3	244-20-C01	Industrial	Business Park	1710-1726	Ringwood Ave	9.6	10%	1.0	4.3	3,900	9,800	17
8		0.0	244-20-043	HDR	Woodland Meadows	1715 to 1777	Murphy Ave	14.3	20%	2.9	12.9	11,500	28,800	50
9		0.0	244-49-C01 to -C09, 244-45-010 to -015, C03	HDR			McKay Dr at Ringwood	3.0	20%	0.6	2.7	2,400	6,000	10
10	Yes	4.2	244-45-016	Park	Gran Paradiso Park		McKay Dr	1.2	75%	0.9	4.2	3,700	9,300	16
11		0.0	244-45-C01 to C15, -017 to -028, -046-C001 to -C05	HDR			McKay Dr at Lundy	14.0	20%	2.8	12.6	11,200	28,000	49
12	Yes	3.0	244-20-006	Industrial	Equinix, MySQL, Inc., CGI AMS, Inc.	1735	Lundy Ave	6.8	10%	0.7	3.0	2,700	6,800	12
12.1	Yes	3.2	244-20-005	Commercial	Open lot	1703	Lundy Ave	4.8	15%	0.7	3.2	2,900	7,300	13
13		0.0	244-36-008 and -C08	HDR	Coyote Estates		Morning Star Dr & Murphy Ave	6.9	20%	1.4	6.2	5,500	13,800	24
14	Yes	7.0	244-21-039	HDR	Rincon de los Esteros	1776	Old Oakland Rd	7.7	20%	1.5	7.0	6,200	15,500	27
15		0.0	244-27-C01	HDR			Ringwood at Charishma Way	3.6	20%	0.7	3.2	2,900	7,300	13
16		0.0	244-19-033	Industrial	VLSI Technology, Inc.	1101	McKay Dr	3.4	10%	0.3	1.5	1,300	3,300	6
17	Yes	3.5	244-19-052	Industrial	Synaptics	1109, 1151, 1251	McKay Dr	7.8	10%	0.8	3.5	3,100	7,800	14
18	Yes	4.4	244-19-043, -044, -045	Industrial	Lundy Professional Center	1865, 1875, 1885	Lundy Ave	9.7	10%	1.0	4.4	3,900	9,800	17
19	Yes	8.4	244-19-012	Industrial	Lundy Business Complex	1911 to 1955	Lundy Ave	18.6	10%	1.9	8.4	7,500	18,800	33
20	Yes	2.4	244-19-019	Industrial	Business Park	1110 to 1120	Ringwood Court	5.3	10%	0.5	2.4	2,100	5,300	9
21	Yes	1.7	244-19-020	Industrial	Business Park	1130	Ringwood Court	3.8	10%	0.4	1.7	1,500	3,800	7
22A	Yes	4.5	244-19-021	Industrial	Silicon Valley Research Center	1140 to 1150	Ringwood Court	10.0	10%	1.0	4.5	4,000	10,000	17
23	Yes	3.7	244-19-030, -031	Industrial	Zoll (formerly Sanmina)	2000	Ringwood Court	8.2	10%	0.8	3.7	3,300	8,300	14
24		0.0	244-19-041	Industrial	Supracor, Medical Divison	2040 to 2060	Corporate Court	8.6	10%	0.9	3.8	3,400	8,500	15
25	Yes	1.2	244-19-048, 049, 24419C01	Industrial	Dollinger Properties-Ringwood Ventures	2030 to 2070	Ringwood Ave	2.6	10%	0.3	1.2	1,000	2,500	4
25A	Yes	0.8	244-19-035	Industrial	Dunn Corporate Center	2030 to 2070	Ringwood Ave	1.7	10%	0.2	0.8	700	1,800	3
26		0.0	244-19-039, -040	Industrial	Dunn Corporate Center	2030 to 2070	Ringwood Ave	3.4	10%	0.3	1.5	1,400	3,500	6
27	Yes	2.7	244-19-003, -004	Industrial	March Development	1940/1960	Concourse Dr	5.9	10%	0.6	2.7	2,400	6,000	10
28		0.0	244-19-006	Industrial	Excelsior Manufacturing, Inc., Altierre Corporation	1980 to 1998	Concourse Dr	3.9	10%	0.4	1.8	1,600	4,000	7
29		0.0	244-19-042	Industrial	MultiGen-Paradigm Corporation	2044	Concourse Dr	3.5	10%	0.4	1.6	1,400	3,500	6
30		0.0	244-19-008	Industrial	Transgenomic, Inc.	2030	Concourse Dr	3.5	10%	0.3	1.6	1,400	3,500	6
31	Yes	1.8	244-19-009	Industrial	California School Employees Association	2045	Lundy Ave	4.0	10%	0.4	1.8	1,600	4,000	7
32	Yes	1.6	244-43-009	Industrial	Venture Commerce Center	2200	Ringwood Ave	3.5	10%	0.4	1.6	1,400	3,500	6
33		0.0	244-18-011	Industrial	Wafer Reclaim Services, Inc., Silicon Valley Group	2240	Ringwood Ave	4.6	10%	0.5	2.1	1,800	4,500	8
34		0.0	244-18-012	Industrial	Fortune Technology Park	1710	Fortune Dr	4.8	10%	0.5	2.1	1,900	4,800	8
35	Yes	1.9	24418043, 044	Industrial	Dollinger Properties	1991	Concourse Dr,	4.1	10%	0.4	1.9	1,700	4,300	7
36	Yes	1.8	244-18-007	Industrial	Accutest	2105 to 2125	Lundy Ave	4.0	10%	0.4	1.8	1,600	4,000	7
37		0.0	244-18-006	Industrial	Peripheral Imaging Corporation	2241	Lundy Ave	3.7	10%	0.4	1.7	1,500	3,800	7
38	Yes	2.1	244-18-005 and -034	Industrial	LBA Realty	2090	Fortune Dr	4.6	10%	0.5	2.1	1,900	4,800	8
39	Yes	17.4	244-18-035, to -039, -041, 028, -030, -013	Commercial	Fortune Technology Park		Fortune Dr	25.8	15%	3.9	17.4	15,500	38,800	67
40	Yes	2.8	244-17-006	Industrial	Fortune Business Center	1701 to 1751	Fortune Dr	6.3	10%	0.6	2.8	2,500	6,300	11
41	Yes	1.7	244-17-009	Industrial	Micrel Semiconductor	1849	Fortune Dr	3.7	10%	0.4	1.7	1,500	3,800	7
42		0.0	244-17-013, -014	Industrial	Micrel Semiconductor	1931	Fortune Dr	10.1	10%	1.0	4.6	4,100	10,300	18
43		0.0	244-17-003	Commercial	Business Journal	2001	Fortune Dr	9.4	15%	1.4	6.3	5,700	14,300	25
44		0.0	244-17-002, -012	Industrial	Northern CA Universal Ent	2099	Fortune Dr	1.6	10%	0.2	0.7	600	1,500	3

Alignment C: Oakland Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
45		0.0	244-17-011	Industrial	International Business Park	2150	Trade Zone Blvd	1.9	10%	0.2	0.9	800	2,000	3
46	Yes	5.6	237-03-083, 084	Commercial	Brokaw Plaza	1075	E Brokaw Rd	8.3	15%	1.2	5.6	5,000	12,500	22
47		0.0	237-03-007, 024, 044, 064	Commercial	Oakland Rd Self Storage	1799	Oakland Rd	4.7	15%	0.7	3.2	2,900	7,300	13
48	Yes	6.7	237-03-039, 041	Commercial	Santa Clara County Board of Education	1290	Ridder Park Dr	9.9	15%	1.5	6.7	6,000	15,000	26
49	Yes	6.6	237-03-071	Commercial	LSI Corporation	1310 to 1320	Ridder Park Dr	9.8	15%	1.5	6.6	5,900	14,800	26
50	Yes	2.4	237-03-059	Commercial	Ridder Park Association	1360 to 1362	Ridder Park Dr	3.5	15%	0.5	2.4	2,100	5,300	9
51		0.0	237-03-066 to -068, -078 to -079	Commercial	Mentor Graphics	1001	Ridder Park Dr	13.6	15%	2.0	9.1	8,200	20,500	36
52	Yes	3.5	237-03-049, -077	Commercial	Super Micro Computer, Inc.	1797, 1781 to 1785	Fox Dr	5.1	15%	0.8	3.5	3,100	7,800	14
53		0.0	237-03-076	Commercial	Aspect Communications	1730	Fox Dr	5.1	15%	0.8	3.4	3,100	7,800	14
54		0.0	237-03-075, -057	Commercial	Teradyne, Inc., Super Micro Computer, Inc.	1321	Ridder Park Dr	2.9	15%	0.4	1.9	1,700	4,300	7
55	Yes	3.5	237-03-057	Commercial	Super Micro Computer, Inc.	880	Fox Lane	5.1	15%	0.8	3.5	3,100	7,800	14
56	Yes	1.8	237-03-036	Commercial	Resource Area For Teachers	1355	Ridder Park Dr	2.6	15%	0.4	1.8	1,600	4,000	7
57	Yes	4.1	237-15-189	Commercial	Immersion Corporation	801 to 821	Fox Lane	6.1	15%	0.9	4.1	3,700	9,300	16
58	Yes	4.4	237-15-188	Commercial	Itw Texwipe	871	Fox Lane	6.5	15%	1.0	4.4	3,900	9,800	17
59	Yes	30.9	237-15-201, -202	School	Orchard Elementary School	921	Fox Lane	15.3	45%	6.9	30.9	27,600	69,000	120
60		0.0	244-22-029	Industrial	Bell Microproducts	1941	Ringwood Ave	6.7	10%	0.7	3.0	2,700	6,800	12
61		0.0	244-22-027	Industrial	Microland Electronics	1883	Ringwood Ave	2.8	10%	0.3	1.2	1,100	2,800	5
62	Yes	2.4	244-22-024	Industrial	McNeal Enterprises, Inc., Modulus, Inc.	2031 to 2051	Ringwood Ave	5.4	10%	0.5	2.4	2,200	5,500	10
63		0.0	244-22-037 to -041, -C01	Industrial	Ringwood Industrial Center Condominiums	2071	Ringwood Ave	7.5	10%	0.8	3.4	3,000	7,500	13
64		0.0	244-22-033	HDR	Ringwood Industrial Center Condominiums		Vacant Land	7.6	20%	1.5	6.8	6,100	15,300	27
65		0.0	244-23-050	Commercial	Ringwood Business Park	2115 to 2123	Ringwood Ave	10.9	15%	1.6	7.4	6,600	16,500	29
66		0.0	244-23-047, -048, -011 to -014	Industrial	Real Action Paintball/T16 Tactical Systems, Peninsula Metal Fabrication, Traffic Specialist, MacBeath Hardwood Company, Friendly Wholesalers of CA	2215 to 2221	Ringwood Ave	10.7	10%	1.1	4.8	4,300	10,800	19
67		0.0	244-23-046	Industrial	Grainger Industrial Supply	2261	Ringwood Ave	5.6	10%	0.6	2.5	2,200	5,500	10
68	Yes	26.0	244-14-017	Commercial	United States Postal Service	1721 to 1753	Hostetter Rd	38.6	15%	5.8	26.0	23,200	58,000	101
69	Yes	33.5	244-14-002, -014 -015	Industrial	Costco	1709	Automation Parkway	74.5	10%	7.4	33.5	29,900	74,800	130
70		0.0	244-13-017	Industrial	2 Wire, Inc.	1704	Automation Parkway	5.6	10%	0.6	2.5	2,300	5,800	10
71		0.0	244-13-016	Industrial	Komag, Inc.	1710	Automation Parkway	12.6	10%	1.3	5.7	5,100	12,800	22
72	Yes	9.3	244-13-013, -021, - 022	Industrial	Berg & Berg	1750 to 1762, 1764 to 1768	Automation Parkway	20.7	10%	2.1	9.3	8,300	20,800	36
73		0.0	244-13-018	Industrial		1774	Automation Parkway	8.3	10%	0.8	3.7	3,300	8,300	14
74		0.0	244-15-022	Industrial	Lolon, Inc., Coherent, Inc.	1870	Lundy Ave	3.7	10%	0.4	1.6	1,500	3,800	7
75	Yes	1.4	244-15-002	Commercial	KICU TV 36	2102	Commerce Dr	2.1	15%	0.3	1.4	1,200	3,000	5
76	Yes	1.7	244-15-003	Industrial	BD Bioscience	2150	Commerce Dr	3.8	10%	0.4	1.7	1,500	3,800	7
77	Yes	3.6	244-15-020	Commercial	BD Bioscience	2222	Qume Dr	5.4	15%	0.8	3.6	3,200	8,000	14
78	Yes	10.1	244-15-029	Industrial	BD Bioscience	2350	Qume Dr	22.4	10%	2.2	10.1	9,000	22,500	39
80		0.0	244-15-009	Commercial		2360 to 2380	Qume Dr	7.4	15%	1.1	5.0	4,400	11,000	19
81		0.0	244-16A-XXX	HDR			Qume Dr & Fortune Dr	11.6	20%	2.3	10.4	9,300	23,300	40
82		0.0	244-15-012	Industrial	Bay Area Labels	1980	Lundy Ave	1.5	10%	0.1	0.7	600	1,500	3
83		0.0	244-15-013	Industrial	Bay Area Labels, Wave Wireless Corporation, P-Com, Inc.	1996	Lundy Ave	1.4	10%	0.1	0.6	500	1,300	2
84		0.0	244-15-023	Industrial	Advanced Vision Research, Inc.	2201	Qume Dr	2.8	10%	0.3	1.3	1,100	2,800	5
85	Yes	2.2	244-50-C01	Commercial	Lundy Plaza	2050	Concourse Dr	3.3	15%	0.5	2.2	2,000	5,000	9
86	Yes	2.2	244-50-C02	Commercial	Lundy Plaza Condo Phase II	2092	Concourse Dr	3.3	15%	0.5	2.2	2,000	5,000	9
87	Yes	1.9	244-18-026	Commercial	DeVry University	2160	Lundy Ave	2.8	15%	0.4	1.9	1,700	4,300	7
88		0.0	244-18-025	Industrial	Green Circuits, Ricoh Corporation	2361	Qume Dr	2.9	10%	0.3	1.3	1,100	2,800	5
89		0.0	244-18-023	Industrial	C&D Semiconductors	2210	Lundy Ave	2.0	10%	0.2	0.9	800	2,000	3

Alignment C: Oakland Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
90		0.0	244-18-021	Industrial	Telecruz Tech Nuko Info Systems Digital Storm Hanaps Enterprises, AMT International, L&T Precision Engineering, Inc., Florend	2391 to 2395	Qume Dr	2.0	10%	0.2	0.9	800	2,000	3
91		0.0	244-18-024	Industrial		2260	Lundy Ave	2.0	10%	0.2	0.9	800	2,000	3
92	Yes	0.8	244-18-015	Industrial	Micrel, Inc., TOC Author's, Dave Rand Novell Worldwide Sales & Marketing	2180	Fortune Dr	1.9	10%	0.2	0.8	800	2,000	3
93	Yes	1.8	244-18-031, -032	Industrial	Geometrics, Inc.	2190 to 2192	Fortune Dr	3.9	10%	0.4	1.8	1,600	4,000	7
94	Yes	0.9	244-16-031, -005	Industrial	TG Dynamics Group LLC Octant Communications, Inc.	2185	Fortune Dr	2.0	10%	0.2	0.9	800	2,000	3
95	Yes	0.9	244-16-015	Industrial	Wafernet, Inc.	2195	Fortune Dr	2.1	10%	0.2	0.9	800	2,000	3
96		0.0	244-16-014	Industrial	General Dynamics Satcom Tech, Vertexr Si, Initio Corporation	2205	Fortune Dr	2.0	10%	0.2	0.9	800	2,000	3
97		0.0	244-26-001 to -016	HDR		2211	Fortune Dr	2.4	20%	0.5	2.1	1,900	4,800	8
98		0.0	244-16-023	Industrial	Cenco Invest, LLC	2302	Trade Zone Blvd	3.7	10%	0.4	1.6	1,500	3,800	7
99	Yes	2.7	244-25-001 to -012	HDR	Trimble Condo Association	2260 to 2272	Trade Zone Blvd	3.0	20%	0.6	2.7	2,400	6,000	10
100		0.0	244-16-019, -020	Industrial	Circuit Connections, Advantel, Inc.	2310	Lundy Ave	4.2	10%	0.4	1.9	1,700	4,300	7
101		0.0	244-01-023	Commercial	Silicon Valley Data Center	2334	Lundy Place	6.4	15%	1.0	4.3	3,800	9,500	16
102		0.0	244-01-020	Commercial	Union Jobs Clearing House	2350	Lundy Place	4.3	15%	0.7	2.9	2,600	6,500	11
103		0.0	244-01-057	Industrial	MA Labs, Inc.	2075	N Capitol Ave	8.5	10%	0.9	3.8	3,400	8,500	15
104		0.0	244-01-018, -017	Commercial	San Jose Die Casting	2451, 2467, 2475	Autumnvale Dr	3.0	15%	0.5	2.0	1,800	4,500	8
105		0.0	244-01-C01	Commercial		2471	Autumnvale Dr	2.8	15%	0.4	1.9	1,700	4,300	7
106		0.0	244-48-012 to -115	HDR	Autumnvale HOA of San Jose Condominiums	2216	Beech Circle	5.4	20%	1.1	4.9	4,300	10,800	19
107		0.0	244-31-C01	HDR	Woodside Park Condominiums		Trade Zone Blvd & Alveswood Circle	3.7	20%	0.7	3.3	3,000	7,500	13
108		0.0	092-01-016	HDR	Elena Gardens Apartments	1902 to 1984	Lakewood Dr	6.9	20%	1.4	6.2	5,600	14,000	24
109	Yes	12.6	092-38-058	Park	Northwood Park		Autumn & St. John St	3.7	75%	2.8	12.6	11,200	28,000	49
110	Yes	19.1	092-03-001	School	Northwood Elementary School	2760	E Trimble Rd	9.4	45%	4.3	19.1	17,100	42,800	74
111	Yes	1.6	092-01-018	HDR	Lakewood Court Apartments	1953	Via Reggio Court	1.8	20%	0.4	1.6	1,400	3,500	6
112		0.0	092-01-020	Commercial	Cropley Center	1910	N Capitol Ave	1.7	15%	0.2	1.1	1,000	2,500	4
113		0.0	244-18-C01	HDR			Trade Zone at Autumnvale	1.8	20%	0.4	1.6	1,500	3,800	7
114	Yes	2.2	244-32-C01	HDR	Cherry Glen Condominiums		Cropley Ave & Jubilee Lane	2.4	20%	0.5	2.2	2,000	5,000	9
115		0.0	244-02-041	HDR	Trade Zone Village Apartments	1860 to 2465	Trade Zone Circle	3.6	20%	0.7	3.2	2,900	7,300	13
116	Yes	10.0	241-18-C01, C02	HDR	Shadow Wood Condominiums		Townsend Ave & Park Entrance Dr	11.1	20%	2.2	10.0	8,900	22,300	39
117	Yes	21.4	241-37-012, -013, -014	Park	Townsend Park		Townsend Park Circle	6.3	75%	4.8	21.4	19,100	47,800	83
118	Yes	7.8	241-37-005 to -011	HDR	Amberwood Apartments	1543	Ambergrove Lane	8.7	20%	1.7	7.8	7,000	17,500	30
119		0.0	241-31-C01	HDR	Silverado Green Condominiums		Townsend Park Circle at Araujo St	16.6	20%	3.3	15.0	13,400	33,500	58
121		0.0	245-44-010	Commercial		1579 to 1701	Frost Dr	7.8	15%	1.2	5.3	4,700	11,800	20
122		0.0		Industrial			Ringwood Ave and Trade Zone Blvd	3.1	10%	0.3	1.4	1,200	3,000	5
123		0.0		HDR			N Capitol Ave & Trade Zone Blvd	18.6	20%	3.7	16.7	14,900	37,300	65
132		0.0	244-33-C01, -C02	HDR	Tradan Springs Condominiums		Tradan Dr & Lagoon Way	4.0	20%	0.8	3.6	3,200	8,000	14
133		0.0	237-36-C01 to C12	HDR			Foxglove Pl	20.2	20%	4.0	18.2	16,200	40,500	70
136		0.0	589-01-042	HDR	The Verandas Apartments	1868	N Capitol Ave	3.8	20%	0.8	3.4	3,000	7,500	13
Optional Customers														
120			241-25-C01	HDR		1503 to 1645	Thornbriar Dr	6.5	20%	1.3	5.8	5,200	13,000	23
124		0	237-03-027	Commercial	Quest Discovery Services	981	Ridder Park Dr	1.0	15%	0.2	0.7	600	1,500	0
125		0	237-03-026	Commercial	Mentor Graphics	880	Ridder Park Dr	5.7	15%	0.9	3.8	3,400	8,500	15
126		0	237-03-061	Commercial	County of Santa Clara Department of Child Support Services	1040	E Brokaw Rd	5.5	15%	0.8	3.7	3,300	8,300	14
127		0	245-16-047 and -002	Park	Flickinger Park	1500	Flickinger Ave	14.4	75%	10.8	48.6	43,400	108,500	188

Alignment C: Oakland Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
128		0	244-03-044 to -084	HDR	Brooktree Square Condominiums	1715	Flickinger Ct.	2.6	20%	0.5	2.4	2,100	5,300	9
129		0	244-04-021	Park	Brooktree Park		Flickinger & Fallingtree	5.6	75%	4.2	19.0	17,000	42,500	74
130		0	244-04-020	School	Brooktree Elementary School	1781	Olivetree Dr	8.6	45%	3.9	17.3	15,500	38,800	67
131		0	245-13-C01	HDR	Wyndham Oaks Condominiums		Four Oaks Circle	7.2	20%	1.4	6.5	5,800	14,500	25
134		0	244-22-047 244-22-066 to 069	Commercial			Old Oakland Rd	13.8	15%	2.1	9.3	8,300	20,800	36
135		0	237-24- 029 to 081 237-25-015 to -114	HDR			Old Oakland Rd	7.2	20%	1.4	6.5	5,800	14,500	25

Alignment D: Berryessa Road (Phase 1+2)

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
26	16	454.1	Total Sites					347.9		119.0	535.3	478,000	1,195,600	2,076
D1A	Yes	72.6	254-17-110, 011	Commercial	Berryessa Bart Station	1620	Berryessa Rd	21.8	30%	16.1	72.6	64,800	162,000	281
2		0.0	254-14-108 to -114	Commercial	North Valley Plaza	1710/1712	Berryessa Rd	3.7	15%	0.5	2.5	2,200	5,500	10
2A	Yes	0.4	254-14-112	Commercial	North Valley Plaza	1670 to 1694	Berryessa Rd	0.6	15%	0.1	0.4	300	800	1
3	Yes	2.3	245-42-029, -030	Commercial	Berryessa Center	1725 to 1745	Berryessa Rd	3.4	15%	0.5	2.3	2,000	5,000	9
4		0.0	245-45-C02, C01	HDR	The Tiffany Place		Erinbrook Place	3.9	20%	0.8	3.5	3,100	7,800	14
5	Yes	1.4	245-38-C01	HDR	WOODLANDS HOA 1	1105-1146	Whirlow Pl	1.6	20%	0.3	1.4	1,300	3,300	6
6	Yes	22.9	245-35-C01	HDR	WOODLANDS HOA 2		Vinci Park Way at Ribisi Ct	25.5	20%	5.1	22.9	20,500	51,300	89
7	Yes	19.4	245-40-035	School	Vinci Park Elementary School	1311	Vinci Park Way	9.6	45%	4.3	19.4	17,300	43,300	75
8	Yes	7.8	245-40-034	Park	Vinci Park		Vinci Park Way & Hikido Dr	2.3	75%	1.7	7.8	7,000	17,500	30
9		0.0	254-14-064	Commercial	Kingberry Center	964 to 998	Lundy Ave	2.4	15%	0.4	1.6	1,400	3,500	6
10	Yes	3.6	254-14-116, -119	HDR	Betty Ann Gardens	945	Lundy Ave	4.0	20%	0.8	3.6	3,200	8,000	14
10A	Yes	0.6	254-14-109	HDR	Casa De Los Amigos	967	Lundy Ave	0.7	20%	0.1	0.6	600	1,500	3
11		0.0	254-17-096	HDR		899	North King Rd	3.2	20%	0.6	2.9	2,600	6,500	11
12		0.0	254-19-041	HDR		750	North King Rd	7.6	20%	1.5	6.8	6,100	15,300	27
16	Yes	192.4	254-05-050, -043, -046, -048, -049	School	Independence High School	1776	Educational Park Dr	95.1	45%	42.8	192.4	171,700	429,300	745
17	Yes	10.3	254-08-046	School	Independence Adult Center	625	Educational Park Dr	5.1	45%	2.3	10.3	9,200	23,000	40
18	Yes	84.2	254-08-009, -056	Park	Overfelt Gardens		Educational Park Dr & McKee Rd	37.4	50%	18.7	84.2	75,200	188,000	326
19		0.0	481-05-036	HDR		2050	McKee Rd at Verde Dr	4.8	20%	1.0	4.3	3,900	9,800	17
20		0.0	481-49-C01 to 54-C01	HDR			Verde Dr at Avenida de Cobre	36.7	20%	7.3	33.0	29,400	73,500	128
21		0.0	481-05-039, -035, -040, -041	Commercial	Regional Medical Center of San Jose	225	North Jackson Ave	33.4	15%	5.0	22.5	20,100	50,300	87
23		0.0	484-55-C01	HDR			Falk Ct	3.3	20%	0.7	2.9	2,600	6,500	11
24		0.0	484-06-011	Commercial		150	N Jackson Ave	1.9	15%	0.3	1.3	1,100	2,800	5
25	Yes	1.9	481-67-C01	HDR	Alexian Square Condos	2240 to 2284	Alexian Dr	2.1	20%	0.4	1.9	1,700	4,300	7
26	Yes	3.4	481-55-C01	HDR	Bernal Grove HOA	94 to106	Jose Figures Ave	3.8	20%	0.8	3.4	3,000	7,500	13
27	Yes	18.2	254-08-027	HDR	El Rancho Verde Apartment Homes	300 to 348	Checkers Dr at Mckee	20.3	20%	4.1	18.2	16,300	40,800	71
28	Yes	12.7	254-09-133	HDR	El Rancho Verde Apartment Homes	303 to 345	Checkers Dr at Mckee	14.2	20%	2.8	12.7	11,400	28,500	49
Optional Customers														
22		0	254-35-C01	HDR			Rinehart Dr at Caribe Way	2.3	20%	0.5	2.1	1,800	4,500	8
39		0	484-02-059. 060, 48459001	HDR	Aviara Apartments	2388	Madden Ave	2.3	20%	0.5	2.1	1,800	4,500	8
41		0	25412004, -010,-011	HDR			Marburg Way & N 33rd St	6.0	20%	1.2	5.4	4,800	12,000	21
44		0	254-14-113	New Development	Berryessa Flea Market (New Development)	12290	Berryessa Rd	53.8	30%	16.1	72.6	64,800	162,000	281

Alignment D: Berryessa Road (Phase 3)

Phase 3												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
11	Total Sites					151.4		97.9	440.4	393,200	983,100	1,706.8
30	481-04-006	Park	Plata Arroyo Park	234	North King Rd	6.8	75%	5.1	23.0	20,500	51,300	89
31	481-18-059, -060	Commercial	Mexican Cultural Heritage Center	1700	Alum Rock at S King	5.2	15%	0.8	3.5	3,200	8,000	14
32	481-17-018	School	San Antonio Elementary School	1855	E San Antonio St	8.2	45%	3.7	16.5	14,800	37,000	64
33	481-46-019	Golf Course	Rancho Del Pueblo Golf Course	1649	Hermocilla Way	30.7	80%	24.6	110.4	98,600	246,500	428
34	481-46-016	Park	Zolezzi Park		King Rd. & Hermocilla Wy	1.7	75%	1.3	5.7	5,100	12,800	22
34	481-16-021	HDR	Villa Hermose	1640	Hermocilla Way	2.2	20%	0.4	2.0	1,800	4,500	8
35	481-29-040	School	Adelante Elementary School	2000	Kammerer Ave	14.1	45%	6.4	28.6	25,600	64,000	111
36	481-24-035, -049	Park	Mayfair Park	290	S Sunset Ave	7.7	75%	5.8	26.0	23,200	58,000	101
37	481-31-001	School	Lee Mathson Middle School	2050	Kammerer Ave	20.3	45%	9.1	41.0	36,600	91,500	159
38	481-39-024	Park	Police Athletic Leauge Park	680	S 34th St	14.2	75%	10.7	48.0	42,800	107,000	186
43	48139025, 026 48139013	Park	P23/Prusch Farm Park	647 King Rd	King Rd.	40.2	75%	30.2	135.6	121,000	302,500	525

Alignment E: Mabury Road

Total of All Phases

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
32	Total Sites					577.7		294.0	1,324.6	1,182,300.0	2,879,800.0	5,329

Phase 1

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
10	Total Sites					233.5		122	550	490,900	1,227,500	2,266
23	599-43-038	School	Millard McCollam Elementary School	3311	Lucian Ave	9.7	45%	4.4	19.6	17,500	43,800	81
24	599-38-038	HDR	Country Club Villa Apartments	3246	Cortese Circle	17.7	20%	3.5	16.0	14,200	35,500	66
25	599-32-002	Golf Course	San Jose Country Club	15571	Alum Rock Avenue (on Toyon)	98.9	80%	79.1	356.5	318,300	795,800	1,476
26	592-01-024	School	East Side Union High School District	830	N. Capitol Avenue	26.3	45%	11.8	53.3	47,600	119,000	221
27	592-19-001	School	Ben Painter Elementary School	500	Rough and Ready Road	(See 27A for combined totals)						
27A	592-19-001	School	William Sheppard Middle School	480	Rough and Ready Road	28.1	45%	12.6	57.0	50,900	127,300	236
28	254-59-001, 32 254-60-001, 45 254-61-001, 40	HDR	Woodleaf Communities	2469	Clear Spring Ct	9.1	20%	1.8	8.2	7,300	18,300	34
37	254-23-C01	HDR			Mabury at Jackson	10.7	20%	2.1	9.6	8,600	21,500	37
38	254-27-C01	HDR			Jackson at Mossdale	27.0	20%	5.4	24.3	21,700	54,300	94
39	254-28-C01	HDR			Mossdale at Sapwood	6.0	20%	1.2	5.4	4,800	12,000	21

Phase 2

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
10	Total Sites					132.0		77	347	309,900	775,000	1,437
6	591-13-021, -022	School	Victor Elementary School	3150	Sierra Rd	9.7	45%	4.4	19.7	17,600	44,000	82
7	591-17-001	School	Piedmont Middle School	955	Piedmont Rd	21.5	45%	9.7	43.6	38,900	97,300	180
8	591-17-020, -014, -018, -18-013, -001, -010	Park	Penitencia Creek County Park		Berryessa Rd at Adams Dr	49.0	75%	36.8	165.6	147,800	369,500	685
9	591-18-014, -015	School	Summerdale Elementary School	1100	Summerdale Elementary School	9.5	45%	4.3	19.3	17,200	43,000	80
10	595-02-009	Park	Noble Park		Noble Ave at Collette Dr	8.9	75%	6.7	30.1	26,900	67,300	125
11	595-02-036	School	Noble Elementary School	3466	Grossmont Dr	10.8	45%	4.9	21.9	19,500	48,800	90
19	595-37-073, 143	HDR	Piedmont Manor HOA	3620	Ivalynn Circle	4.5	20%	0.9	4.1	3,600	9,000	17
20	595-29-044	HDR	Quail Hills Apartments	1260	Piedmont Road	1.8	20%	0.4	1.6	1,400	3,500	6
21	599-10-031	School	Toyon Elementary School	995	Bard Street	10.1	45%	4.5	20.5	18,300	45,800	85
22	599-46-004		Cimarron Park	-	Orange Street	6.2	75%	4.7	21.0	18,700	46,800	87

Phase 3

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
6	Total Sites					128.9		71	320	285,900	657,500	1,219
2	589-09-016, -017, 018	Park	Cataldi Park		Morrill Ave at Cataldi Dr.	32.6	75%	24.5	110.2	98,300	226,100	419
3	587-02-012, 587-03-001	School	Sierramont Middle School	3155	Kimlee Dr	20.3	45%	9.1	41.1	36,700	84,400	156
4	587-16-031	School	Ruskin Elementary School	1401	Turlock	11.6	45%	5.2	23.5	21,000	48,300	90
5	587-10-001	School	Piedmont Hills High School	1377	Piedmont Rd	45.2	45%	20.3	91.7	81,800	188,100	349
29	586-20-036	Park	Berryessa Creek Park	3208	Isadora Dr	11.0	75%	8.3	37.3	33,300	76,600	142
30	586-06-007	School	Majestic Way Elementary School	1855	Majestic Way	8.2	45%	3.7	16.6	14,800	34,000	63

Alignment E: Mabury Road

Phase 4												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
6	Total Sites					83.3		23.8				
31	586-01-031	Church		3110	Cropley Ave	4.2	25%	1.0	4.7	4,200	9,700	18
32	092-17-036	School	Morrill Middle School/Berryessa Youth Center YMCA	1970	Morrill Ave	20.8	45%	9.3	42.1	37,600	86,500	160
33	58602001 to 062 58635001 to 072 58634001 to 061 58603001 to 050 58636001 to 038	HRD			Messina Dr	22.5	20%	4.5	20.3	18,100	41,600	77
34	092-19-011	School	Laneview Elementary School	2095	Warmwood Ln	10.0	45%	4.5	20.2	18,100	41,600	77
35	092-09-001,002, 008 to 014	Commercial	Northwood Square		Northwood Square, Morrill Ave	16.2	15%	2.4	11.0	9,800	22,500	42
36	092-39-C01 092-40-C01	HRD			Amberwood Ln	9.7	20%	1.9	8.7	7,800	17,900	33
Optional Customers												
13	589-29-001	HDR	Somerset Park		Morrill Ave at lone Dr	9.5	20%	1.9	8.6	7,700	19,300	34
14	589-19-041, -043	School	Cherrywood Elementary School	2550	Greengate Dr	9.7	45%	4.4	19.7	17,600	44,000	76
15	245-04-078	HDR			Capitol Ave at Battaglia Cir	8.1	20%	1.6	7.3	6,500	16,300	28
16	591-28-003 to -011	Commercial	Berryessa Hills Shopping Center		Berryessa Rd at Capitol Ave	7.1	15%	1.1	4.8	4,300	10,800	19
17	254-66-001, -002, 29-019	HDR			Capitol Ave at Moorbrook Ave	4.1	20%	0.8	3.7	3,300	8,300	14
18	254-62-001	HDR			Capitol Ave j/s Moorbrook Ave	9.4	20%	1.9	8.5	7,600	19,000	33

Alignment G: East William Street

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
5	5	133.3						52.7		29.6	133.3	119,000	297,700	517
1	Yes	57.7	472-32-011, -012	Park	Selma Olinder Park		Woodborough Drive	17.1	75%	12.8	57.7	51,500	128,800	224
2	Yes	21.1	472-33-007, -010	School	Olinder Elementary School	890	E William Street	10.4	45%	4.7	21.1	18,800	47,000	82
3	Yes	6.2	472-48-C0A	HDR	Autumn Terrace at William HOA		S 22nd Street	6.9	20%	1.4	6.2	5,500	13,800	24
4	Yes	20.0	472-01-022	School	McKinley Elementary School	651	Macredes Ave	9.9	45%	4.5	20.0	17,900	44,800	78
5	Yes	28.3	472-01-007, -023, -024	Park	Martin Park		S 22nd Street	8.4	75%	6.3	28.3	25,300	63,300	110

Alignment H: Tully Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
20	16	365.2	Total Sites					235.3		92.5	416.1	371,700	929,500	1,614
1	Yes	89.4	499-23-007, 497-42-026	Park	Tully Community Ballfields		Sherlock Drive	26.5	75%	19.9	89.4	79,800	199,500	346
2	Yes	0.4	499-23-008	Commercial	Tully Community Library	880	Tully Road	0.7	15%	0.1	0.4	400	1,000	2
3	Yes	22.9	477-61-001 to 112, 477-63-001 to 076, 477-64-001 to 112	HDR	Coyote Creek Condominiums		Summerside Drive, Warfield Way	25.5	20%	5.1	22.9	20,500	51,300	89
4	Yes	19.9	499-23-003, 004	School	Stonegate Elementary School		Sherlock Drive	9.8	45%	4.4	19.9	17,800	44,500	77
4A	Yes	27.5	499-23-005, 006	Park	Stonegate Park		Sherlock Drive	8.1	75%	6.1	27.5	24,500	61,300	106
5	Yes	10.1	477-78-C01	HDR	Greentree Condominiums	995	Tully Road	11.2	20%	2.2	10.1	9,000	22,500	39
6		0.0	477-19-039	HDR		1050	Summerside Drive	22.1	20%	4.4	19.9	17,800	44,500	77
7		0.0	477-19-046	HDR		2079 & 2085	McLaughlin Avenue	4.0	20%	0.8	3.6	3,200	8,000	14
8	Yes	11.6	477-69-C01, -C04	HDR	Summerton Condominiums			12.9	20%	2.6	11.6	10,400	26,000	45
9	Yes	17.7	47759047	School	Meadows Elementary School	1250	Taper Lane	8.7	45%	3.9	17.7	15,800	39,500	69
10	Yes	74.1	477-20-043, -072	School	Yerba Buena High School	1855	Lucretia Avenue	36.6	45%	16.5	74.1	66,100	165,300	287
11	Yes	4.5	477-44-025	HDR	Don De Dios Apartments	987	Fair Avenue	5.0	20%	1.0	4.5	4,000	10,000	17
12	Yes	19.2	477-44-026	School	Kennedy Elementary School	1605	Lucretia Avenue	9.5	45%	4.3	19.2	17,200	43,000	75
13	Yes	32.9	477-57-035	School	J.W. Fair Middle School	1702	McLaughlin Ave	16.3	45%	7.3	32.9	29,400	73,500	128
15	Yes	20.7	477-31-050	School	Santee Elementary School	1215 to 1313	Audubon Drive	10.2	45%	4.6	20.7	18,500	46,300	80
16		0.0	477-46-054	School	Christian Community Academy	1407 to 1523	McLaughlin Avenue	10.8	45%	4.9	21.8	19,500	48,800	85
18	Yes	6.9	477-47-004, 028	Park	McLaughlin Park		Clemence Ave. & McLaughlin	2.1	75%	1.5	6.9	6,200	15,500	27
19	Yes	5.0	477-54-039, -040	HDR	Villa Solera Family Apartment	1385	Lucretia Avenue	5.5	20%	1.1	5.0	4,400	11,000	19
20	Yes	2.4	477-19-071, -072	Commercial	Vietnamese American Community Center/ George Shirakawa Sr. Center	2072	Lucretia Avenue	3.6	15%	0.5	2.4	2,200	5,500	10
21		0.0	477-18-C01	HDR	Deer Field HOA		Deer Meadow Ct	6.2	20%	1.2	5.6	5,000	12,500	22
Optional Customers														
14			477-17-019	Park			Bacchus Drive	4.6	75%	3.4	15.4	13,700	34,300	60
17			477-28-141	HDR		1300 to 1326	Santee Drive	10.7	20%	2.1	9.6	8,600	21,500	37
22			477-43-047	Park	Turtle Rock Park		Boa Vista Drive	0.8	75%	0.6	2.9	2,600	6,500	11
23			477-65-001 to 110	HDR	Santee Condominiums	1353	McQuesten Drive	6.4	20%	1.3	5.8	5,200	13,000	23
24			477-68-001 to 112	HDR	Fairwood Park Condominiums	2454	Balme Drive	2.2	20%	0.4	2.0	1,800	4,500	8
25			499-33-027	HDR		2887	McLaughlin Avenue	3.9	20%	0.8	3.5	3,200	8,000	14
26			499-05-014, 499-07-001, -31-050	Park	Windmill Springs Park		Baysmill & Umbager	8.1	75%	6.0	27.2	24,300	60,800	106
27			499-05-015	School	Windmill Springs Elementary School		Baysmill Court	8.2	45%	3.7	16.5	14,800	37,000	64
28			477-39-001 to 050	HDR	Bellhurst Townhouses		Bellhurst Avenue	1.6	20%	0.3	1.4	1,200	3,000	5

Alignment I: Dolores Avenue

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
3	Total Sites					105.5		19.1	85.9	76,600	191,600	333
1	274-43-035 to -077	Commercial	Valley Fair Mall	2801	Stevens Creek Boulevard	72.3	15%	10.8	48.8	43,500	108,800	189
2	Various	Mixed Use	Santana Row		Santana Row	26.7	20%	5.3	24.0	21,400	53,500	93
3	274-43-001	School	Cory Elementary School	2280	Kenwood Ave	6.5	45%	2.9	13.2	11,700	29,300	51

Alignment J: Saratoga Avenue

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
30	Total Sites					126.5		26.5	119.1	106,300	266,600	463
1	303-25-053	HDR		440	Saratoga Avenue	2.2	20%	0.4	2.0	1,800	4,500	8
2	303-25-057	HDR		446 to 470	Saratoga Avenue	8.9	20%	1.8	8.0	7,200	18,000	31
3	303-25-001, -005	School	Harker School (Main Campus)	500	Saratoga Avenue	15.5	45%	7.0	31.4	28,000	70,000	122
4	303-25-052	Commercial	Go Go Skateboarding Lessons	400	Saratoga Avenue	10.1	15%	1.5	6.8	6,100	15,300	27
5	303-26-055, -056	HDR	ASHTON PLACE		Northlake & Kiely	2.3	20%	0.5	2.1	1,900	4,800	8
6	303-26-027	HDR		397	Boynton Ave	3.1	20%	0.6	2.8	2,500	6,300	11
7	303-28-065	HDR	JRB PROPERTIES	394	Boynton Ave	1.6	20%	0.3	1.4	1,300	3,300	6
8	303-28-069, -068, 067	HDR	SYCAMORE PARK APARTMENTS	398	Boynton Ave	1.9	20%	0.4	1.7	1,500	3,800	7
9	303-28-052	HDR	THE TERRACE APARTMENTS	3615	Greenlee Drive	3.3	20%	0.7	3.0	2,600	6,500	11
9A	303-28-060	HDR	Boynton Brooks Apt	3571 to 3591	Greenlee Drive	(See 9A for combined totals)						
10	303-28-036, -059	Commercial	Boynton Brooks Apt	456	Boynton Ave	1.3	15%	0.2	0.9	800	2,000	3
11	303-28-050, -051	Commercial	ORLEANS APARTMENTS	470	Boynton Ave	1.7	15%	0.3	1.1	1,000	2,500	4
12	303-28-017, -049, -052	Commercial		492	Boynton Ave	1.9	15%	0.3	1.3	1,100	2,800	5
13	303-28-016	HDR	PACIFIC TERRACE WEST APTS	498	Boynton Ave	1.5	20%	0.3	1.3	1,200	3,000	5
14	303-51-C01	Commercial			Boynton Ave	0.9	15%	0.1	0.6	500	1,300	2
15	303-26-029	HDR	KINGDOM HALL OF JEHOVAH'S	355	Boynton Ave	0.9	20%	0.2	0.8	700	1,800	3
16	303-47-C01	HDR			Northlake Drive	2.4	20%	0.5	2.1	1,900	4,800	8
17	296-40-011	Commercial		441 to 491	Saratoga Avenue	5.1	15%	0.8	3.5	3,100	7,800	14
18	296-40-004	HDR	Park Kiely (Former Ashton Place)	345 to 353	Kiely Boulevard	9.6	20%	1.9	8.7	7,700	19,300	34
19	296-40-005	HDR	Park Kiely (Former Ashton Place)	4201 to 4301	Norwalk Drive	14.6	20%	2.9	13.2	11,700	29,300	51
20	296-40-003	HDR	Park Kiely (Former Ashton Place)	4280 to 4337	Albany Drive	7.9	20%	1.6	7.1	6,300	15,800	27
21	296-40-002	HDR	BROOKDALE APTS	4430	Albany Drive	4.5	20%	0.9	4.0	3,600	9,000	16
22	296-42-C01	HDR			Norwalk Drive	7.4	20%	1.5	6.7	6,000	15,000	26
23	296-23-002	Commercial	Richfield Dr Apartments	225	Richfield Drive	0.9	15%	0.1	0.6	500	1,300	2
24	296-23-003	Commercial	Richfield Dr Apartments	285	Richfield Drive	0.9	15%	0.1	0.6	500	1,300	2
25	296-23-004	Commercial	CRYSTAL TEST LLC	357	Richfield Drive	0.8	15%	0.1	0.5	500	1,300	2
26	296-23-005	Commercial	Reese Property Mgmt	435	Richfield Drive	0.8	15%	0.1	0.5	500	1,300	2
27	296-23-006	Commercial	LIEBER SOLUTIONS	495	Richfield Drive	0.6	15%	0.1	0.4	400	1,000	2
28	296-23-001	HDR	S J GARDENS	4668	Albany Drive	6.7	20%	1.3	6.0	5,400	13,500	23
29	296-45-C01 to 49-C01, 48-C02				Stevens Creek at Albany	7.2	0%	0.0	0.0	0	0	0

Alignment K: West Hedding Street

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
9	Total Sites					101.9		44.8	201.6	180,000	450,300	782
2	261-11-005	School	Bellarmino College Preparatory	960	West Hedding St	17.5	45%	7.9	35.5	31,700	79,300	138
3	261-12-039	Commercial	Super 8 Motel	1860	The Alameda	1.5	15%	0.2	1.0	900	2,300	4
4	261-13-025 to -044	Commercial		1795	The Alameda at Naglee	6.1	15%	0.9	4.1	3,700	9,300	16
5	26116052, -007, -008, -050	Commercial	Rosicrucian Egyptian Museum & Planetarium	1342	Naglee Ave	5.8	15%	0.9	3.9	3,500	8,800	15
6	274-10-005	School	Hoover Middle School	1635	Park Ave	22.9	45%	10.3	46.2	41,300	103,300	179
7	274-24-026	Park	San Jose Municipal Rose Garden		Naglee Ave at Dana Ave	9.9	75%	7.4	33.4	29,800	74,500	129
8	274-10-001	School	Trace Elementary School	651	Dana Ave	5.9	45%	2.6	11.9	10,600	26,500	46
9	274-10-003	School	Lincoln Senior High School	555	Dana Ave	29.0	45%	13.1	58.7	52,400	131,000	227
10	274-16-014	School	Luther Burbank Elementary School		Wabash Ave	3.4	45%	1.5	6.8	6,100	15,300	27
Optional Customers												
1	230-41-043	School	Bellarmino College Preparatory	795	West Hedding St	3.2	45%	1.4	6.5	5,800	14,500	25
11	274-40-082	Commercial	O'Connor Hospital	2105	Forest Ave	17.5	15%	2.6	11.8	10,500	26,300	46
12	274-59-060	School	St. Martin Elementary School	300	O'Connor Dr	5.1	45%	2.3	10.3	9,200	23,000	40

Alignment L: Lewis Road

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
7	Total Sites					82.4		19.0	85.4	76,100	190,400	331
1	497-30-007	HDR	Villa Monterey Apartments	2679 to 2898	Villa Monterey	7.5	20%	1.5	6.7	6,000	15,000	26
2	497-31-004 to -032	HDR	Lewis ROAD Industrial Center Condominiums	2884 and 2898	Aiello Dr at Lewis Rd	18.2	20%	3.6	16.4	14,600	36,500	63
3	497-59-028 to -043	HDR	The Rosewood	2895	Wall St at Lewis Rd	1.1	20%	0.2	1.0	900	2,300	4
4	497-23-013, -017	HDR	Fallen Leaves Apartments	202	Lewis Rd at Aiello Dr	3.2	20%	0.6	2.8	2,500	6,300	11
5	455-09-058 to 063, various	HDR	Montecito Vista Village (Goble Lane)		Monterey Highway at Montecito Vista	17.7	20%	3.5	15.9	14,200	35,500	62
6	497-55, 497-18 to 497-21, various-XXX	HDR	Kenwood/Crosspointe Condominiums		Kenland Dr	24.7	20%	4.9	22.2	19,800	49,500	86
7	497-16-037	School	Hillsdale School	3200	Water St	10.0	45%	4.5	20.3	18,100	45,300	79

Alignment M: Seven Trees Boulevard

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
4	3	9.8	Total Sites					20.8		4.1	18.3	16,300	40,800	71
1	Yes	0.5	494-13-010	Commercial	Han II Oriental Market	3851/3861	Seven Trees Boulevard	0.7	15%	0.1	0.5	400	1,000	2
1A	Yes	0.7	494-06-039	Commercial	CA Check Cashing	3826/3828	Seven Trees Boulevard	1.1	15%	0.2	0.7	700	1,800	3
2		0.0	494-13-011	HDR	Timberwood Apartments	3903	Seven Trees Boulevard	9.5	20%	1.9	8.6	7,600	19,000	33
3	Yes	8.5	494-13-012	HDR	Capitol Park Apartments	3975	Seven Trees Boulevard	9.5	20%	1.9	8.5	7,600	19,000	33

Alignment N: Sark Way

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
4	3	40.5	Total Sites					26.5		12.4	55.6	49,600	124,100	215
1	Yes	18.1	494-17-005	School	Hellyer Elementary School	725	Hellyer Avenue	8.9	45%	4.0	18.1	16,100	40,300	70
2	Yes	4.3	494-28-061	HDR	Family Life Christian Center	801	Hellyer Avenue	4.7	20%	0.9	4.3	3,800	9,500	16
3	Yes	18.1	494-15-004, -033	Park	Melody Park	4301	La Torre Avenue	5.4	75%	4.0	18.1	16,200	40,500	70
4		0.0	494-15-005	School	Christopher Elementary School	565	Coyote Road	7.5	45%	3.4	15.1	13,500	33,800	59
Optional Customers														
5			684-05-007, 015, 016, 017	School	Valley Christian Junior/Senior High School	100	Skyway Drive	21.0	45%	9.5	42.5	37,900	94,800	165

Alignment P: Quimby Road

Total of All Phases

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
22	Total Sites					595.1		186.3	837.7	748,000.0	1,870,700.0	3,247.7

Phase 1												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
3	Total Sites					25.4		11.4	51.4	45,900	114,800	199.3
21	486-18-057	School	Dorsa Elementary School	1290	Bal Harbor Way	9.8	45%	4.4	19.8	17,600	44,000	76
22	486-11-029	School	Miller Elementary School	1250	South King Rd	7.3	45%	3.3	14.7	13,100	32,800	57
24		School	Arbuckle Elementary School		Sunset Ave & Cinderella Lane	8.4	45%	3.8	17.0	15,200	38,000	66

Phase 2												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
10	Total Sites					316.8		87.3	392.6	350,600	876,800	1,522.2
11	486-29-026	Park	Ocala Park		Ocala Ave at Berona	14.8	75%	11.1	49.9	44,600	111,500	194
12	Various	Other	Reid Hillview Airport		Ocala at Capitol Expy	180.0	10%	18.0	80.9	72,300	180,800	314
13		School	Fischer Middle School	1720	Hopkins Dr	24.4	45%	11.0	49.4	44,100	110,300	191
14	491-15-010, -16-086	School	Meyer Elementary School	1824	Daytona Dr	8.0	45%	3.6	16.2	14,500	36,300	63
15	491-17-001 to -003	School	Overfelt High School	1835	Cunningham Ave	42.8	45%	19.3	86.6	77,300	193,300	336
16	491-10-002, -072, -074	School	Most Holy Trinity School	1940	Cunningham Ave	9.0	45%	4.0	18.2	16,200	40,500	70
17	491-06-004	Park	Welch Park		Clarice Dr	11.1	75%	8.3	37.3	33,300	83,300	145
18	491-06-003	School	K. R. Smith Elementary School	2025	Clarice Dr	9.1	45%	4.1	18.4	16,400	41,000	71
19	491-20-014	School	Slonaker Elementary School	1601	Cunningham Ave	8.0	45%	3.6	16.2	14,500	36,300	63
20	486-02-052	School	Hubbard Elementary School	1745	June Ave	9.6	45%	4.3	19.5	17,400	43,500	76

Phase 3												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
9	Total Sites					252.9		87.6	393.7	351,500.0	879,100.0	1,526.2
1	652-26-024, -017	New Development	Valle Vista Elementary School	2400	Flint Ave	10.1	0%	0.0	0.0	0	0	0
2	649-23-001, 649-24-013	New Development	Pleasant Hills Golf Course		Flint Ave	113.7	25%	28.4	127.9	114,100	285,300	495
3	649-03-003	School	Boeger Junior High School/Foothill Intermediate School	1966	Flint Ave	33.8	45%	15.2	68.4	61,100	152,800	265
4	649-26-024	Park	Fernish Park	1948	Fernish Dr	5.4	75%	4.1	18.3	16,400	41,000	71
5	647-33-004, -005	School	Mount Pleasant High School	1750	S White Rd	43.0	45%	19.4	87.0	77,700	194,300	337
6	488-20-001	School	Rodgers Elementary School	2999	Ridgemont Dr	9.8	45%	4.4	19.8	17,700	44,300	77
7	647-23-029	School	Robert Sanders Elementary School	3411	Rocky Mountain Dr	9.8	45%	4.4	19.8	17,700	44,300	77
8	491-14-002, -007	School	Ocala Middle School	2800	Ocala Ave	25.3	45%	11.4	51.2	45,700	114,300	198
9	491-31-103, -102	Commercial		1975	White Rd	1.9	15%	0.3	1.3	1,100	2,800	5

Optional Customers												
25	654-32-001 to 067 654-33-001 to 173 65433C01	HDR		1840	Deep Creek Ct	42.3	20%	8.5	38.0	33,900	84,800	147
26	481-37-045 to 046	HDR	Poco Way Apartments	1900	Poco Way	5.2	20%	1.0	4.7	4,200	10,500	18

Alignment R: Airport Boulevard

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	City	Zip Code	Total Area (Acres)	% Irrigated Area	Annual Demand (AFY)	Peak Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
22	6	28.2	Total Sites							145.8		115.0	50077.6	257300.0	446.7
1		0.0	230-01-054, -056	Commercial		2099	Gateway Place			13.1	15%	8.8	3,851	19,800	34
2		0.0	230-01-040	Commercial		2025	Gateway Place			5.8	15%	3.9	1,690	8,800	15
3		0.0	230-01-055	Commercial		2001/2005	Gateway Place			6.0	15%	4.1	1,777	9,000	16
4	Yes	8.2	230-01-048, -049	Commercial	Doubletree Hotel	2050	Gateway Place			12.2	15%	8.2	3,570	18,300	32
5		0.0	230-29-077	Commercial		1757/1759	Technology Drive			5.1	15%	3.4	1,493	7,800	14
6		0.0	230-29-095	Commercial		226	Airport Parkway			4.8	15%	3.2	1,408	7,300	13
7		0.0	230-29-096	Commercial		1731 to 1745	Technology Drive			16.3	15%	11.0	4,789	24,500	43
8	Yes	2.7	230-29-097	Commercial	Courtyard by Marriott	1727	Technology Drive at Skyport Pkwy			4.0	15%	2.7	1,172	6,000	10
9	Yes	4.1	230-29-065	Commercial	Casino M8trix	40 and 50	Airport Parkway			6.1	15%	4.1	1,780	9,000	16
10		0.0	230-29-120, -121, -026	Commercial		1755	North 1st St			5.4	15%	3.6	1,580	8,000	14
11		0.0	230-29-084	Commercial		25 to 181	Metro Drive at Technology			7.4	15%	5.0	2,181	11,300	20
12	Yes	1.8	230-26-C01	Commercial	SLG	1754	Technology Drive			2.6	15%	1.8	768	4,000	7
13		0.0	230-29-063	Commercial		1762	Technology Drive			2.5	15%	1.7	723	3,800	7
14		0.0	230-29-064	Commercial		1770 to 1798	Technology Drive at Airport Pkwy			2.6	15%	1.8	765	4,000	7
15		0.0	230-29-082	Commercial		1730	Technology Drive at Skyport			4.9	15%	3.3	1,425	7,300	13
16		0.0	230-29-083	Commercial		1740	Technology Drive at Metro			3.3	15%	2.2	964	5,000	9
17		0.0	230-29-118, -119	Commercial	Skyport Plaza	1650 to 1700	Technology Drive at Airport Pkwy			12.4	15%	8.3	3,630	18,500	32
18		0.0	230-29-106	Commercial	The Sonora Condominums	1550	Technology Drive			5.2	15%	3.5	1,525	7,800	14
19	Yes	4.4	230-29-116	Park	Rosemary Garden Park		Technology Drive			1.3	75%	4.4	1,915	9,800	17
20	Yes	7.0	230-29-115	Commercial	Kaiser Skyport	1717 to 1725	Technology Drive at Skyport			10.4	15%	7.0	3,061	15,800	27
21		0.0	230-29-006	School	Bachrodt Elementary School					9.7	45%	19.7	8,570	44,000	76
22		0.0	230-29-117	Commercial		1601	Technology Drive			4.9	15%	3.3	1,440	7,500	13

Alignment S: Burke Street

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
3	3	20.6	Total Sites					39.1		4.6	20.6	18,400.0	46,000.0	79.9
1	Yes	9.0	477-51-054	Commercial	Costco	2201	Senter Rd	13.3	15%	2.0	9.0	8,000	20,000	35
2	Yes	3.1	477-51-034	Industrial	Burke Industries Inc	2250	S 10th St	7.0	10%	0.7	3.1	2,800	7,000	12
3	Yes	8.5	477-21-088	Industrial	VTA Chaboya Division Yard	2240	2240 S 7th St	18.8	10%	1.9	8.5	7,600	19,000	33

Alignment T: Snell Avenue

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
3	Total Sites					222.6		167.5	753.4	672,500.0	1,681,400.0	2,919.1
1a		Agriculture	Martial Cottle Park - Production Ag		Snell Ave at Branham	143.0	100%	143.0	643.0	574,000	1,435,000	2,491
1b		Mixed Use	Martial Cottle Park - Perimeter Buffer		Snell Ave at Branham	22.6	20%	4.5	20.3	18,100	45,300	79
1c		Park	Martial Cottle Park - Grassy Park		Snell Ave at Branham	15.7	75%	11.8	52.9	47,300	118,300	205
2	46246020 to 025, 027, 029, 030	HDR			Branham Ln	28.3	20%	5.7	25.4	22,700	56,800	99
3		HDR			Snell Ave & Chynoweth Ave	13.0	20%	2.6	11.7	10,400	26,000	45

APPENDIX C
San Jose Water
Recycled Water Master Plan – 2022 Update
Preliminary Cost Estimate Summaries

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Engineer's Opinion of Probable Cost
Alignment A: Charcot Avenue

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	44	\$ 2,860,000	Conservation Budget
Overall Project Total				\$ 2,860,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment C: Oakland Road

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	69	\$ 4,485,000	Conservation Budget
Overall Project Total				\$ 4,485,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment D: Berryessa Road (Phase 1+2)

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	10	\$ 650,000	Conservation Budget
Overall Project Total				\$ 650,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment D: Berryessa Road - Phase 3

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 282	3,450	\$ 973,300	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 376	700	\$ 263,300	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 470	0	\$ -	
12-inch pipeline	LF	\$ 564	0	\$ -	
16-inch pipeline	LF	\$ 752	0	\$ -	
18-inch pipeline	LF	\$ 846	7,500	\$ 6,347,600	Loaded cost assuming min 54" cover
20-inch pipeline	LF	\$ 940	0	\$ -	
24-inch pipeline	LF	\$ 1,128	0	\$ -	
Subtotal				\$ 7,584,200	
Design/Management/Permits	LS		1	\$ 522,000	
Capacity Fee	LS		1	\$ 605,100	
Contingency	LS	5%	1	\$ 435,600	5% of construction/design/permitting/capacity
SJ Water Eng/Const Overhead	LS	12%		\$ 1,097,600	12% of construction/design/permitting/capacity/contingency
Pipeline Subtotal				\$ 10,244,500	
Retrofit Design and Construction	LS	\$ 910,000	1	\$ 910,000	Conservation Budget
Overall Project Total				\$ 11,150,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.
2. Unit costs inclusive of mobilization, appurtenances, and street overlay

Engineer's Opinion of Probable Cost
Alignment E: Mabury Road - Phase 1

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	3,220	\$ 676,200	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	2,530	\$ 708,400	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	3,240	\$ 1,360,800	Loaded cost assuming min 54" cover
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	11,960	\$ 8,372,000	Loaded cost assuming min 54" cover
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 778,200	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	647,415	\$ 1,133,000	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	205	\$ 358,800	I-680 underpass crossing
Special Construction	LF	2.5*UCLF/Dia	200	\$ 350,000	Creek Crossing 1 along Mabury Rd
Special Construction	LF	2.5*UCLF/Dia	200	\$ 350,000	Creek Crossing 2 along Mabury Rd
Subtotal				\$ 14,090,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 845,400	6% of subtotal
Contingency	LS	5%	1	\$ 704,500	5% of subtotal
Construction Subtotal				\$ 15,640,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 2,502,400	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 18,140,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	10	\$ 650,000	Conservation Budget
Overall Project Total				\$ 18,790,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment E: Mabury Road - Phase 2

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	2,660	\$ 558,600	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	3,520	\$ 985,600	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00		\$ -	
12-inch pipeline	LF	\$ 420.00	3,040	\$ 1,276,800	Loaded cost assuming min 54" cover
16-inch pipeline	LF	\$ 560.00	8,640	\$ 4,838,400	Loaded cost assuming min 54" cover
18-inch pipeline	LF	\$ 630.00		\$ -	
20-inch pipeline	LF	\$ 700.00		\$ -	
24-inch pipeline	LF	\$ 840.00		\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 536,200	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	493,290	\$ 863,300	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	150	\$ 210,000	Creek Crossing 1 along Piedmont Rd and Penitencia Creek Rd.
Special Construction	LF	2.5*UCLF/Dia	100	\$ 140,000	Creek Crossing 2 along Piedmont Rd and Penitencia Creek Rd.
Subtotal				\$ 9,410,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 564,600	6% of subtotal
Contingency	LS	5%	1	\$ 470,500	5% of subtotal
Construction Subtotal				\$ 10,450,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,672,000	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 12,120,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	10	\$ 650,000	Conservation Budget
Overall Project Total				\$ 12,770,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment E: Mabury Road - Phase 3

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	4,670	\$ 980,700	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	6,470	\$ 1,811,600	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	760	\$ 319,200	Loaded cost assuming min 54" cover
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 217,800	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	271,170	\$ 474,500	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	150	\$ 157,500	Creek Crossing along Piedmont Rd and Penitencia Creek Rd.
Subtotal				\$ 3,960,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 237,600	6% of subtotal
Contingency	LS	5%	1	\$ 198,000	5% of subtotal
Construction Subtotal				\$ 4,400,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 704,000	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 5,100,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	6	\$ 390,000	Conservation Budget
Overall Project Total				\$ 5,490,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment E: Mabury Rd - Phase 4

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	0	\$ -	
8-inch pipeline	LF	\$ 280.00	22,580	\$ 6,322,400	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 442,600	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	508,050	\$ 889,100	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	100	\$ 70,000	Creek Crossing along Hostetter Ave and Morrill Ave
Subtotal				\$ 7,720,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 463,200	6% of subtotal
Contingency	LS	5%	1	\$ 386,000	5% of subtotal
Construction Subtotal				\$ 8,570,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,371,200	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 9,940,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	6	\$ 390,000	Conservation Budget
Overall Project Total				\$ 10,330,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment H: Tully Road

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	4	\$ 260,000	Conservation Budget
Overall Project Total				\$ 260,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment I: Dolores Avenue

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	10,000	\$ 2,100,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	0	\$ -	
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 147,000	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	SF	\$ 1.75	225,000	\$ 393,800	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 2,670,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 160,200	6% of subtotal
Contingency	LS	5%	1	\$ 133,500	5% of subtotal
Construction Subtotal				\$ 2,960,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 473,600	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 3,430,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	3	\$ 195,000	Conservation Budget
Overall Project Total				\$ 3,630,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment J: Saratoga Avenue

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	9,300	\$ 1,953,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	5,000	\$ 1,400,000	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 234,700	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	321,750	\$ 563,100	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 4,180,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 250,800	6% of subtotal
Contingency	LS	5%	1	\$ 209,000	5% of subtotal
Construction Subtotal				\$ 4,640,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 742,400	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 5,380,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	30	\$ 1,950,000	Conservation Budget
Overall Project Total				\$ 7,330,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment K: West Hedding Street

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	6,500	\$ 1,365,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	8,600	\$ 2,408,000	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 264,100	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	339,750	\$ 594,600	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	200	\$ 175,000	UPRR Crossing
Subtotal				\$ 4,840,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 290,400	6% of subtotal
Contingency	LS	5%	1	\$ 242,000	5% of subtotal
Construction Subtotal				\$ 5,370,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 859,200	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 6,230,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	9	\$ 585,000	Conservation Budget
Overall Project Total				\$ 6,820,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment L: Lewis Road

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	0	\$ -	
8-inch pipeline	LF	\$ 280.00	8,440	\$ 2,363,200	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 165,400	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	189,900	\$ 332,300	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 2,890,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 173,400	6% of subtotal
Contingency	LS	5%	1	\$ 144,500	5% of subtotal
Construction Subtotal				\$ 3,210,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 513,600	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 3,720,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	7	\$ 455,000	Conservation Budget
Overall Project Total				\$ 4,180,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

**Engineer's Opinion of Probable Cost
 Alignment M: Seven Trees Boulevard**

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	1	\$ 65,000	Conservation Budget
Overall Project Total				\$ 65,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment N: Sark Way

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	1	\$ 65,000	Conservation Budget
Overall Project Total				\$ 65,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment P: Quimby Road - Phase 1

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	4,300	\$ 903,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	0	\$ -	
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	2,300	\$ 1,610,000	Loaded cost assuming min 54" cover
24-inch pipeline	LF	\$ 840.00	1,300	\$ 1,092,000	Loaded cost assuming min 54" cover
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 252,400	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	226,350	\$ 396,100	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 4,280,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 256,800	6% of subtotal
Contingency	LS	5%	1	\$ 214,000	5% of subtotal
Construction Subtotal				\$ 4,750,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 760,000	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 5,510,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	3	\$ 195,000	Conservation Budget
Overall Project Total				\$ 5,710,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment P: Quimby Road - Phase 2

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	10,100	\$ 2,121,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	2,100	\$ 588,000	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	3,100	\$ 1,736,000	Loaded cost assuming min 54" cover
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	4,700	\$ 3,290,000	Loaded cost assuming min 54" cover
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 541,500	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	541,350	\$ 947,400	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 9,220,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 553,200	6% of subtotal
Contingency	LS	5%	1	\$ 461,000	5% of subtotal
Construction Subtotal				\$ 10,230,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,636,800	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 11,870,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	10	\$ 650,000	Conservation Budget
Overall Project Total				\$ 12,520,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment P: Quimby Road - Phase 3

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	8,600	\$ 1,806,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	0	\$ -	
10-inch pipeline	LF	\$ 350.00	2,300	\$ 805,000	Loaded cost assuming min 54" cover
12-inch pipeline	LF	\$ 420.00	4,900	\$ 2,058,000	Loaded cost assuming min 54" cover
16-inch pipeline	LF	\$ 560.00	1,200	\$ 672,000	Loaded cost assuming min 54" cover
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 373,900	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	425,700	\$ 745,000	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	300	\$ 420,000	Capitol Expressway Crossing
Special Construction	LF	2.5*UCLF/Dia	200	\$ 280,000	Lower Silver Creek crossing at Ocala Ave
Special Construction	LF	2.5*UCLF/Dia	100	\$ 87,500	Creek Crossing at Flint Ave
Special Construction	EA	\$ 50,000	2	\$ 100,000	Monitoring well construction
Subtotal				\$ 7,350,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 441,000	6% of subtotal
Contingency	LS	5%	1	\$ 367,500	5% of subtotal
Construction Subtotal				\$ 8,160,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,305,600	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 9,470,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	9	\$ 585,000	Conservation Budget
Overall Project Total				\$ 10,060,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment R: Airport Boulevard

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	16	\$ 1,040,000	Conservation Budget
Overall Project Total				\$ 1,040,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment T: Snell Avenue

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	490	\$ 102,900	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	0	\$ -	
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	13,710	\$ 7,677,600	Loaded cost assuming min 54" cover
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 544,600	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	SF	\$ 1.75	442,890	\$ 775,100	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	200	\$ 315,000	UPRR crossing
Subtotal				\$ 9,450,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 567,000	6% of subtotal
Contingency	LS	5%	1	\$ 472,500	5% of subtotal
Construction Subtotal				\$ 10,490,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,678,400	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 12,170,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	3	\$ 195,000	Conservation Budget
Overall Project Total				\$ 12,370,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

APPENDIX D
San Jose Water
Recycled Water Master Plan – 2022 Update
City of San Jose Development Activity Highlights and
Five-Year Forecast (2021-2025)

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Development Activity Highlights and Five-Year Forecast (2021-2025)



Prepared by:

**City of San Jose
Department of Planning, Building and Code Enforcement
February 2020**

Development Activity Highlights and Five-Year Forecast (2021-2025)

For more information, please contact:

**City of San José
Department of Planning, Building and Code Enforcement
Planning Division
200 East Santa Clara Street
San Jose, CA 95113
(408) 535-3555**

*This report in color and other information can be found
on the Planning Division website at:*

<http://www.sanjoseca.gov/index.aspx?NID=2050>

Development Activity Highlights and Five-Year Forecast (2021-2025)

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Development Activity Highlights and Five-Year Forecast (2021-2025)

I. PURPOSE

The *Development Activity Highlights and Five-Year Forecast (2021-2025)* is a report issued annually by the Department of Planning, Building and Code Enforcement. The report serves three important functions, as follows:

1. Assists the Office of the City Manager in estimating future construction-related tax revenues that generate funds for the City's Capital Improvement Program;
2. Provides City policymakers and staff with key data for periodic assessment of the rate, type, and location of development activity in San José; and,
3. As a tool for distributing information on major development projects to the public.

II. SUMMARY

New industrial development decreased in fiscal year 2018/2019, but is projected to significantly increase in fiscal year 2019/2020. New residential and commercial development remained strong and current trends suggest levels will remain strong through the next fiscal year. The rate of new development may begin to slowly decline to historical averages.

Residential Development

After two historic years of residential development in fiscal years 2013/2014 and 2014/2015, construction of new units in fiscal year 2015/2016 declined but rebounded in fiscal year 2016/2017 and fiscal year 2017/2018. Residential development in fiscal year 2018/2019 returned to the historical average of around 3,000 units, but exceeded the previous 5-year average of approximately 2,775 units.

During the first six months of fiscal year 2019/2020, building permits were issued for approximately 1,300 new residential units. Additionally, as of February 2020, there were approximately 7,400 new residential units that have received entitlements, but have not yet started construction. Overall, new residential units are forecasted to remain at or slightly below the five-year average, at 2,400 units during the forecast period based on the current housing trends, which have slowed due to increases in the costs associated with new construction, and the flattening of rents relative to these increased costs.

In 2016 the City Council approved an accessory dwelling unit (ADU) ordinance that loosened existing zoning code regulations to comply with state law. The City Council approved additional updates to the Zoning Code in 2018 and 2019 to further ease requirements for ADUs. As a result, more property owners are able to build secondary units which are classified as single-family units in Table 2 of the Five-Year Forecast. New construction of single-family units reached 250 units in 2017/2018, of which 153 were ADUs, noting the first time new construction of ADU's surpassed single-family homes. In 2018/2019 the trend continued as the number of new ADU unit climbed to 296 new units. This represented an approximately 90% increase in building permit issuance for ADUs from the previous fiscal year. ADUs are forecasted to continue their trend upward with 275 new units approved within the first 7 months of fiscal year 2019/2020.

High rents have spurred calls for action for many Bay Area communities, inciting a continued discussion of displacement, gentrification, and affordability. Since 2010, rents rose by 55%, averaging \$2,876 per unit per month. Following multiple years of steep increases, rents in Silicon Valley have leveled off. In San José rent growth has plateaued advancing 0.1% year-over-year through November 2019 to \$2,876. For the first time since 2011, the median single-family home price decreased approximately 2.9 percent. From \$1.055 million at the end of 2018 to \$1.022 million by the end of 2019, however the amount is still four times the U.S. Figure and up 57% since 2011.

Commercial Development

Similar to the last two fiscal years, large hotel and retail projects contributed to another strong year of commercial growth with valuation of new commercial construction in fiscal year 2018/2019 at \$362 million, slightly lower than \$411 million in the previous fiscal year 2017/2018, but slightly above the historical 5-year average. Commercial alterations remained strong in fiscal year 2018/2019 approximately 20 million above the 5-year historic average at \$285 million indicative of low retail vacancy rates in the south bay, and a strong economy overall.

As of the fourth quarter of 2019, the overall retail vacancy rate in San José rose to approximately 4.4%, slightly higher than the previous year (approximately 3.9%). This is mostly due to new construction coming online rather than new vacant properties. During the first six months of the current fiscal year (2019/2020) valuation of new commercial construction has reached over \$300 million, and is forecasted to reach \$340 million, slightly below previous fiscal year of \$362 million. Over 1.6 million square feet of commercial projects have been entitled but have not yet started construction.

Commercial activity for 2018/2019 is slightly lower than the two previous fiscal years, 2016/2017 and 2017/2018, which were buoyed by issuance of building permits for the Valley Fair Shopping Mall expansion. Construction activity for the Valley Fair Shopping Mall has begun to slow down, but new commercial construction for Hampton Inn and an expansion of Capitol Toyota has replaced a portion of commercial activity.

Fiscal year 2019/2020 and fiscal year 2020/2021 are projected to remain consistent and return to the 5-year average levels of previous years. Lack of available land for large retail centers and national retail trends, may result in decline in new commercial construction in the future. On the national level, demand for retail space is shifting due to competition from online sales, and investors are more focused on smaller retail centers, including lifestyle/entertainment, food/beverage or grocery-anchored, and niche power centers. In the past year, large retailers like Orchard Supply, Toys-R-Us, Lowe's, and Sears have gone out of business or closed locations as the retail market evolves.

Due to these factors commercial construction activity is forecasted to slightly decline over the next couple fiscal years. However, hotel development has shown an increase with 1,373 hotel rooms pending entitlements and over 1,600 rooms entitled but not constructed.

Industrial/Office Development

New industrial construction incorporates construction for office buildings and industrial manufacturing and warehouse space. Valuation of new industrial construction activity decreased in fiscal year 2018/2019 at \$152 million, compared to the previous fiscal year of \$244 million. Industrial/Office development can vary largely depending on timeline of large pipeline projects. The demand for office is reflected in the overall office vacancy rates in Silicon Valley, as they continued to decline during the fourth quarter of 2019 to 7.5%, a decrease from the vacancy rate in 2018 of 9.8%. Overall industrial warehouse vacancy rates remain low at 3.0% slightly up from 2.6% in the fourth quarter of 2018. However, through the first six months of the current fiscal year (2019/2020) valuation of new industrial construction surpassed \$300 million, with a forecasted valuation of \$400 million for the year. Similar to the residential market, high cost of construction and limited availability of workers is a limiting factor for new industrial construction, with over 8 million square feet of industrial development entitled and yet to start construction.

The office availability rate in downtown San José in the fourth quarter of 2019 has remained consistent with a small increase from 12.7% at the beginning of 2019 to 12.9%. Downtown San José's most significant milestone this year is the ground breaking of two high-rise commercial projects, Adobe North Tower and 200 Park Tower. The last office high rise in Downtown San José was the River Park Tower 2, which rose on West San Carlos in 2010. 200 Park Tower a 19-story, 857,000 square-foot office tower and Adobe North Tower a 18-story, 700,00 square-foot office tower in Downtown San José signifying the strength in the economy and competitiveness of Downtown San José.

The availability and vacancy rate for Research & Development (R&D) in the North San José market decreased for fiscal year 2018/2019 to 15.2% from 20.2%. Higher asking rates and BART's (Bay Area Rapid Transit) upcoming extension into Milpitas and North San José continues to accelerate demand in the North San José area.

The strong demand for office and R&D in Silicon Valley, driven by growth in tech employment, has led to historically low vacancy rates and high rents in neighboring cities. As technology and related sector companies continue to expand, San José can offer several advantages for firms looking for office space including campus settings, flexible office spaces, and significant housing, retail, transit, and other amenities. This has led to increasing interest in industrial space in San Jose and resulted in large real estate transactions in San José Airport, North San José, and Downtown San José submarkets. The most notable being Google's investment and interest to create an 8 million square foot campus Downtown.

On October 11, 2019 Google submitted their entitlement application and is proposing to construct approximately 6,500,000 square feet of office (with a maximum of 7,300,000 square feet); approximately 3,000 to 5,000 units of housing (with a maximum of 5,900 units); approximately 300,000 to 500,000 square feet of active uses, which may include retail, cultural, arts, etc.; approximately 100,000 square feet of event space; up to 300 hotel rooms and up to 800 rooms of limited-term corporate accommodations. The proposed project represents approximately 27% of all industrial square footage in the pipeline and 17% of all residential units in the development process.

III. FIVE-YEAR FORECAST (2021-2025)

The Department of Planning, Building and Code Enforcement's five-year forecast of development activity is summarized in Tables 1 and 2 (next page). Construction valuation in fiscal year 2019/2020 is expected to continue at or slightly below the previous five-year average, fueled by a strong commercial and industrial construction, and a slight slowdown of new residential construction. Although valuations of new residential construction have declined, the number of units remain strong since a high number of ADU's are projected. Future development is predicted to be driven by mixed-use residential projects, and certain commercial and industrial sectors as described above. San José is poised to capitalize on on-going and growing demand for office and warehouse space for expanding companies that has led to low vacancy rates and high rents in neighboring cities. Additional connectivity with the expansion of the BART into the Berryessa area and with plans for future expansion to Downtown is another positive indication for future development in San José.

Table 1
Construction Valuation: FY 14/15 to FY 24/25

Fiscal Year	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25
<u>Actual Valuation¹ (in millions)</u>						<u>Projected Valuation (in millions)</u>					
<u>New Construction</u>											
Residential	\$527	\$374	\$544	\$558	\$447	\$420	\$400	\$400	\$400	\$400	\$400
Commercial	272	273	428	411	362	340	175	175	175	175	175
Industrial	215	342	114	244	152	400	120	120	120	120	120
Subtotal	\$1014	\$989	\$1086	\$1213	\$962	\$1160	\$695	\$695	\$695	\$695	\$695
<u>Alterations</u>											
Residential	\$136	\$129	\$116	\$118	\$134	\$110	\$100	\$100	\$100	\$100	\$100
Commercial	162	268	346	251	285	210	180	175	175	175	175
Industrial	195	336	520	209	406	250	150	150	150	150	150
Subtotal	\$493	\$733	\$982	\$578	\$825	\$570	\$430	\$425	\$425	\$425	\$425
Grand Total (Taxable)	\$1507	\$1722	\$2068	\$1791	\$1787	\$1730	\$1125	\$1120	\$1120	\$1120	\$1120

¹Valuation figures adjusted to 2019 dollars, per U.S. Bureau of Labor Statistics Consumer Price Index (CPI), San Francisco-Oakland-Hayward, all items index.

Table 2
Residential Units and Non-Residential Square Footage: FY 14/15 to FY 24/25

Fiscal Year	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25
<u>Actual¹</u>						<u>Projected</u>					
<u>Residential (Units)</u>											
Single-Family	254	152	201	250	495	580	450	375	375	375	375
Multi-Family	2,987	1,540	2,511	2,991	2,490	2,400	2,375	2,375	2,375	2,375	2,375
TOTAL	3,241	1,692	2,712	3,241	2,985	2,980	2,825	2,750	2,750	2,750	2,750
<u>Non-Residential (sq.ft., in thousands)</u>											
Commercial	2,000	1,854	1,911	3,235	2,397	2,600	1,500	1,400	1,400	1,400	1,400
Industrial	1,000	2,068	1,452	1,584	1,055	1,200	1,000	1,000	1,000	1,000	1,000
TOTAL	3,000	3,922	3,363	4,819	3,452	3,800	2,500	2,400	2,400	2,400	2,400

¹NOTE: Data on residential units based on the Building Division's *Permit Fee Activity Report*.
Data on non-residential square footage estimated based on construction valuation in the Building Division's *Permit Fee Activity Report*.

IV. CONSTRUCTION TAXES

The City of San Jose imposes a series of construction-related taxes that are generally used to finance the construction and improvement of facilities and infrastructure systems that provide capacity beyond the needs attributed to a particular development. These taxes are in addition to cost-recovery fees charged for processing and reviewing applications for development approvals and permits. The largest construction-related tax revenue sources are described below.

Building and Structure Construction Tax

The Building and Structure Construction Tax is imposed upon the construction, repair, or improvement of any building or structure where a building permit is required (except for authorized exemptions- see below). The proceeds from this tax are restricted in use to the provision of traffic capital improvements on major arterials and collectors, the acquisition of lands and interest in land, and the construction, reconstruction, replacement, widening, modification and alteration (but not maintenance) of City streets.

Construction Excise Tax

The Construction Excise Tax is imposed upon construction, alteration, repair, or improvement of any residential or commercial structure (except for authorized exemptions- see below). The tax does not apply to industrial development. This is a general purpose tax that may be used for any “usual current expenses” of the City. The City Council has historically used the majority of these funds for traffic infrastructure improvements.

Residential Construction Tax

The Residential Construction Tax is imposed upon any construction of a one-family dwelling unit or multi-family units or any mobile home lot in the City. This tax is collected and placed in a fund used to reimburse private entities that have constructed a portion of an arterial street that is wider than what is normally required in connection with residential development. The funds are also used to construct median landscaping and other street improvements.

V. MAJOR DEVELOPMENT ACTIVITY DATA

Planning staff has collected a significant amount of data on development activity, which is the foundation for the five-year forecast contained in Section III of this report. This data focuses on recent “major” projects with the highest likelihood to have the most significant impact on the forecast. Major projects are defined as residential projects greater than 50 dwelling units, commercial projects greater than 25,000 square feet, and industrial projects greater than 75,000 square feet.

The development activity data on the following pages is first divided into three major land use categories-- residential, commercial, and industrial. Then, individual projects are divided into four subcategories based on project status— projects completed, projects under construction, approved projects (construction not yet commenced), and projects pending City approval.

**Major Residential Development Activity
Projects of 50+ Dwelling Units**

File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Housing Type	No. of Units	Approval Date
<u>Projects Completed 2019 to 2020</u>								
H14-010	2/28/14	The James	467-21-018	66 N. 1st Street	Central	MF	190	2/25/15
PD14-012	2/28/14	808 West Apartments	264-15-062	800 W. San Carlos Street	Central	MF	315	10/28/14
PD15-024	5/27/15	King & Dobbin Transit Village Lot G	254-55-006	1875 Dobbin Drive	Alum Rock	MF	101	11/4/15
PD14-031	6/27/14	Aura	264-30-067	180 Balbach Street	Central	MF	101	12/27/14
PDA07-094-01	1/13/15	2nd Street Studios	477-01-082	1140 S. 2nd Street	Central	MF	135	3/4/15
PD14-044	9/3/14	King & Dobbin Transit Village Lot E	254-04-079	1745 Dobbin Drive	Alum Rock	MF	67	7/29/15
H14-034	10/2/14	Sparq	472-26-030	598 S. 1st Street	Central	MF	105	10/7/15
CP15-078	11/16/15	Renascent Place	497-41-098	2500 Senter Road	South	MF	162	4/27/2016
PD16-001	1/15/16	Scotia Apartments	455-21-043	1777 Almaden Road	South	MF	55	5/17/16
PD16-006	2/5/16	Vespaio @ Diridon (Residential)	259-28-004	138 Stockton Avenue	Central	MF	164	5/25/2016
CP16-014	4/11/16	Villas on the Park	467-01-121	278 N. 2nd Street	Central	MF	84	2/24/2017
H16-036	10/4/16	The Graduate	467-46-005	80 E. San Carlos Street	Central	MF	260	3/22/17
Total							1,739	
<u>Projects Under Construction</u>								
PD12-008	3/1/12	Murano at Montecito Vista	455-09-060	Southwest side of Montecito Vista Way at the western terminus of Esfahan Drive and Montecito Vista Drive	South	SF	100	6/7/13
PD12-039	10/11/12	South Village (Hitachi Condo's)	706-65-020	0 Raleigh Road	Edenvale	MF	83	12/20/12
H12-020	1/16/13	San Pedro Square	259-32-044	195 W. Julian Street	Central	MF	406	2/24/14
PD13-027	7/1/13	Vicenza at Montecito Vista	455-09-062	East side of Montecito Vista Way, between Esfahan Drive and Montecito Vista Drive	South	MF	162	11/22/13
H13-041	10/31/13	Silvery Towers Apts	259-32-004	180 W. St. James Street	Central	MF	643	2/26/14
PDA14-035-01	8/21/14	Communication Hill (Phase 1)	455-28-017	Junction of Communications Hill Blvd. and the CalTrain railway to the terminus of Communications Hill Blvd. and Casselino Drive.	South	SF	314	3/18/15
PD14-051	10/30/14	777 Park Ave	261-36-062	777 Park Avenue	Central	MF	182	3/18/15
H15-007	1/23/15	Modera San Pedro Square	259-35-042	45 N. San Pedro Street	Central	MF	201	5/20/15
PD15-013	4/3/15	Arcadia/Evergreen Part 1	670-29-002	2140 Quimby Road	Evergreen	SF	250	11/30/15
PD15-014	4/16/15	1807 Almaden Rd	455-21-050	1807 Almaden Road	South	MF	96	10/7/15
PD15-035	7/9/15	Ohlone Block C	264-14-024	345 Sunol Street	Central	MF	268	12/16/15
PDA15-036-01	7/9/15	Ohlone Block B	264-14-024	345 Sunol Street	Central	MF	269	12/16/15
PD15-055	11/4/15	Shea Homes/ Japantown Corp. Yard	249-39-039	Bounded by N. Sixth Street, E. Taylor Street, N. Seventh Street, and Jackson Street	Central	MF	520	5/25/16
PDA12-031-01	11/13/15	Platform	241-04-011	1501 Berryessa Road	Berryessa	MF	551	4/13/16
PD15-067	12/22/15	The Reserve	299-26-059	881 S. Winchester Boulevard	West Valley	MF	640	4/27/2016

PD16-002	1/21/16	Berryessa Flea Market (KB)	241-04-011	North side of Berryessa Road on the northern portion of the parcel just west of Union Pacific Railroad tracks (Flea Market)	Berryessa	SF	162	5/18/16
PD16-005	2/4/16	Istar/Great Oaks	706-08-008	West side of Great Oaks Blvd approx 1,000 feet northwesterly of Highway 85	Edenvale	MF	301	5/18/2016
PD16-025	8/16/16	The Orchard (Residential)	254-06-042	641 N. Capitol Avenue	Alum Rock	MF	188	1/24/17
SPA17-009-01	9/7/17	Miro (formerly SJSC Towers)	467-20-086	33 N. 5th Street	Central	MF	630	12/13/17
PD14-055	1/13/15	Leigh Ave Apartments	284-32-014	1030 Leigh Avenue	Willow Glen	MF	64	3/18/15
PD15-044	9/11/15	Sparta	467-16-076	525 E. Santa Clara Street	Central	MF	85	9/20/16
H15-046	9/25/15	363 Delmas Avenue	264-26-006	341 Delmas Avenue	Central	MF	120	6/21/16
PDA14-035-04	4/9/17	Communication Hill Phase II	455-28-016	junction of Communications Hill Blvd. and the CalTrain railway to the terminus of Communications Hill Blvd. and Casselino Drive.	South	MF	486	7/26/17
PD17-029	12/15/17	Julian/Stockton Mixed Use	261-01-030	715 W. Julian Street	Central	MF	228	10/23/18
Total							6,949	

Approved Projects (Construction Not Yet Commenced)

CPA11-034-01	5/10/11	North San Pedro Apts	259-23-016	201 Bassett Street	Central	MF	135	7/23/14
HA14-009-02	6/5/18	Parkview Towers	467-01-008	northeast corner of the intersection of 1st Street and St. James Street	Central	MF	220	5/13/15
H14-037	11/5/14	NSP3 Tower	259-24-008	201 W. Julian Street	Central	MF	313	8/5/15
PD15-042	9/11/15	Montgomery 7	259-47-068	565 Lorraine Avenue	Central	MF	54	6/21/16
H15-047	9/28/15	Gateway Tower	264-30-089	455 S. 1st Street	Central	MF	300	12/6/16
PD12-013	3/29/12	Ohlone Mixed Use (Block A)	264-14-131	southwest corner of West San Carlos Street and Sunol Street	Central	MF	263	12/16/15
H15-055	11/17/15	6th Street Project	467-19-059	73 N. 6th Street	Central	MF	126	6/29/16
PD15-061	12/4/15	Diridon TOD	259-38-036	402 West Santa Clara	Central	MF	325	5/24/16
PD15-066	12/21/15	Santana Row Lot 12	277-40-017	358 Hatton Street	West Valley	MF	258	8/16/16
PD15-068	12/22/15	Santana Row Lot 17	277-38-003	544 Dudley Avenue	West Valley	MF	110	5/25/16
SP16-016	3/8/16	Park Delmas	259-46-040	201 Delmas Avenue	Central	MF	123	6/29/16
PD16-013	4/7/16	777 West San Carlos St	261-39-045	270 Sunol Street	Central	MF	149	6/21/16
SP16-021	4/11/16	Greyhound Residential	259-40-012	70 South Almaden Avenue	Central	MF	781	5/23/17
PD15-059	6/23/16	Volar (Residential)	277-33-003	350 S. Winchester Boulevard	West Valley	MF	330	6/13/17
PD16-026	8/11/16	7th & Empire	249-38-042	535 N. 7th Street	Central	MF	92	4/11/17
PD16-031	9/27/16	750 West San Carlos	264-15-003	750 W. San Carlos Street	Central	MF	56	12/12/17
SP17-016	4/24/17	425 Auzerais Avenue	264-26-017	425 Auzerais Avenue	Central	MF	130	6/19/17
PD17-014	4/25/17	Stevens Creek Promenade	296-38-013	4360 Stevens Creek Boulevard	West Valley	MF	499	2/26/19
SP17-037	9/1/17	Page Street Housing	277-20-044	329 Page Street	Central	MF	82	12/5/18
HA14-023-02	12/6/17	Post & San Pedro Tower	259-40-088	171 Post Street	Central	MF	228	6/9/18
SP18-016	3/29/18	27 West	259-40-043	27 S. 1st Street	Central	MF	374	2/27/19
H18-057	5/3/18	Balbach Affordable Housing	264-31-109	South East corner of Balbach and South Almaden Blvd	Central	MF	87	1/30/19
H17-019	4/25/17	Spartan Keyes Senior Housing	472-25-092	295 E. Virginia Street	Central	MF	301	1/9/19
CP17-052	11/17/17	Alum Rock Mixed Use	481-19-003	1936 Alum Rock Avenue	Alum Rock	MF	94	3/27/19
SP17-027	6/26/17	Roosevelt Park Apartments	467-12-001	21 N. 21st Street	Central	MF	80	2/6/19
PD17-027	12/14/17	Saratoga Ave Mixed Use	299-37-024	700 Saratoga Avenue	West Valley	MF	300	6/11/19
SP18-001	1/9/18	Garden Gate Tower	472-26-090	600 S. 1st Street	Central	MF	285	11/19/19
H18-026	6/7/18	S. Market Mixed Use	264-30-034	477 S. Market Street	Central	MF	130	5/1/19
PD18-015	6/19/18	Bascom Gateway Station	282-26-007	1330 S. Bascom Avenue	Willow Glen	MF	590	9/10/19

SP18-059	5/10/18	McEvoy Affordable Housing	261-38-004	699 W. San Carlos	Central	MF	365	2/11/20
SPA17-023-01	12/11/18	StarCity (Co-Living)	259-23-006	199 Bassett Street	Central	MF	800	5/29/19
CP18-022	6/26/18	Blossom Hill Affordable Apartments	690-25-021	397 Blossom Hill Road	Edenvale	MF	147	12/11/19
PD19-019	6/4/19	Winchester Ranch	303-38-001	555 S. Winchester Boulevard	West Valley	MF	688	1/14/20
Total							8,127	

Projects Pending City Approval

PDA14-035-05	4/10/17	Communication Hill Village Center	455-28-017	junction of Communications Hill Blvd. and the CalTrain railway to the terminus of Communications Hill Blvd. and Casselino Drive.	South	MF	490	
SP18-057	12/14/17	543 Lorraine Ave Mixed Use	259-47-069	543 Lorraine Avenue	Central	MF	70	---
H18-025	6/5/18	Carlisle	259-35-033	51 Notre Dame Avenue	Central	MF	220	---
SP18-033	6/28/18	Mitzi Place	299-16-001	4146 Mitzi Drive	West Valley	MF	50	---
CP20-001	6/29/18	Silicon Sage	481-07-016	north side of Alum Rock Ave 220 feet westerly of Jose Figueres Avenue	Alum Rock	MF	792	---
PD18-016	6/29/18	Little Portugal Gateway	481-12-069	1663 Alum Rock Avenue	East San José	MF	121	---
H19-021	1/30/19	4th Street Housing	467-20-019	100 N. 4th Street	Central	MF	298	---
PDA15-066-01	6/5/18	Santana Row Lot 12	277-40-017	385 Hatton Street	West Valley	MF	300	---
H18-025	6/5/18	Carlisle	259-35-033	51 Notre Dame Avenue	Central	MF	290	---
PD18-043	10/17/18	Race Street Housing	261-42-058	253 Race Street	Central	MF	206	---
CP18-044	12/19/18	Affirmed housing	484-41-165	2348 Alum Rock Avenue	Alum Rock	MF	87	---
SP19-064	2/19/19	Roem Affordable Housing	284-03-015	961 Meridian Avenue	Willow Glen	MF	230	---
PDA14-035-06	4/2/19	Comm Hill Phase 3	455-28-017	0 Curtner Avenue	South	MF	798	---
PD19-011	4/10/19	Meridian Mixed Use	274-14-152	259 Meridian Avenue	Central	MF	241	---
SP20-004	4/29/19	W. San Carlos Mixed Use	277-18-019	1530 West San Carlos	Central	MF	173	---
H19-019	5/6/19	Kelsey Ayer	259-20-015	447 North 1st Street	Central	MF	115	---
PD19-020	6/13/19	Santa Clara University Mixed Use Housing	230-14-004	1202 Campbell Avenue	West Valley	MF	290	---
CP19-021	6/18/19	Bascom Residential Care	412-25-009	2375 South Bascom Avenue	Willow Glen	MF	138	---
H19-028	6/20/19	750 W San Carlos	264-15-003	750 W. San Carlos	Central	MF	80	---
SP19-067	8/30/19	1301 West San Carlos	261-42-059	1301 W. San Carlos Street	Central	MF	230	---
H19-048	10/10/19	Virginia Studios	472-25-092	295 E. Virginia Street	Central	MF	347	---
PD19-029	10/10/19	Google/ Downtown West	259-38-132	450 W. San Carlos	Central	MF	5,000	---
H19-051	11/18/19	Eden Housing	264-26-088	425 Auzerais Avenue	Central	MF	130	---
CP18-025	6/28/19	Union Assisted Living	421-20-010	0 Union Avenue	Cambrian/Pioneer	MF	152	---
SP19-068	12/3/19	Hemlock Mixed Use Project	277-34-051	2881 Hemlock Avenue	West Valley	MF	51	---
H19-054	12/18/19	Moorpark Supportive Housing	282-44-027	1710 Moorpark Avenue	Willow Glen	MF	108	---
H20-001	1/3/20	Dahlia Apartments	467-11-021	1135 E. Santa Clara Street	Central	MF	91	---
SP20-002	1/8/20	S. Winchester Mixed Use	299-25-038	1073 S. Winchester Boulevard	West Valley	MF	61	---
H20-002	1/15/20	4th and Younger Apartments	235-09-020	1020 N. 4th Street	Central	MF	96	---
Total							11,255	

GRAND TOTAL

28,070

File Number Prefixes: PD= Planned Development Permit; SP= Special Use Permit; H= Site Development Permit; CP= Conditional Use Permit; HA, SPA, CPA, PDA = Amendment to Original Permit

**Major Commercial Development Activity
Projects of 25,000+ Square Feet**

File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Square Footage (approx.)	Hotel Guest Rooms	Approval Date
<u>Projects Completed 2019-2020</u>								
H13-048	12/16/2013	Hampton Inn/Holiday Inn	237-17-067	2088 N. 1st Street	North	173,000	284	9/3/16
HA14-006-01	1/22/2014	Hyatt Place/Hyatt House	101-05-002	82 Karina Court and 2105 N. 1st St.	North	206,000	355	5/7/14
PD16-006	2/5/2016	Vespaio @ Diridon (Commercial)	259-28-004	130 Stockton Avenue	Central	37,500		5/25/16
PD16-015	4/7/2016	Fairfield Inn & Suites	015-45-013	656 America Center Court	Alviso	161,112	261	6/21/16
PD16-017	5/23/2016	Santana Row Commercial (Lot 9)	277-40-030	3060 Olsen Drive	West Valley	30,000		11/9/16
PDA14-037-02	8/22/16	Wingate by Windham	458-17-032	5160 Cherry Avenue	Cambrian/Pioneer	56,032	115	2/8/17
SP14-032	7/24/2014	Capitol Toyota	459-05-019	775 Capitol Ex Auto Mall	South	261,286		1/28/15
Total						1,371,202	1,015	
<u>Projects Under Construction</u>								
HA06-027-02	6/10/2013	Valley Fair Expansion	274-43-035	2855 Stevens Creek Boulevard	West Valley	525,000		10/30/13
PDA12-031-01	11/13/2015	The Platform Retail	241-04-011	north side of Berryessa Road on the southern	Berryessa	37,000		4/13/16
SP17-009	2/22/17	Miro Retail/Office	467-20-086	39 N. 5th Street	Central	39,074		3/15/17
H15-023	5/4/2015	Holiday Inn Expansion	497-38-013	2660 Monterey Road	South	48,100	81	7/13/16
CP16-029	6/16/16	Oakmont Residential Care	659-04-015	easterly side of San Felipe Road approximately	Evergreen	91,714		4/26/17
PD16-025	8/16/16	The Capitol (Formerly Orchard)	254-06-042	641 N. Capitol Avenue	Alum Rock	38,000		1/24/17
PD16-034	4/14/17	Topgolf	015-39-026	4701 N. 1st Street	Alviso	182,000	200	12/13/17
CP17-046	10/26/17	Holden Assisted Living	282-11-014	1015 S. Bascom Avenue	Willow Glen	156,022		9/12/18
H16-032	9/7/16	Hampton Inn	372-25-015	1090 S. De Anza Boulevard	West Valley	51,279	90	8/14/18
H17-044	9/2/17	Hilton Garden Inn	235-03-002	111 E. Gish Road	North	91,460	150	5/7/18
PD17-029	12/15/17	Julian/Stockton Mixed Use	261-01-030	715 W. Julian Street	Central	26,571		10/23/18
PDA08-069-01	9/17/18	Market Park Shopping Center	254-17-084	1590 Berryessa Road	Alum Rock	101,000		5/8/19
Total						1,570,098	755	
<u>Approved Projects (Construction Not Yet Commenced)</u>								
H16-010	2/29/2016	Cambria Hotel	277-34-014	2850 Stevens Creek Boulevard	West Valley	173,043	175	12/7/16
PD08-001	1/7/2008	Pepper Lane Mixed Use	254-15-072	southeast corner of Berryessa and Jackson	Alum Rock	30,000		10/10/08
				On the hills from the junction of Communications Hill Blvd. and the CalTrain railway to the terminus of Communications Hill Blvd. and Casselino Drive.				
PD14-035	3/15/2013	Communications Hill	455-09-040		South	68,000		11/21/14
PD16-039	1/5/17	Creative Center for the Arts	249-39-044	bounded by N. Sixth Street, E. Taylor Street, N.	Central	60,000		10/11/17
CP17-047	10/20/17	Williams Rd Residential Care Facility	299-18-147	3924 Williams Road	West Valley	31,801		11/14/18
H17-023	5/18/17	AC Hotel Stevens Creek Blvd	375-12-017	5696 Stevens Creek Boulevard	West Valley	62,868	168	1/16/19
PDA15-013-02	8/9/18	Evergreen Circle Costco	670-29-024	2140 Quimby Road	Evergreen	209,780		2/22/19
SP18-016	3/29/18	27 West (Retail Component)	259-40-043	27 South 1st Street	Central	35,712		2/27/18
SP18-048	3/27/18	Hotel Baywood	277-34-038	375 South Baywood Avenue	West Valley	123,120	105	2/27/18

CP17-052	11/17/17	Alum Rock Mixed Use (Retail Component)	481-19-003	1936 Alum Rock Avenue	Alum Rock	39,000		3/27/19
H18-002	1/9/18	Silver Creek Valley Rd Hotel	678-93-015	5952 Silver Creek Valley Road	Edenvale	73,862	127	5/1/19
SP18-005	2/1/18	Bark Lane Hotel	372-24-033	7285 Bark Lane	West Valley	45,306	126	6/4/19
H18-016	4/11/18	Piercy Hotel	678-93-040	469 Piercy Road	Edenvale	119,333	175	5/29/19
H18-033	7/24/18	2nd Street Hotel	472-26-070	605 S. 2nd Street	Central	90,263	106	10/2/19
PDA16-034-02	11/5/18	Shilla Stay Hotel	015-39-026	4701 N. 1st Street	Alviso	109,991	200	6/19/19
PDA12-019-04	12/10/18	Coleman Hotel		1125 Coleman Avenue	North	115,392	175	6/26/19
H18-038	8/28/18	Almaden Corner Hotel	259-35-055	8 N. Almaden Boulevard	Central	153,275	272	1/14/20
Total						1,540,746	1,629	

Projects Pending City Approval

H15-014	3/30/15	Tropicana Shopping Center Expansion	486-10-091	1664 Story Road	Alum Rock	31,744		---
H16-042	10/18/16	Tribute Hotel	259-42-079	211 S. 1st Street	Central	186,426	279	---
SP18-060	8/18/17	Stockton Ave Hotel	261-07-001	615 Stockton Avenue	Central	34,698	54	---
H17-059	10/28/17	Hotel Clariana Addition	467-23-088	10 S. 3rd Street	Central	51,573	63	---
SP18-008	1/30/18	Presentation High School Master Plan	446-38-035	2281 Plummer Avenue	Willow Glen	106,248		---
CP18-026	6/29/18	Sunset at Alum Rock	481-07-016	north side of Alum Rock Ave 220 feet westerly of	Alum Rock	26,500		---
CP18-034	9/4/18	995 Oakland Road Hotel	235-16-011	955 Oakland Road	Central	67,766	116	---
SP18-012	2/27/18	West San Carlos Hotel	277-20-035	1470 W. San Carlos Street	Central	64,262		---
PD18-010	3/14/18	Mercedes Dealership Expansion	296-38-012	4500 Stevens Creek Boulevard	West Valley	171,351		---
PD18-035	8/7/18	Stockton Ave Hotel	259-28-028	292 Stockton Avenue	Central	356,470		---
PD18-042	10/9/18	Oakland Road Comfort Suites	241-13-019	northeast corner of Oakland Road and Faulstich northwest corner of Almaden Boulevard and	Berryessa	38,400	61	---
H19-004	1/31/19	South Almaden Office (Retail)	264-28-023	Woz Way	Central	65,000		---
H19-047	10/8/19	Davidson Towers	259-31-071	255 W. Julian Street	Central	23,402		
CP19-031	10/10/19	Stevens Creek Fitness	303-25-016	3806 Stevens Creek boulevard	Central	150,000		
PD19-029	10/10/19	Google - Downtown West Mixed Use		West of Downtown	Central	500,000	800	
Total						1,873,840	1,373	

GRAND TOTAL

6,355,886 4,772

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**Major Industrial/ Office Development Activity
Projects of 75,000+ Square Feet**

File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Square Footage (approx.)	Approval Date
<u>Projects Completed 2019-2020</u>							
H15-010	2/12/2015	SAF Keep Storage	237-08-084	1750 Junction Court	North	120,432	12/9/2015
H15-012	2/17/2015	SuperMicro (Phase 2)	237-05-036	750 Ridder Park Drive	Berryessa	162,500	12/16/2015
H16-031	9/10/2016	SuperMicro (Phase 3)	237-05-063	750 Ridder Park Drive	Berryessa	209,320	10/26/2016
H17-005	1/18/2017	Piercy Warehouse	678-08-057	448 Piercy Road	Edenvale	166,740	9/13/2017
HA13-040-01	4/23/2015	Peery Arrillaga Brokaw/1st Campus	237-16-071	60 E. Brokaw Road	North	117,440	12/16/2015
PD12-019	7/19/2012	Coleman Highline Office	230-46-062	1123 Coleman Avenue	North	683,000	6/10/2013
PD15-031	7/1/2015	Equinix (iStar)	706-09-117	7 Great Oaks Boulevard	Edenvale	386,000	3/9/2016
PD16-017	4/23/2016	Santana Row (Lot 9)	277-40-030	3060 Olsen Drive	West Valley	290,000	11/9/2016
H16-013	3/16/2016	River Corp Center III	259-24-036	353 W. Julian Street	Central	191,397	12/7/2016
Total						3,178,592	
<u>Projects Under Construction</u>							
H15-058	11/23/2015	Senter/Alma Ministorage	477-38-014	Senter Road between E. Alma Avenue and Phelan Avenue	Central/South	91,885	3/15/2017
H16-035	9/27/16	Edenvale Self Storage Facility	678-93-005	5880 Hellyer Avenue	Edenvale	155,550	5/3/2017
PD13-012	3/20/13	237 @ First Street (balance)	015-39-006	4353 N. 1st Street	Alviso	430,458	12/4/2013
PD16-016	4/28/2016	Winchester Ministorage	279-01-017	780 S. Winchester Boulevard	West Valley	84,000	11/9/2016
SP15-031	7/1/2015	Equinix Data Center	706-02-053	west side of Via Del Oro between San Ignacio Avenue and Great Oaks Boulevard	Edenvale	579,000	1/25/2017
H17-034	6/29/17	Panattoni Distribution Center	244-23-069	southwest corner of Oakland Road and Calle Artis	Berryessa	83,117	8/8/2018
H18-037	8/16/18	Adobe North Tower	259-39-116	333 W. San Fernando Street	Central	1,015,200	5/29/2019
H17-040	7/20/17	Monterey Rd Self Storage	456-40-004	2829 Monterey Road	South	142,766	3/21/2018
H18-045	9/27/18	DiNapolo Office	259-43-076	200 Park Avenue	Central	717,246	10/9/2019
Total						3,299,222	
<u>Approved Projects (Construction Not Yet Commenced)</u>							
H14-029	8/14/2014	The Station on North First	101-30-006	2890 N. 1st Street	North	1,653,731	12/10/2014
H15-037	8/25/2015	Broadcom expansion/Innovation Place	097-33-116	3130 Zanker Road	North	536,949	12/2/2015

**Major Industrial/ Office Development Activity
Projects of 75,000+ Square Feet**

File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Square Footage (approx.)	Approval Date
H16-018	4/27/2016	335 West San Fernando St	259-39-116	333 W. San Fernando Street	Central	700,000	11/9/2016
PD15-053	10/29/2015	America Center (balance)	015-45-047	northwest corner of State Highway 237 and Gold Street	Alviso	192,350	1/23/2018
PD15-061	12/4/2015	Diridon TOD (Office)	259-38-036	402 W. Santa Clara Street	Central	1,040,000	5/24/2016
PD15-062	12/9/2015	Bay 101 Technology Place office (Phase II)	235-01-020	1740 N. 1st Street	North	234,192	12/7/2016
PD16-023	7/22/16	Samaritan Medical Phase 1	421-37-001	north of Samaritan Drive, approximately 700 feet east of S. Bascom Drive	Cambrian/Pioneer	350,000	8/2/2017
PD16-037	11/29/16	Self-storage (King Rd)	670-12-006	2905 South King Road	Evergreen	198,000	4/12/2017
SP16-053	11/4/16	Microsoft data center/industrial	015-31-054	1657 Alviso-Milpitas Road	Alviso	426,093	10/24/2017
SP18-020	12/15/17	Akatiff/Platform 16	259-29-104	440 W. Julian Street	Central	982,128	5/30/2018
H17-041	7/21/17	Knox Trojan Storage	481-39-003	1025 Knox Avenue	Alum Rock	139,615	2/28/2018
PD16-027	8/29/16	Oakland Rd Self Storage	235-18-001	645 Horning Street	Central	91,875	5/8/2018
PDA14-005-10	5/3/18	Western Digital Great Oaks Campus	706-07-020	5601 Great Oaks Parkway	Edenvale	73,400	11/14/2018
PD17-014	4/25/17	Stevens Creek Promenade (Office)	296-38-013	4360 Stevens Creek Boulevard	West Valley	233,000	2/26/2019
H18-024	5/31/18	Winfield Self Storage	694-06-009	5775 Winfield Boulevard	Edenvale	109,527	9/4/2019
H18-027	6/12/18	2829 Monterey Distribution	456-40-004	2829 Monterey Road	South	81,100	6/12/2019
PD18-015	6/19/18	South Bascom Gateway Station	282-26-007	1330 S. Bascom Avenue	Willow Glen	213,500	9/10/2019
H17-058	11/2/17	970 McLaughlin Industrial	472-10-109	970 McLaughlin Avenue	Central	223,717	3/13/2019
SP18-054	10/3/18	San Ignacio Data and Office	706-09-023	6320 San Ignacio Avenue	Edenvale	282,000	3/27/2019
PD18-045	10/26/18	Santana West Phase 1	303-40-010	3161 Olsen Drive	West Valley	850,000	5/29/2019
PD18-039	9/12/18	Cloud 10 Skyport Plaza	230-29-117	1601 Technology Drive	North	350,000	12/23/2019
Total						8,961,177	
<u>Projects Pending City Approval</u>							
H18-018	4/30/18	475 Tully Road Mini Storage	477-51-004	475 Tully Road	South	219,282	---
SP18-049	9/5/18	335 Winchester Office	303-39-047	335 S. Winchester Boulevard	West Valley	94,996	---
PD19-029	10/10/19	Google - Downtown West Mixed-Use Plan (Office)			Central	7,300,000	

**Major Industrial/ Office Development Activity
Projects of 75,000+ Square Feet**

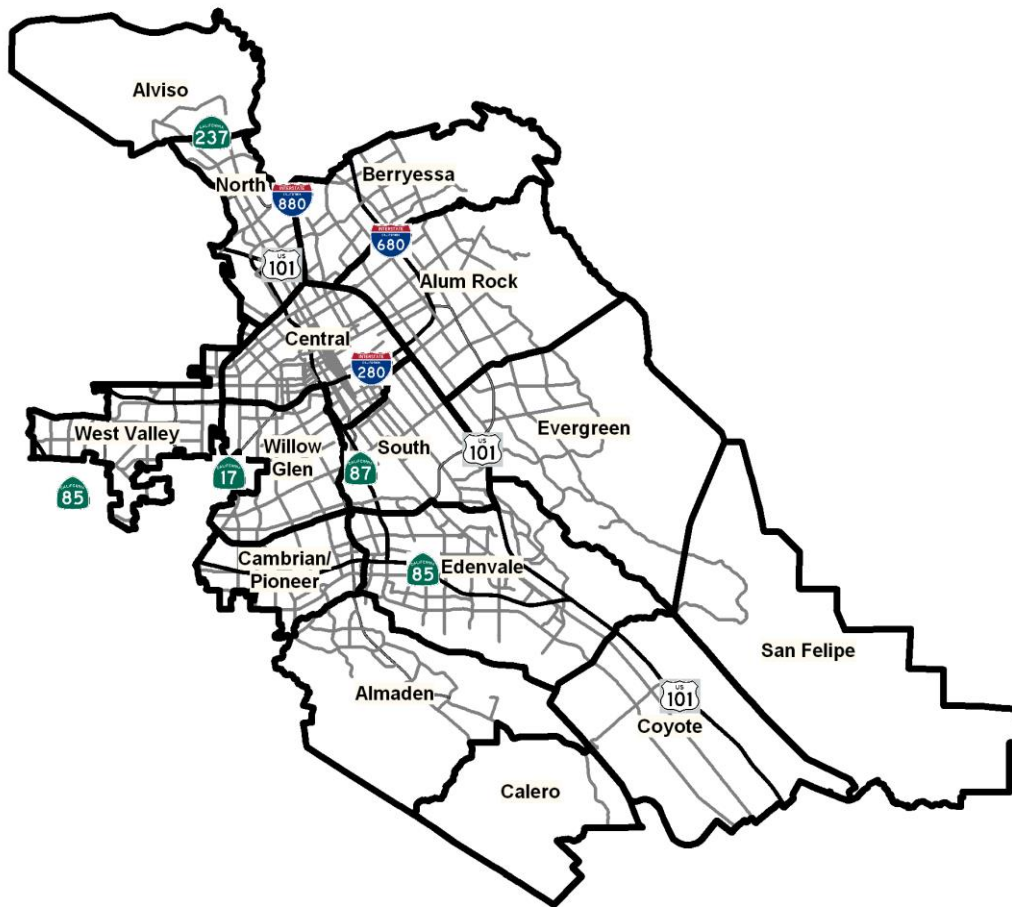
File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Square Footage (approx.)	Approval Date
H18-048	10/11/18	231 Captiol Public Storage	462-19-013	231 W. Capitol Expressway	South	359,232	---
PD18-044	10/30/18	1605 Industrial Avenue Warehouse	237-30-015	1605 Industrial Avenue	Berryessa	180,500	---
SPA17-031-01	10/31/18	Museum Place (amendment)	259-42-023	180 Park Avenue	Central	774,000	---
H19-041	9/19/19	Fountain Alley Office	467-22-002	26 S. 1st Street	Central	90,829	---
H19-004	1/31/19	South Almaden Office	264-28-023	northwest corner of Almaden Boulevard and Woz Way	Central	1,952,045	---
H19-047	10/8/19	Davidson Towers	259-31-071	255 W. Julian Street	Central	666,552	
CP19-031	10/10/19	Stevens Creek Fitness	303-25-016	3806 Stevens Creek Boulevard	West Valley	260,000	
H19-016	4/19/19	City View Plaza	259-41-068	150 Almaden Boulevard	Central	960,567	
Total						12,858,003	
GRAND TOTAL						28,296,994	

File Number Prefixes: PD= Planned Development Permit; SP= Special Use Permit; H= Site Development Permit; CP= Conditional Use Permit; HA, SPA, CPA, PDA = Amendment to Original Permit

VI. MAJOR DEVELOPMENT ACTIVITY MAPS (PLANNING AREAS)

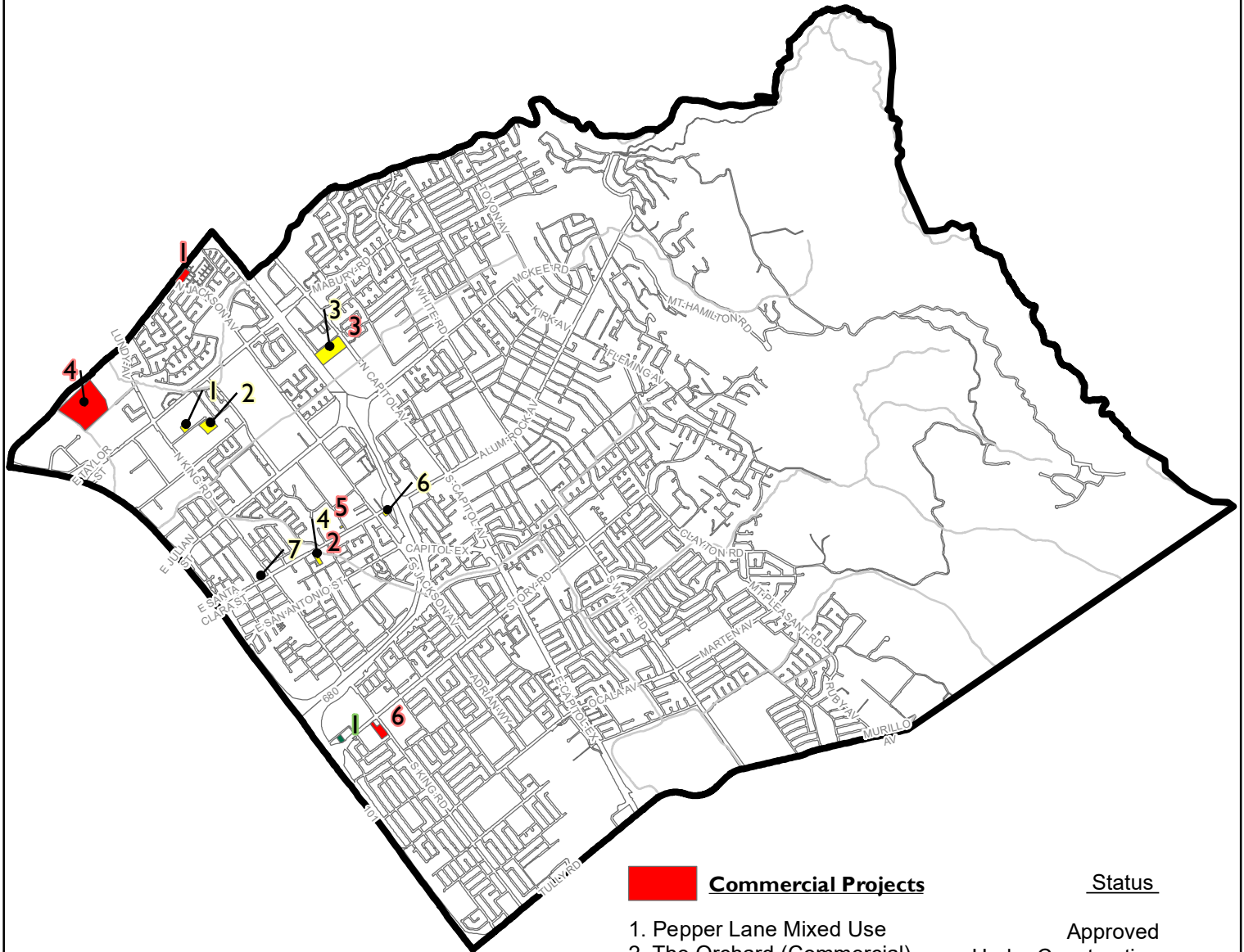
San Jose is divided into a total of fifteen (15) planning areas (see Figure 1, below). The individual planning area maps that follow include projects in all status categories. These maps can be used in conjunction with the data contained in Section V of this report to allow closer analysis of the rate, type, and location of major development activity in the City. (Note: map exhibits are not provided for the Calero and San Felipe planning areas, as no major development activity occurred there and/or these areas are outside the City's Urban Service Area and Urban Growth Boundary).

Figure 1: San Jose Planning Areas



Alum Rock Planning Area

Major Development Activity



Residential Projects

1. King & Dobbin Transit Village Lot E
2. King & Dobbin Transit Village Lot G
3. The Orchard (Residential)
4. Alum Rock Mixed Use
5. Silicon Sage
6. Affirmed Housing
7. Little Portugal Gateway

Total Dwelling Units = 1,450

Status

- | | |
|--------------------|--|
| Completed | 1. King & Dobbin Transit Village Lot E |
| Completed | 2. King & Dobbin Transit Village Lot G |
| Under Construction | 3. The Orchard (Residential) |
| Approved | 4. Alum Rock Mixed Use |
| Pending | 5. Silicon Sage |
| Pending | 6. Affirmed Housing |
| Pending | 7. Little Portugal Gateway |



Commercial Projects

Status

- | | |
|--|--------------------|
| 1. Pepper Lane Mixed Use | Approved |
| 2. The Orchard (Commercial) | Under Construction |
| 3. Alum Rock Mixed Use (Retail) | Approved |
| 4. Tropicana Shopping Center Expansion | Pending |
| 5. Sunset at Alum Rock | Pending |
| 6. Market Park Shopping Center | Under Construction |

Total Commercial Square Feet = 266,224



Industrial Projects

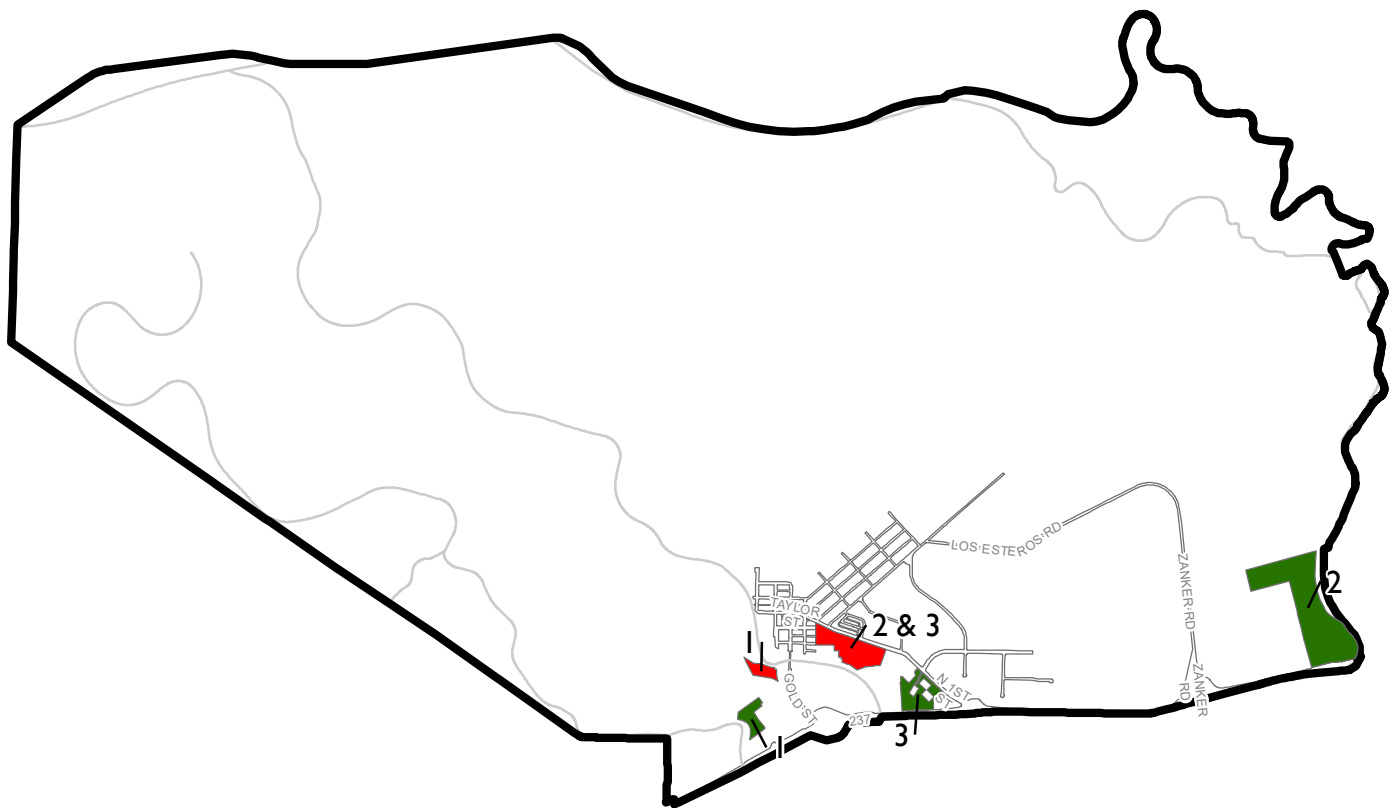
Status

- | | |
|------------------------|----------|
| 1. Knox Trojan Storage | Approved |
|------------------------|----------|

Total Industrial Square Feet = 139,615

Alviso Planning Area

Major Development Activity



■ **Commercial Projects** Status

- | | |
|---------------------------|--------------------|
| 1. Fairfield Inn & Suites | Completed |
| 2. Top Golf | Under Construction |
| 3. Shilla Stay Hotel | Approved |

Total Commercial Square Feet = 453,103

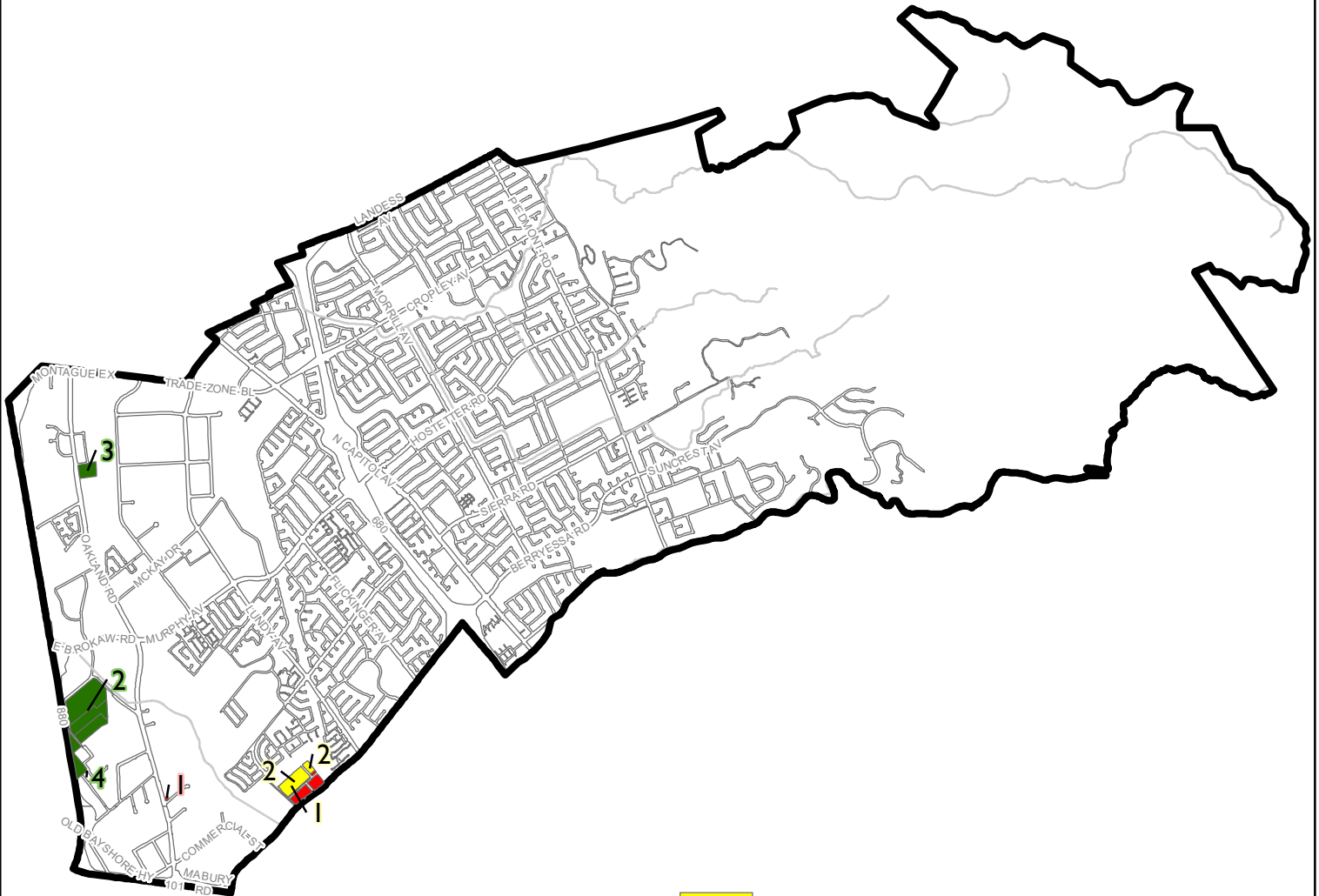
■ **Industrial Projects** Status

- | | |
|--------------------------|--------------------|
| 1. America Center | Approved |
| 2. Microsoft Data Center | Approved |
| 3. 237 @ First Street | Under Construction |

Total Industrial Square Feet = 1,048,901

Berryessa Planning Area

Major Development Activity



Residential Projects

Status

1. Berryessa Flea Market (KB)
2. Platform

Under Construction
Under Construction

Total Dwelling Units = 713

Commercial Projects

Status

1. Oakland Road Comfort Suites
2. Platform - Retail

Pending
Under Construction

Total Commercial Square Feet = 75,400

Industrial Projects

Status

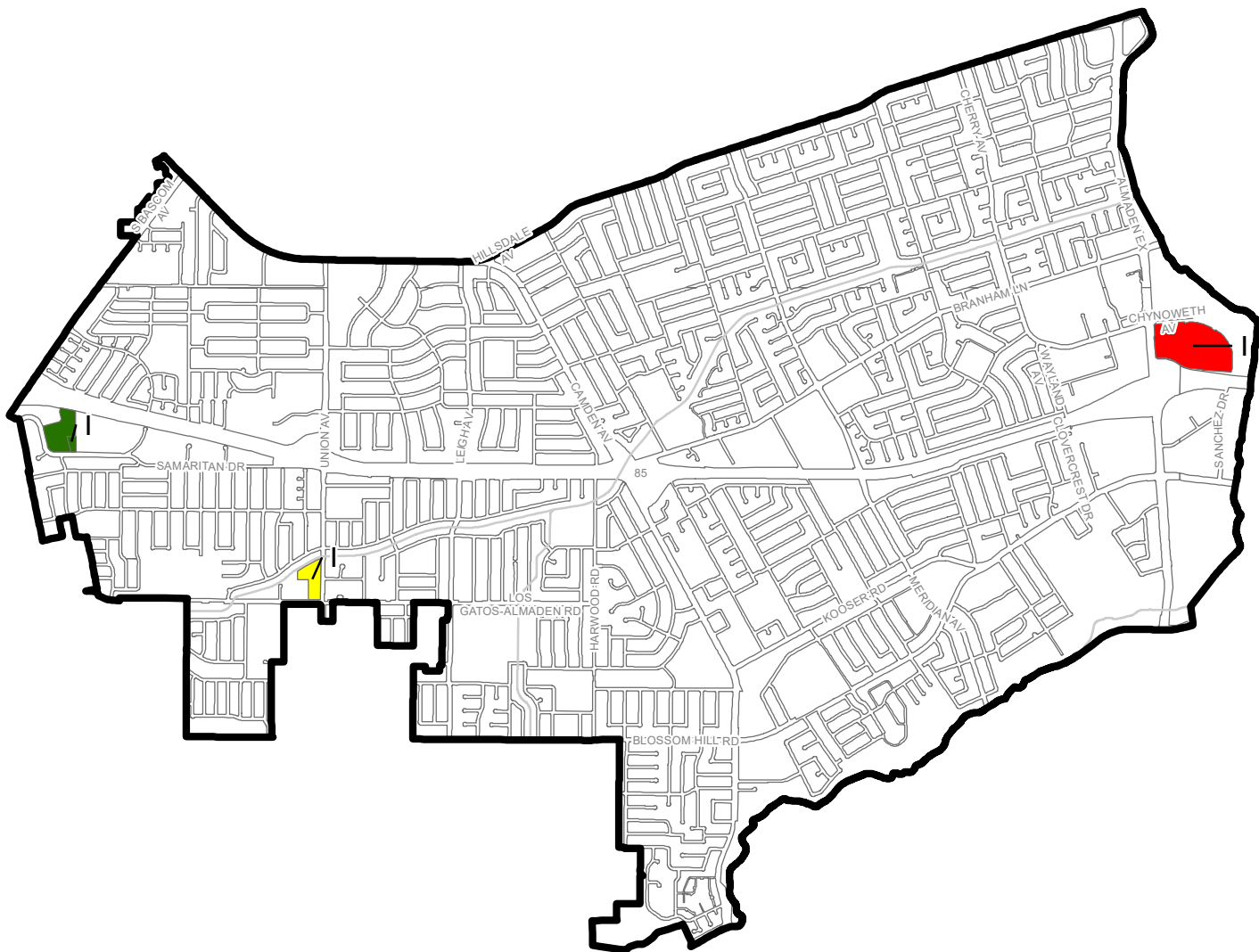
1. SuperMicro (Phase 2)
2. SuperMicro (Phase 3)
3. Panattoni Distribution Center
4. 1605 Industrial Avenue Warehouse




Completed
Completed
Under Construction
Pending

Total Industrial Square Feet = 635,437

Cambrian/Pioneer Planning Area

Major Development Activity



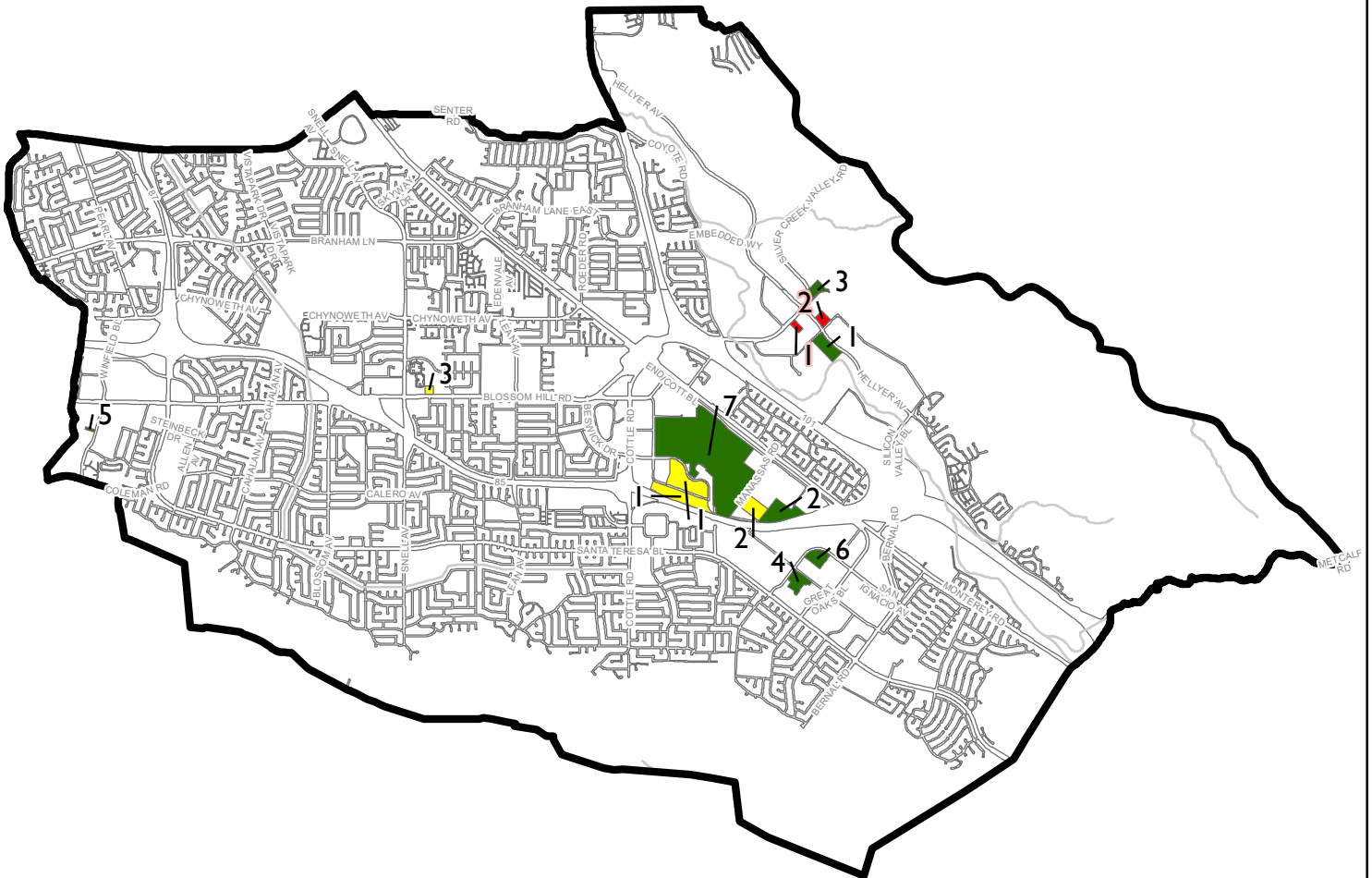
 Commercial Projects	<u>Status</u>	 Industrial Projects	<u>Status</u>
1. Amaden Ranch Hotel	Completed	1. Samaritan Medical Phase 1	Approved
Total Commercial Square Feet = 56,032		Total Industrial Square Feet = 350,000	
 Residential Projects	<u>Status</u>		
1. Union Assisted Living	Pending		
Total Residential Units = 152			

[illegible]

*Symbol size is related to percentage of total square footage for Industrial and Commercial and total units for Residential.

Edenvale Planning Area

Major Development Activity



Residential Projects

Status

- | | |
|---------------------------------------|--------------------|
| 1. South Village (Hitachi) | Under Construction |
| 2. Istar/Great Oaks | Under Construction |
| 3. Blossom Hill Affordable Apartments | Approved |

Total Dwelling Units = 531

Commercial Projects

Status

- | | |
|-----------------------------------|----------|
| 1. Silver Creek Valley Road Hotel | Approved |
| 2. Piercy Hotel | Approved |

Total Commercial Square Feet = 193,195

Industrial Projects

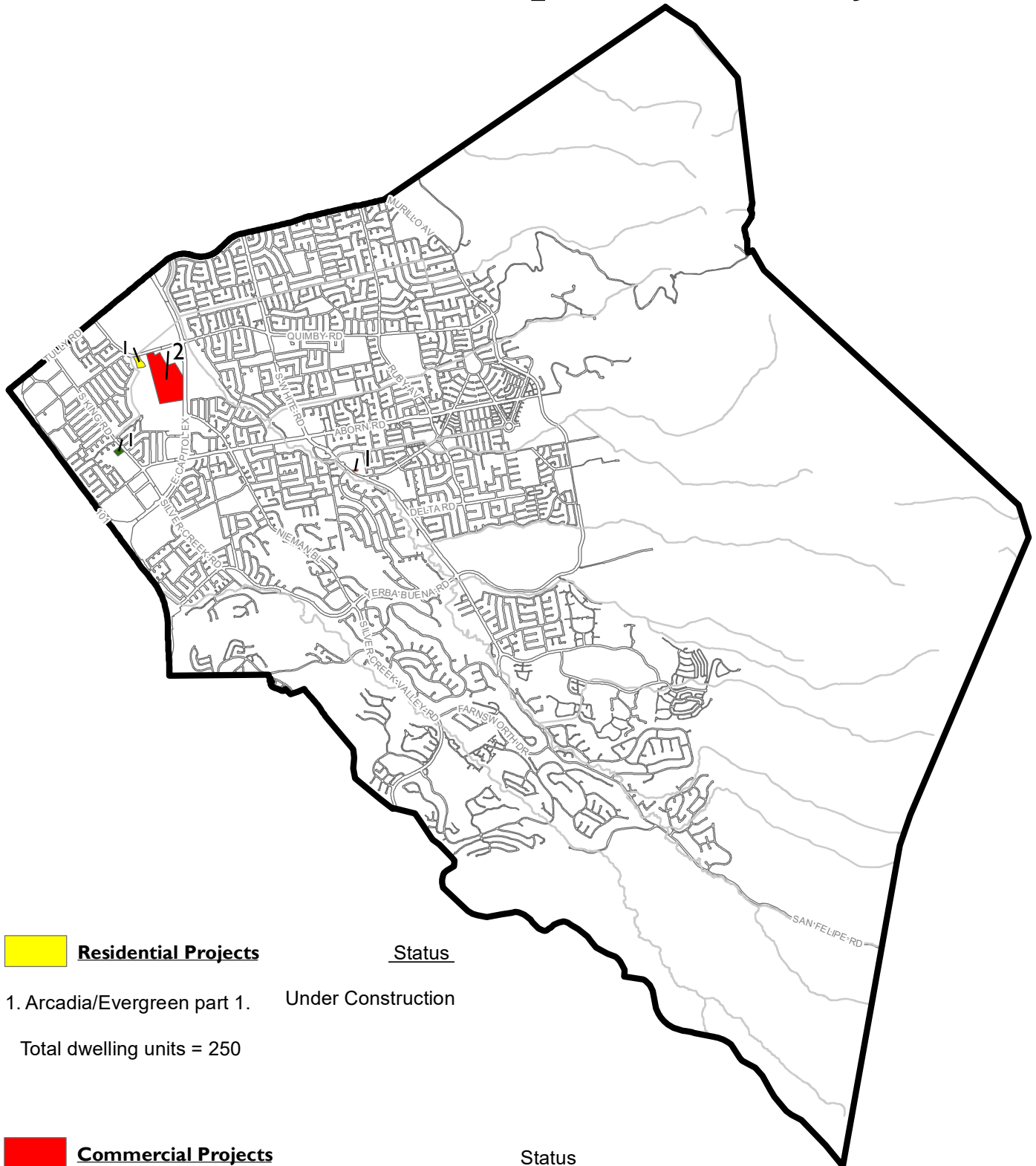
Status

- | | |
|--------------------------------------|--------------------|
| 1. Piercy Warehouse | Completed |
| 2. Equinix(iStar) | Completed |
| 3. Edenvale Self Storage Facility | Under Construction |
| 4. Equinix Data Center | Under Construction |
| 5. Winfield Self Storage | Approved |
| 6. San Ignacio Data and Office | Approved |
| 7. Western Digital Great Oaks Campus | Approved |

Total Industrial Square Feet = 1,752,217

Evergreen Planning Area

Major Development Activity



Residential Projects

Status

- | | |
|------------------------------|--------------------|
| 1. Arcadia/Evergreen part 1. | Under Construction |
|------------------------------|--------------------|

Total dwelling units = 250



Commercial Projects

Status

- | | |
|-----------------------------|--------------------|
| 1. Oakmond Residential Care | Under Construction |
| 2. Evergreen Circle Costco | Approved |

Total Commercial Square Feet = 301,494



Industrial Projects

Status

- | | |
|---------------------------|----------|
| 1. Self-storage (King Rd) | Approved |
|---------------------------|----------|

Total Industrial Square Feet = 198,000

North Planning Area

Major Development Activity



Commercial Projects

1. Hampton Inn/Holiday Inn
2. Hyatt Place
3. Hilton Garden Inn
4. Coleman Hotel

Status

- Completed
- Completed
- Under Construction
- Approved

Total Commercial Square Feet = 585,852



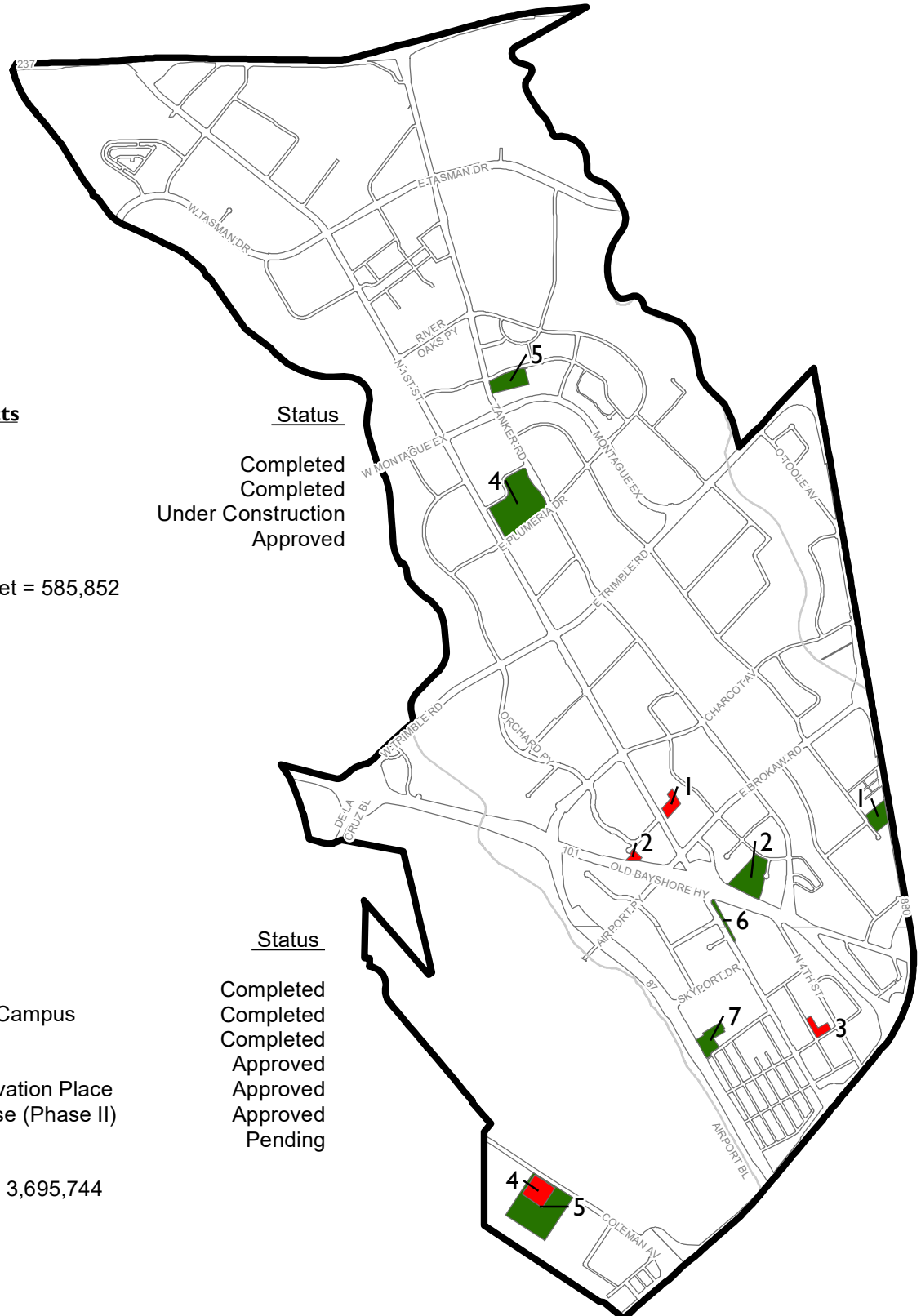
Industrial Projects

1. SAF Keep Storage
2. Peery Arrillaga Brokaw/1st Campus
3. Coleman Highline Office
4. The Station on N. 1st
5. Broadcom Expansion/ Innovation Place
6. Bay 101 Casino & Mixed Use (Phase II)
7. Cloud 10 Skyport Plaza

Status

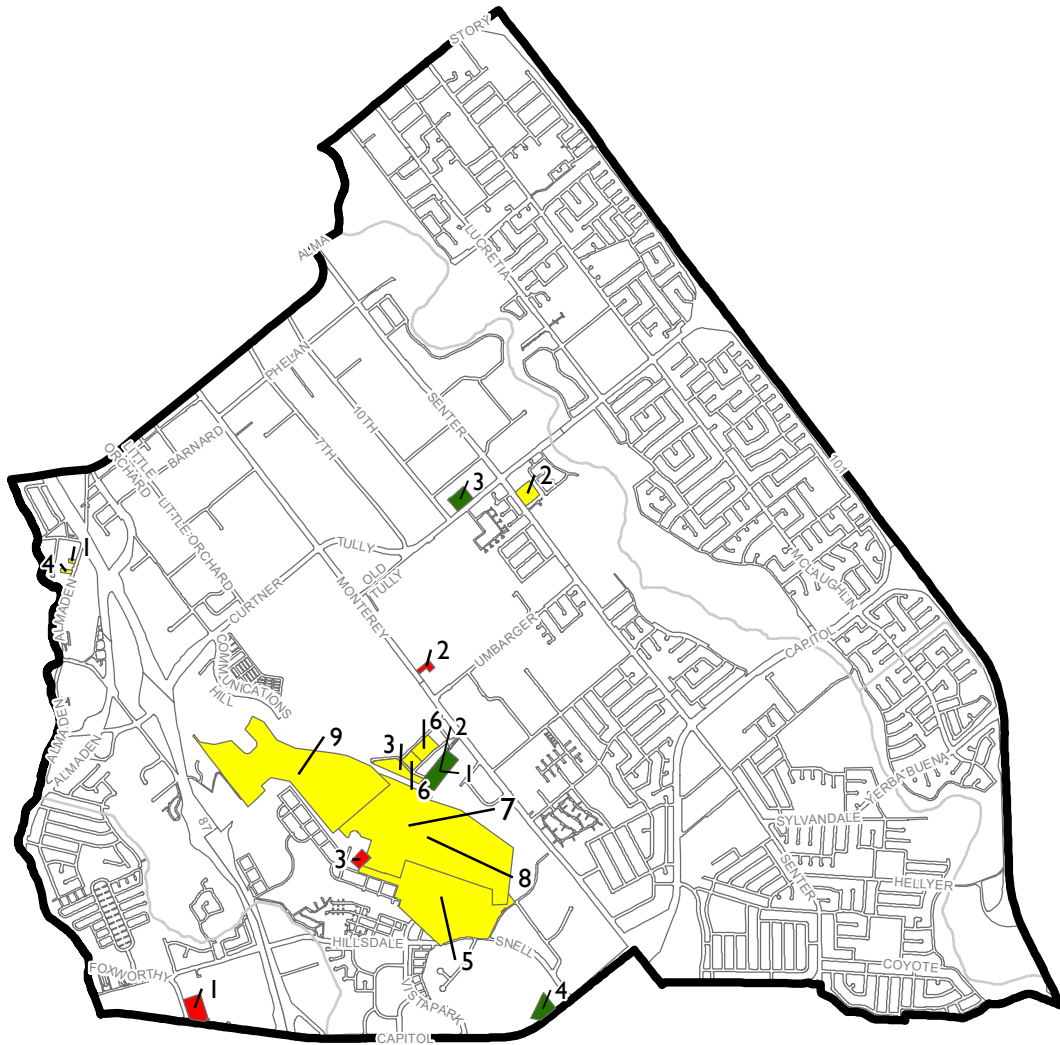
- Completed
- Completed
- Completed
- Approved
- Approved
- Approved
- Pending

Total Industrial Square Feet = 3,695,744



South Planning Area

Major Development Activity



Residential Projects

	<u>Status</u>
1. Scotia Apartments	Constructed
2. Renascent Place	Constructed
3. Murano at Montecito Vista	Under Construction
4. 1807 Almaden Rd	Under Construction
5. Communication Hill (Phase 1)	Under Construction
6. Vicenza at Montecito Vista	Under Construction
7. Communication Hill (Phase 2)	Under Construction
8. Comm Hill Village Center	Under Construction
9. Communication Hill (Phase 3)	Pending

Total Dwelling Units = 2,663

Commercial Projects

	<u>Status</u>
1. Capitol Toyota	Constructed
2. Holiday Inn	Under Construction
3. Communication Hill	Approved

Total Commercial Square Feet = 377,386

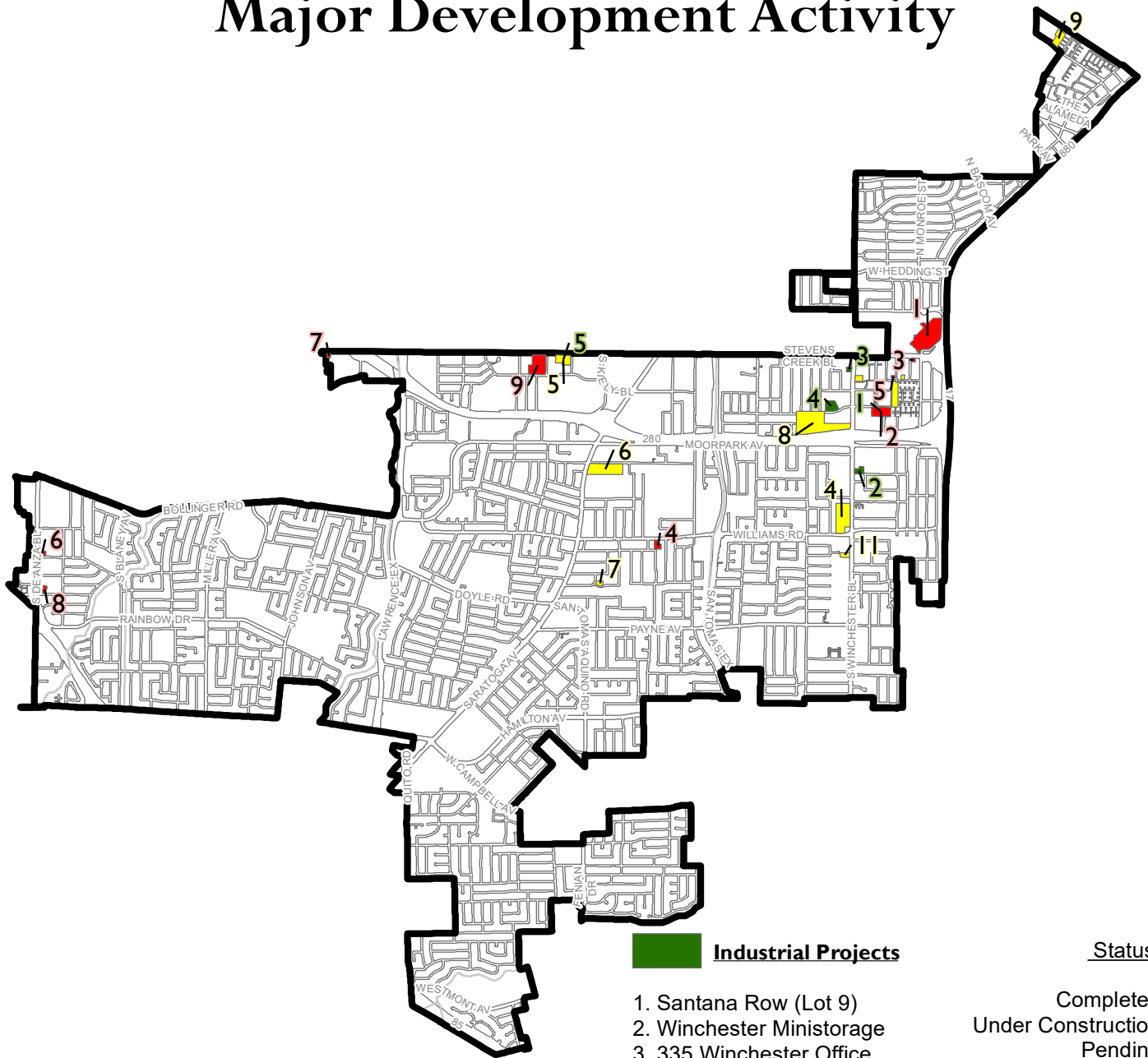
Industrial Projects

	<u>Status</u>
1. Monterey Rd Self Storage	Under Construction
2. 2829 Monterey Distribution	Approved
3. 475 Tully Road Mini Storage	Pending
4. 231 Capitol Public Storage	Pending

Total Industrial Square Feet = 443,148

West Valley Planning Area

Major Development Activity



Residential Projects

	<u>Status</u>
1. Volar (Residential)	Approved
2. Santana Row Lot 17	Approved
3. Santana Row Lot 12	Approved
4. The Reserve	Under Construction
5. Stevens Creek Lopina Signature Project	Approved
6. Saratoga Ave Mixed Use	Approved
7. Mitzi Place	Pending
8. Winchester Ranch	Approved
9. Santa Clara University Mixed Use Housing	Pending
10. Hemlock Mixed Use	Pending
11. S. Winchester Mixed Use	Pending

Total Dwelling Units = 3,577

Industrial Projects

	<u>Status</u>
1. Santana Row (Lot 9)	Completed
2. Winchester Ministorage	Under Construction
3. 335 Winchester Office	Pending
4. Santana West Phase 1	Approved
5. Stevens Creek Promenade	Approved

Total Industrial Square Feet = 1,551,996

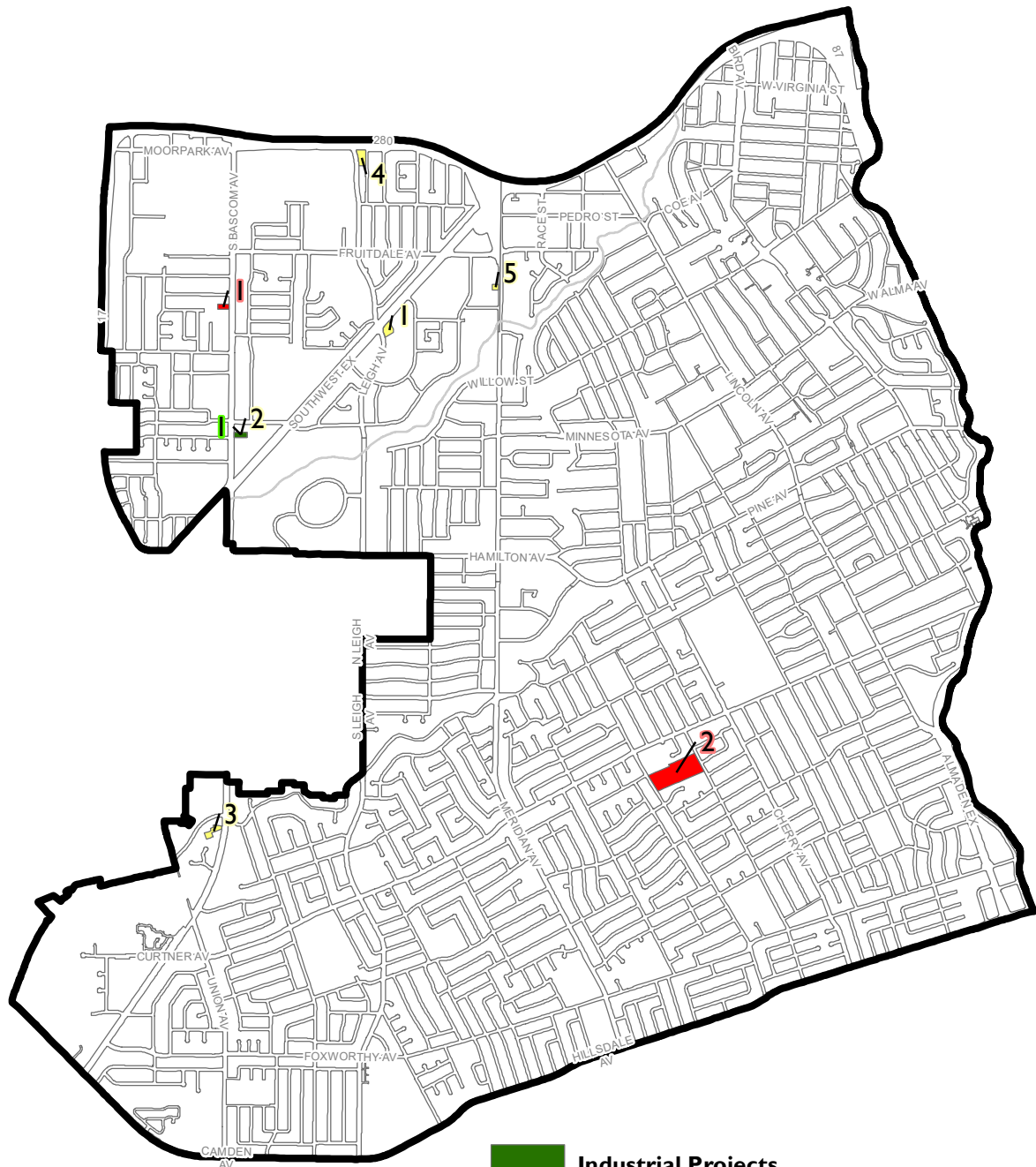
Commercial Projects

	<u>Status</u>
1. Valley Fair Expansion	Under Construction
2. Santana Row Commercial (Lot 9)	Completed
3. Boutique Hotel	Approved
4. Williams Rd Residential Care Facility	Approved
5. Hotel Baywood	Approved
6. Hampton Inn (De Anza Blvd)	Under Construction
7. AC Hotel Stevens Creek Blvd	Approved
8. Holiday Inn Express & Suites (Bark Ln)	Approved
9. Mercedes Dealership Expansion	Pending

Total Commercial Square Feet = 1,253,178²⁵

Willow Glen Planning Area

Major Development Activity



Residential Projects

Status

- | | |
|--------------------------------|--------------------|
| 1. Leigh Ave Apartments | Under Construction |
| 2. Bascom Gateway Station | Approved |
| 3. Bascom Residential Care | Pending |
| 4. Moorpark Supportive Housing | Pending |
| 5. Roem Affordable Housing | Pending |

Total Dwelling Units = 1,130



Industrial Projects

Status

1. South Bascom Gateway Station*

Approved

Total Industrial Square Feet = 213,500



Commercial Projects

Status

- | | |
|---|--------------------|
| 1. Holden Assisted Living on Bascom | Under Construction |
| 2. Presentation High School Master Plan | Pending |

Total Commercial Square Feet = 262,270

VII. APPENDIX: SOURCES

The Department of Planning, Building and Code Enforcement utilized a variety of information sources in the preparation of this report. These sources are described below.

Data Collection and Analysis

The Department's development project database was the primary initial resource for information on applications submitted to the City. Spreadsheets and Geographic Information Systems (GIS) were also used to manage and display this empirical information in a more readily comprehended format. Architectural drawings, aerial photographs, and fieldwork were also used to evaluate site-specific issues that could have affected the anticipated cost or timing of a project's construction.

Planning staff conducted and/or participated in a series of interviews/discussions with people with a variety of perspectives, including City staff processing development applications, developers or their representatives, and others working in the development industry or related fields.

Review of Publications

Planning staff consulted several publications that made contributions to the preparation of this report, including: the Yardi Matrix *Multi-family San José Report* – Winter 2020, Colliers *Silicon Valley 2019 Q4*, *2019 Market Forecast Reports*, and Cushman & Wakefield's *Marketbeat* reports.

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APPENDIX E
San Jose Water
Recycled Water Master Plan – 2022 Update
Wholesaler-Retailer Agreement for Supply of Recycled Water
including First and Second Amendments

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**WHOLESALE - RETAILER AGREEMENT
FOR SUPPLY OF RECYCLED WATER**

**BETWEEN CITY OF SAN JOSE
AND
SAN JOSE WATER COMPANY**

This Agreement is made and entered into of this 8th day of July 1997, (Effective Date) between the City of San Jose, hereinafter referred to as "Wholesaler", and the San Jose Water Company, hereinafter referred to as "Retailer". Wholesaler and Retailer may be referred to herein individually as a "Party" or collectively as the "Parties" or "Parties to this Agreement".

RECITALS

WHEREAS:

- A. Wholesaler is Party to an agreement entitled "Agreement Between San Jose and Santa Clara Respecting Sewage Treatment Plant", dated May 6, 1959, and subsequently amended, concerning a jointly owned Publicly Owned Treatment Works now called the San Jose/Santa Clara Water Pollution Control Plant (WPCP); and
- B. Wholesaler has certain authority as the Administering Agency under the 1959 Agreement and as such is entitled to exercise all powers common both to the City of San Jose and the City of Santa Clara with respect to the WPCP; and
- C. The WPCP regulatory permit requires development of a nonpotable water recycling program; and
- D. The WPCP is permitted by the State of California San Francisco Bay Regional Water Quality Control Board to distribute and use treated effluent as recycled water; and
- E. Wholesaler is supporting the development and construction of a regional recycled water distribution system, with a design capacity of approximately 21.1 million gallons per day (MGD), for the area shown on Exhibit A which is attached hereto and incorporated by reference herein; and

- F. Retailer is a public utility subject to the jurisdiction of the California Public Utilities Commission ("Commission"), and duly authorized to serve recycled water in accordance with Title 22 of the California Administrative Code and the California Department of Health Services; and
- G. Retailer is a private corporation organized and existing pursuant to the laws of the State of California. Retailer purveys water for residential, industrial, commercial, public agency, agricultural and other uses, within Retailer's service area on file with the Commission; and
- H. The parties have differing interpretations concerning how State law, including but not limited to Public Utilities Code Section 1501 et seq. ("Service Duplication Law"), affect the rights and obligations of the parties with respect to distribution of nonpotable recycled water by Wholesaler within Retailer's filed service area boundaries; and
- I. Wholesaler will determine, fund (subject to appropriation), and provide for construction of the most cost effective extensions of a recycled water distribution system to allow retailers and customers within the area shown on Exhibit A to plan for extensions and promote increased delivery of recycled water in accordance with the diversion needs of the WPCP; and
- J. Recycled water to be delivered by the Wholesaler will be an interruptable supply suitable for "non-potable unrestricted use," in accordance with Title 22 of the California Administrative Code and the California Department of Health Services; and
- K. Retailer wishes to acquire recycled water produced by the WPCP to sell to retail customers located within the portion of Retailer's filed service area which is located within the area shown on Exhibit A.

AGREEMENT PROVISIONS

For and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE A. INTRODUCTORY PROVISIONS

1. Definitions

When used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- (a) "Fiscal Year" shall mean each 12-month period during the term of this Agreement commencing July 1 of one year and terminating June 30 of the next succeeding year, both dates inclusive.
- (b) "Each Retailer", or "Other Retailer", shall mean any entity, public or private, contracting with Wholesaler for a supply of recycled water.
- (c) "Point-of-Connection" shall mean the recycled water customer retail meter.
- (d) "Customer Service Rules" means the set of rules, procedures and regulations promulgated by Wholesaler and adopted by Retailer for the receipt and use of recycled water by customers.

2. Term

This Agreement shall commence on the Effective Date. However, no recycled water shall be provided hereunder until the later of:

- (a) The effective date of Retailer's service agreement, if such service agreement is required, with its first retail customer for recycled water; or
- (b) The effective date of the Commission's approval of the Retailer's water service agreements with its first recycled water customer, if such approval is required; or
- (c) The effective date of a tariff schedule authorizing rates, charges, and conditions for Retailer to provide recycled water service to its retail customers (if required by the Commission in lieu of or in addition to the Retailer's water service agreements with the retail customers).

3. Termination

This Agreement shall be effective for an initial term of five (5) years and shall thereafter be automatically renewed for additional terms of five (5) years each, unless either party has given written notice of intent to terminate the Agreement to the other party at least ninety (90) days prior to expiration of the term, or by either party upon 60 day written notice

4. Effect of Termination on Rights and Obligations of the Parties

Nothing contained in this Agreement shall be construed to constitute a waiver or release by either party of any claim, demand, cause of action, defense or immunity that it may have with respect to distribution of nonpotable recycled water by Wholesaler within Retailer's filed service, after the expiration or of termination of this Agreement.

ARTICLE B. RECYCLED WATER SERVICE PROVISIONS

1. Recycled Water Delivery Limitations

- (a) Retailer understands and acknowledges that Wholesaler is charged with the responsibility to operate its sewerage systems in a manner which it determines to be most beneficial to the users thereof. The rights of Retailer to recycled water under this Agreement pertain only to the recycled water which actually is produced by Wholesaler. Nothing contained herein shall be construed to qualify in any manner Wholesalers 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. No such determination which reduces the availability of recycled water to Retailer shall be made unless the Wholesaler has given Retailer at least 60 days advance written notice of such proposed determination and has offered Retailer an opportunity to meet and confer on the issue. Any right of Retailer to recycled water pursuant to this Agreement shall be subordinate to the rights and responsibilities of Wholesaler as herein set forth.
- (b) Nothing herein shall be construed to commit any portion of the recycled water from the WPCP beyond that which will be delivered by Retailer to its customers for reasonable beneficial uses.
- (c) Wholesaler intends to make available only that recycled water from the WPCP in quantities which will not in aggregate exceed those which will be produced at the WPCP. However, any circumstances beyond the Wholesaler's control which cause a reduction in the flow available from the WPCP may, at the discretion of the

Wholesaler, result in a temporary or permanent decrease in recycled water available to Retailer under this Agreement in such amounts as the Wholesaler determines are necessary in order to fairly allocate any such reduced flow among all retailers of recycled water from the WPCP. The Wholesaler shall allocate reduced flow among each Retailer of the recycled water produced by the WPCP in proportion to the actual use by each Retailer in the previous fiscal year of recycled water produced by the WPCP, subject to the preexisting rights of others which preclude such an allocation. The reduced availability will continue in effect until such time as the WPCP and recycled water transmission and distribution system have been restored to normal capacity.

- (d) If Wholesaler ceases delivering recycled water to Retailer, or interrupts delivery of recycled water without any schedule for recommencing delivery to Retailer, during the term of this Agreement, Wholesaler shall pay the cost of connecting or reconnecting Retailer's customers' facilities to Retailer's domestic potable water distribution facilities.

2. Recycled Water Delivery Schedules

- (a) Subject to the provisions hereafter set forth, Wholesaler agrees to make available each fiscal year (July 1 through June 30) during the term hereof to Retailer, recycled water produced at the WPCP. The Retailer shall not be required to accept a minimum amount of recycled water over any period of time.
- (b) For Wholesaler operating and planning purposes, Retailer will cooperate to provide Wholesaler with Retailer's estimated monthly delivery demand for recycled water for the ensuing year and such other information reasonably as Retailer may have available to assist Wholesaler in determining projected annual deliveries for the next ensuing 5 years. Information provided by Retailer concerning estimated demand shall not constitute a commitment by Retailer to accept any amount of recycled water.
- (c) The non-binding, target recycled water delivery schedule for fiscal years 1998-99 through 2001-02 is set forth in Exhibit B, attached hereto and by this reference made a part hereof. This contract is not to be construed as an agreement by Retailer to participate in any way in a Phase II program.

3. Metering and Measurement of Flows

- (a) Retailer agrees to install customer meters meeting local and state requirements at no expense to the Wholesaler for the purpose of measuring the quantity of recycled water delivered and utilized by the retail customers pursuant to this Agreement.
- (b) Wholesaler agrees to size customer service lines to meet or exceed the customer's projected estimated recycled water demand.
- (c) Wholesaler agrees to provide daily operating water pressures at the Retailer's meters between 45 and 120 psi.
- (d) Retailer agrees to inform the Wholesaler in writing of the total quantity of recycled water provided each quarter to each individual service connection where Retailer provides the recycled water.
- (e) Retailer agrees to permit Wholesaler access to meters and records which measure and register recycled water flow for purposes of verifying the quantity of recycled water delivered.
- (f) Wholesaler may measure all recycled water delivered to Retailer. This wholesale delivery (master) metering will be in addition to any retail (customer) metering conducted by the Retailer; it is agreed that Retailer metering shall govern quarterly billing and measure all recycled water delivered to Retailer. The Retailer metering shall also be used for reporting recycled water usage to regulatory agencies.

4. Recycled Water Quality

- (a) Wholesaler agrees that all recycled water to be delivered by it to Retailer pursuant to the terms of this Agreement will be of such quality that the same may be used for all purposes allowed for disinfected tertiary recycled water. Wholesaler agrees that the recycled water to be delivered to Retailer pursuant to this Agreement shall conform to the quality requirements set forth in the then current disinfected tertiary recycled water quality and monitoring regulations specified in Title 22, Division 4, Chapter 3: Wastewater Reclamation Criteria (California Code of Regulations), as further regulated by the California Regional Water Quality Control Board - San Francisco Bay Region, the California Department of Health Services and all other federal, state and local agencies having jurisdiction over recycled water quality, and as such are subsequently amended from time to time.

- (b) During the term of this Agreement, Wholesaler shall pay all costs imposed by any and all governmental agencies having jurisdiction over the quality or use of recycled water for the issuance of any permits, licenses or approvals required for the production, treatment, distribution or sale of Wholesaler's recycled water. Wholesaler further shall be responsible for paying any charges, fees, surcharges, assessments or other sums, if any, imposed upon the production, distribution, or sale of Wholesaler's recycled water by the Santa Clara Valley Water District.
- (c) Both Parties recognize that factors beyond the control of Wholesaler could cause operational difficulties at the WPCP resulting in the temporary production of recycled water which does not meet the current requirements for disinfected tertiary recycled water established by the RWQCB, Title 22 or Title 17 of the California Administrative Code and the California Department of Health Services or other regulatory agencies for the Retailer's customers intended uses. In such cases, the Wholesaler shall temporarily suspend Retailer's right to recycled water from Wholesaler's facilities. Wholesaler shall use its best efforts to re-establish the production of recycled water of a suitable quality as soon as reasonably possible and shall re-establish Retailer's supply of such water accordingly.
- (d) Wholesaler shall immediately notify Retailer if recycled water from the WPCP does not meet or has not met for any period of time the current applicable regulatory requirements or if deliveries of recycled water will be suspended. Such notice shall be given verbally to Retailer, telephone (408-279-7807 between 8:00 a.m. - 4:30 p.m. weekdays, or the Retailer's Emergency Operator, telephone (408-279-7900) after hours, weekends, and holidays, with a follow-up written confirmation by personal delivery or FAX (408-292-5812) on the same day verbal notice is given, or on the next business day if verbal notice is not given during business hours. Retailer may change the numbers for provision of verbal notice and fax confirmation by providing written notice of such change to Wholesaler.

5. Recycled Water Limitation of Use

- (a) Recycled water delivered from the WPCP pursuant to terms hereof has limited uses, and Retailer agrees to provide the recycled water it receives hereunder only to retail customers where the Wholesaler has previously represented that the Customer's uses or purposes

are legally permissible under the laws of the state and the directives of the all appropriate regulatory agencies.

- (b) Wholesaler shall promulgate and enforce rules and regulations governing the use of recycled water resold by Retailer to Customers (herein known as Customer Service Rules, or "CSR"). Wholesaler shall pay all costs incurred in the drafting and preparation of the CSR. Wholesaler shall obtain all requisite certifications and approvals from all federal, state and local agencies having jurisdiction of the production, quality and use of recycled water, including but not limited to the California Regional Water Quality Control Board, San Francisco Bay Region and the State of California Department of Health Services, that such CSR comply with the regulations, requirements and orders of such regulatory agencies. Wholesaler shall transmit to Retailer such approved CSR for adoption by Retailer and Retailer shall, within ninety (90) days after receipt thereof, incorporate the CSR into Retailer's promulgated rules and regulations governing the distribution, delivery and sale of water within the service boundaries of Retailer. Promptly upon adoption, Retailer shall transmit to Wholesaler Retailer's adopted CSR, and Retailer shall notify Wholesaler of any amendments to or modifications of the CSR adopted by Retailer. Should Wholesaler choose to make reasonable amendments or modifications to the CSR not contrary to this Agreement, or be required by any governmental agency exercising jurisdiction of the distribution, sale or use of the recycled water to modify or amend the CSR, Wholesaler shall promptly furnish such modifications or amendments to Retailer; and Retailer shall, after being provided a ninety (90) day period in which to review, comment upon, and/or meet and confer with Wholesaler regarding proposed modifications or amendments, incorporate such modifications or amendments into Retailer's adopted rules and regulations.
- (c) Retailer shall include in its promulgated rules and regulations a requirement that any new or future customer of recycled water permit representatives of Wholesaler and Retailer to enter the premises of the Customer at all reasonable times for the purpose of monitoring, inspecting, analyzing and observing the Customer's on-site water facilities and the utilization practices of the customer of recycled water.
- (d) Wholesaler shall monitor the use of recycled water by customers to safeguard against misuse or improper application by the customer or the public at large.

6. Permits

This Agreement is conditioned on obtaining the necessary permits relating to the use of recycled water and the development and construction of a regional recycled water distribution system. Each of the Parties undertakes and agrees, severally and jointly as appropriate, to file any and all applications and undertake such proceedings as may be necessary to enable each Party to carry out the undertakings contemplated herein, and to pursue each application and proceedings in good faith and due diligence. Wholesaler will act as lead agency in obtaining, complying with, and maintaining these permits. However, both Wholesaler and Retailer are responsible, where applicable, to comply with the regulations set forth in these permits. Wholesaler shall be responsible for all initial permits and inspections for Customers' on-site facilities.

ARTICLE C. RECYCLED WATER FACILITIES

1. Construction of Facilities

- (a) Recycled water delivered to Retailer pursuant to this Agreement shall be provided by Wholesaler through treatment and distribution facilities constructed in part within the portion of Retailer's filed service area which is located within the areas shown on Exhibit A. Wholesaler agrees to provide Retailer, on an annual basis, with a list of the recycled water capital projects included in Wholesaler's capital budget for the ensuing fiscal year.
- (b) Wholesaler agrees to provide service taps from its distribution facilities as well as service lines to each of Retailer's customer meters (point-of-connection), from which recycled water may be received by Retailer for sale to Retailer's retail customers. Retailer shall purchase and install Customer meters.
- (c) Wholesaler agrees and warrants that it will not allow or cause to occur cross connections between the recycled water distribution system and the potable system of Retailer during the construction, extension or modification of transmission, distribution or customer recycled water pipelines or facilities within Retailer's service area.
- (d) Wholesaler shall ensure that backflow prevention devices and such other devices and equipment as may be required by the RWQCB, Title 22 of the California Administrative Code, the California Department of Health Services or other regulatory agencies for the protection of the potable water supply are installed on customer's premises, at no cost or expense to Retailer, prior to the commencement of deliveries of recycled water to a particular

connection point. Wholesaler shall provide for separate marking of the non-potable recycled water system in accordance with industry standards and regulations in existence as of the date of this Agreement.

- (e) Wholesaler may make funds available for the design and construction of necessary customer retrofits to convert Retailer's customers' on-site facilities for the use of recycled water. Customers will also have the option of funding their own design and construction of the necessary retrofits. Any recycled water customer receiving a loan from the Wholesaler for the retrofit of its recycled water system will be billed by the Wholesaler. Retailer shall have no obligations with respect to payment collection from customers receiving loans from Wholesaler.
- (f) This Agreement does not address the rights and obligations of the parties in the event that relocation of Retailer's potable water facilities located City of San Jose public streets is necessary to allow construction of Wholesaler's facilities; the rights and obligations of the parties in the event that relocation is necessary shall be determined under provisions of law existing at the time relocation is required.

2. Extension of Facilities

- (a) Wholesaler shall review all recycled water pipeline extensions proposed by any customer or Retailer. In the event a customer or Retailer requests the Wholesaler to construct or fund a recycled water pipeline extension, the Wholesaler shall determine in its sole discretion whether to do so. All construction or funding of extensions by Wholesaler will be approved and ranked using uniform selection criteria set at the sole discretion of Wholesaler. The selection criteria shall include, but may not be limited to, an analysis of the marginal cost (including both capital and O&M cost estimates) of the proposed pipeline extension and the amount of recycled water projected to be sold along the pipeline extension. Funding, if any, by Wholesaler shall be within the WPCP capital budget and will be subject to Treatment Plant Advisory Committee and City of San Jose Council appropriations and approvals. Subject to funding, the Wholesaler shall publish each fiscal year the capital budget for recycled water distribution pipeline extensions to be funded by Wholesaler.

- (b) Additional funding for recycled water pipeline extensions may be funded by a customer. In the event a customer funds a portion or all of the costs for construction of a recycled water pipeline extension, Wholesaler shall hold title to all said extension facilities and to all appurtenances up to the points of connection. Service to, operation and maintenance of extension facilities shall be subject to all other provisions of this Agreement.

3. Ownership, Operation and Maintenance of Facilities

- (a) Except as subject to any other agreements, Wholesaler agrees to own, operate and maintain at no cost to Retailer, all transmission and distribution facilities covered by this Agreement up to the points of connection.
- (b) Retailer agrees to own, operate and maintain at no cost to Wholesaler, its water meters required to receive at the point of connection the recycled water for delivery to Retailer's retail customers
- (c) Customers shall own, operate and maintain all on-site facilities for the use of recycled water, subject to any security interest Wholesaler may have from outstanding retrofit loans.
- (d) Wholesaler agrees and warrants that it will not allow or cause to occur any cross-connections between the recycled water system and the potable system of Retailer during the operation, maintenance, reconstruction or repair of the transmission or distribution pipelines within Retailer's service area.
- (e) Wholesaler recognizes the special quality considerations relating to recycled water and Wholesaler shall perform its maintenance, repair and replacement responsibilities in a prompt, timely and efficient manner and in accordance with industry standards for customer service, skill and workmanship. Retailer retains the right, upon at least ten (10) days written notice to Wholesaler, to make repairs to recycled water facilities within the service area boundaries of Retailer if they are not made by Wholesaler in a timely and efficient manner. Retailer shall receive a credit, to be applied against the payments due Wholesaler under this agreement, for the costs incurred by Retailer for necessary maintenance, repair and replacement activities actually undertaken by or on behalf of Wholesaler after the expiration of the notice period, which costs shall include the actual labor, material and equipment cost, plus actual overhead costs.

- (f) Wholesaler shall be responsible for compliance with all discharge limits and reporting requirements for recycled water as established by any federal, state or local agency, including but not limited to the State Regional Water Quality Control Board, for any and all planned and unplanned discharges of recycled water, including but not limited to, water main flushing, water main breaks, water storage reservoir overflows or dewatering for system maintenance work. Wholesaler shall be responsible to see that recycled water operations do not create nor cause nuisance conditions that degrade the quality or designated beneficial uses of any receiving land, waterway or waters.

4. Monitoring

Retailer's responsibility for operation, management, maintenance and monitoring of facilities shall be limited to facilities under the control of the Retailer. Wholesaler agrees to accept responsibility for conformance to all other monitoring, reporting, and any other requirements assigned to the "recycled water agency" in Title 22 of the California Administrative Code and the California Department of Health Services, including customer monitoring requirements.

5. Reporting

Retailer agrees to provide Wholesaler the following reporting information and services:

- (a) Quarterly billing information, including the amount of recycled water used by each customer during the billing cycle, to be provided within 30 days of the close of each fiscal quarter, to the extent allowed by Commission regulations.
- (b) Adequate notification of Retailer start-ups and disconnections.

ARTICLE D. PAYMENT PROVISIONS

1. Recycled Water Pricing Policy

The wholesale rates for recycled water shall provide an economic incentive for use of recycled water by customers. Retail rates shall also provide an incentive for use of recycled water, subject to approval by the Commission.

2. Recycled Water Rate Review

Wholesaler shall charge for the delivery of recycled water in accordance with the rate schedule for recycled water service as such rate schedule is established by the Wholesaler and approved by the Treatment Plant Advisory Committee and approved by the City of San Jose Council. Wholesaler may review and establish said rate schedule from time to time. Retailer shall be given an opportunity to meet and confer upon the pricing policy and rate with the Wholesaler prior to setting or revision of the wholesale recycled water rate. Retailer will seek approval from the Public Utilities Commission, of retail water rates which will provide for a total cost to the customer for the recycled water that is comparable to, or less than, the total cost of the customer's existing legal water supply. Wholesaler shall be given an opportunity to meet and confer with Retailer upon the pricing policy and rate prior to submission of the rate request to Public Utilities Commission.

3. Billings

Retailer agrees to make quarterly payments for the total amount of recycled water delivered in each fiscal quarter at the unit price as determined in this Article D.

4. Time and Method of Payment

The fiscal year for the purpose of calculating payments from Retailer to Wholesaler shall be July 1 through June 30. Retailer agrees to make quarterly payments within 30 days of the receipt of invoice from Wholesaler.

5. Non-Payment Disconnection

In the event of non-payment for 60 days after mailing of invoice, unless such amount is the subject of a dispute, Wholesaler may disconnect Retailer's facilities at the points of connection and order all Retailer's facilities removed from Wholesaler property. This remedy is in addition to all other remedies provided by law.

ARTICLE E. GENERAL PROVISIONS

1. Amendments

This Agreement may be amended at any time by mutual written agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Wholesaler agrees that in the event of legally enforceable action by a cognizant governmental body,

producing a prospective change in the volume of use of recycled water by Retailer's customers, Wholesaler will make such amendments to Exhibit B of this Agreement as the circumstances may reasonably and equitably require.

2. Compliance with Laws

The parties shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments, including but not limited to ordinances of the City of San Jose. Nothing herein contained shall be construed as stopping or otherwise preventing Retailer from contesting by litigation or other lawful means the validity, constitutionality, construction, or application of any law of this state, any ordinance of Wholesaler or the City of San Jose, or any rule, regulation or practice of Wholesaler or the City of San Jose.

3. Waiver of Rights

Any waiver at any time by either Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter. None of the covenants or agreements herein contained can be waived except by the written consent of the waiving Party.

4. Notices

All notices or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be deemed to have been given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

Wholesaler: Director, Environmental Services Department
SJ/SC Water Pollution Control Plant
700 Los Esteros Road
San Jose, California 95134

Retailer: President
San Jose Water Company
374 West Santa Clara St.
San Jose, California 95196

The address to which any notice or other writing may be given or made or sent to either Party may be changed upon written notice given by such Party as above provided.

5. Severability

If any one or more of the covenants or agreements set forth in this Agreement on the part of Wholesaler or Retailer or either of them to be performed should be contrary to any provision of law or contrary to the policy of law to such extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in no way affect the validity of this Agreement.

6. Paragraph Headings

Paragraph headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof.

7. Successors and Assigns

Subject to the provisions of the succeeding Section 8 hereof, this Agreement and all the terms, covenants, agreements, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

8. Assignment

- (a) No assignment or transfer by Retailer of this Agreement or any part hereof, or of any rights hereunder or interest herein of Retailer, shall be valid unless approved by Wholesaler, which approval Wholesaler agrees shall not be unreasonably withheld.
- (b) The foregoing provisions of this Section 8 to the contrary notwithstanding, no consent shall be required on an assignment to a Public Agency with the power of eminent domain if
 - (1) Such Public Agency expressly assumes all obligations of this Agreement; or
 - (2) Said Public Agency assumes only a portion of the obligations of this Agreement, and Retailer remains obligated for the remainder.
- (c) In the event Retailer shall sell, transfer, or convey any part or parts or its recycled water system to any entity, public or private, Retailer may assign to the purchaser thereof a portion of Retailer's rights,

privileges and obligations hereunder and, in Retailer shall be relieved of such portion of such obligations of Retailer so assigned if, following such sale, transfer, or conveyance, Wholesaler furnishes recycled water to such entity, or Wholesaler under an agreement with such entity existing prior to such sale, transfer, or conveyance, increases the amount of recycled water delivered to such entity in order to meet in part the increased recycled water requirements of such entity resulting from such sale, transfer, or conveyance.

9. Indemnification

- (a) Wholesaler shall save Retailer and its officers, agents and employees harmless from and against and shall indemnify Retailer from any liability, loss, costs, expenses or damages however caused by reason of any injury (whether to body, property, or personal or business character or reputation), including any injury based on product liability, environmental damage or contamination, or health-related claims, sustained by or to any person by reason of any act, neglect, default, or omission of Wholesaler or any of its agents, employees, or representatives, or caused by reason of the design, construction, operation or maintenance of the facilities, or the distribution and sale to Retailer for resale purposes herein of recycled water; provided that Wholesaler shall not be responsible for the negligent operation, maintenance or repair of the facilities within Retailer's service boundary by Retailer or any Customer.
- (b) If Retailer is sued in any court for damages by reason of any of the acts for which Wholesaler is required to indemnify Retailer in this agreement, but not by way of limitation, damages arising out of a products liability claim, Wholesaler shall defend said action (or cause the same to be defended) at its own expense and shall pay and discharge any and all amounts of judgment that may be rendered in any such action. Retailer shall notify Wholesaler within thirty (30) days after receipt of any claim, demand or action which may be covered by City's indemnity obligation as set forth in this Section E.9 (b).
- (c) Upon Wholesalers acceptance of the protection, defense, or indemnification of Retailer, Retailer shall cooperate in all respects with Wholesaler, and with any attorney employed by Wholesaler. Retailer further designates the individual named in Section E 4 above as the person responsible for ensuring full cooperation of Retailer with the Wholesaler's protection, defense and indemnity of Retailer. Retailer waives any right that it may have to compel Wholesaler to retain independent counsel to represent Retailer,

and specifically agrees to representation by any attorney selected by Wholesaler, including the Office of the City Attorney of the City of San Jose.

- (d) If Wholesaler fails or neglects to so defend in said action, Retailer may defend the same and any expense, including reasonable attorneys fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand, or be deemed a debt of Wholesaler to be offset against any and all revenues due Wholesaler by Retailer until such debt is discharged in full. Nothing herein is intended to nor shall it relieve Retailer or any Customer from liability for its own willful acts or active negligence.
- (e) Retailer shall save Wholesaler, its officers, agents and employees free and harmless from any and all cost liability, damages or claims arising out of any act or omission to act, including any negligent act by Retailer, its officers, agents or employees arising out of the Retailer's performance of its obligations under this Agreement.
- (f) Nothing contained herein shall be construed as a waiver of any immunities or defenses that either party may have under applicable provisions of the California Tort Claims Act (Government Code Section 810 et seq.)

10. Reasonable Cooperation

If any third Party claim is made against either or both Parties hereto relating in any way to the receipt, distribution or use of recycled water hereunder, each Party agrees to provide reasonable cooperation to the other Party under the circumstances in the defense of such claims in any proceeding, including without limitation, arbitration, judicial proceedings or administrative proceedings.

11. Integrated Agreement

There are no understandings or agreements except as herein expressly stated.

12. Dispute Resolution

Any controversies between Parties regarding the construction or application of this Agreement, and claims between the Parties arising out of this contract or its breach, shall be submitted to non-binding mediation within 30 days of the written request of one party after the service of that request on the other party. The Parties may agree on one mediator. If

they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of Santa Clara County appoint a mediator. The mediation meeting shall not exceed one day (eight hours). The Parties may agree to extend the time allowed for mediation under this Agreement. The costs of mediation shall be borne by the party requesting the mediation. Mediation under this section is a condition precedent to filing an action in any court.

13. Governing Law and Venue

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be vested exclusively in the State Courts of the county of Santa Clara, or where appropriate, in the United State District Court for the Northern District of California, San Jose, California.

14. California Public Utilities Commission Compliance


This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. All changes or modifications by the Public Utilities Commission of the State of California to this Agreement shall require mutual written agreement of the Parties.

IN WITNESS WHEREOF, Wholesaler and Retailer have each caused this Agreement to be executed on the day and year first herein above written.


APPROVED AS TO FORM:


MOLLIE J. DENT
Senior Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By: 
Nina S. Grayson
Assistant to the City Manager

APPROVED AS TO FORM:


ROBERT LOEHR, ESQ.
SAN JOSE WATER COMPANY

SAN JOSE WATER COMPANY

By:  5/13/97
RICHARD BALOCCO
Vice President

TRIBUTARY AREA
TO
SAN JOSE-SANTA CLARA
WATER POLLUTION CONTROL PLANT
SHOWING SOUTH BAY WATER RECYCLING
PIPELINE ALIGNMENT

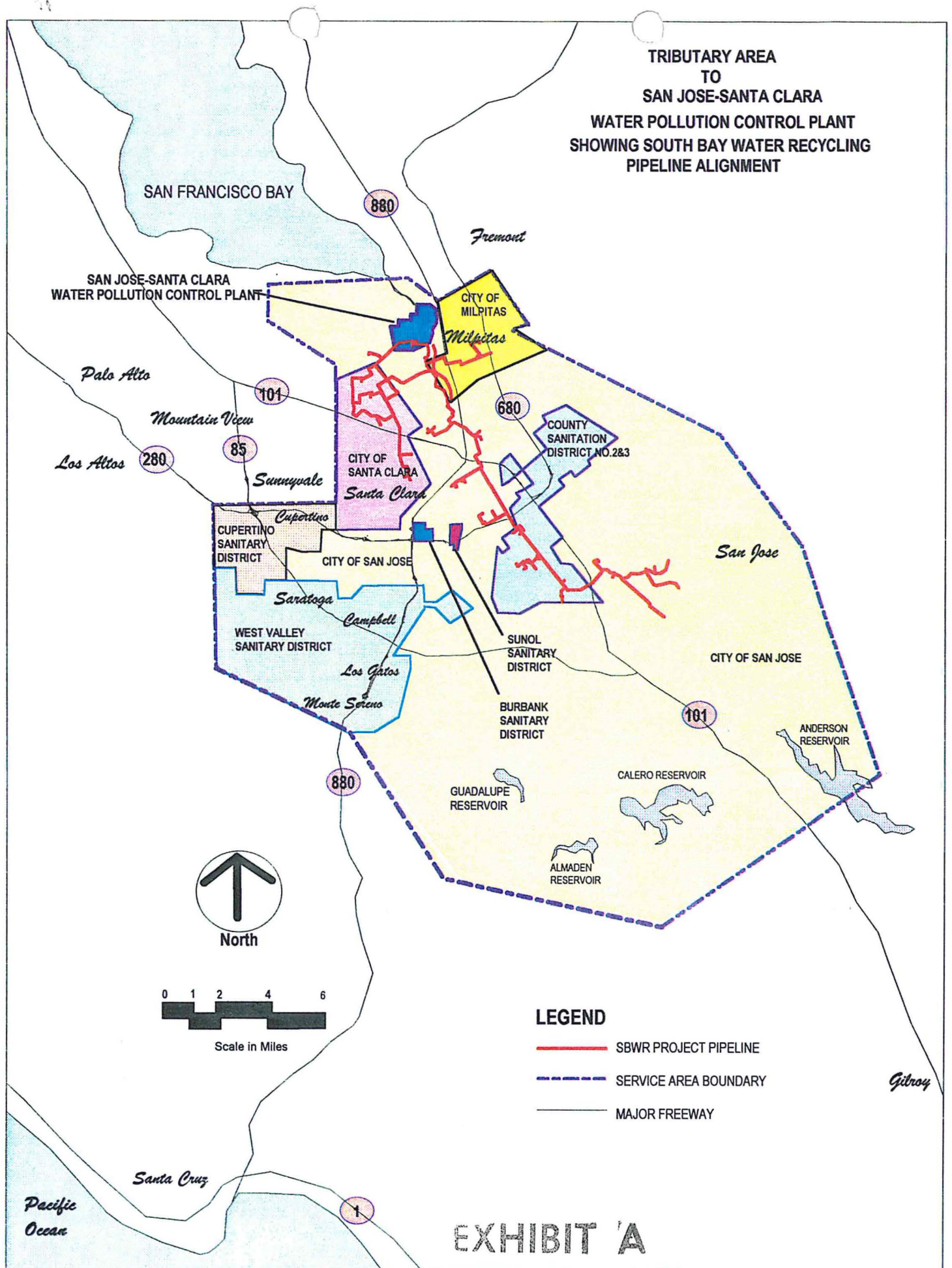


EXHIBIT B**SAN JOSE WATER COMPANY
PROPOSED MONTHLY RECYCLED WATER DELIVERY SCHEDULE
(In Acre-Feet)**

MONTH	PROJECTED MONTHLY SCHEDULES				
	1997-1998	1998-1999	1999-2000	2000-2001	2001-2007
JULY		270	270	270	270
AUGUST		270	270	270	270
SEPTEMBER		198	198	198	198
OCTOBER		216	216	216	216
NOVEMBER		72	72	72	72
DECEMBER	54	72	72	72	72
JANUARY	41	54	54	54	54
FEBRUARY	41	54	54	54	54
MARCH	95	126	126	126	126
APRIL	81	108	108	108	108
MAY	135	180	180	180	180
JUNE	135	180	180	180	180
AVERAGE ANNUAL ACRE-	581	1800	1800	1800	1800

RD:MJD
6/18/2010

**FIRST AMENDMENT TO WHOLESALER - RETAILER AGREEMENT
FOR SUPPLY OF RECYCLED WATER
BETWEEN CITY OF SAN JOSE
AND
SAN JOSE WATER COMPANY**

This First Amendment is made and entered into this 30th day of June 2010, (Effective Date) between the City of San José, hereinafter referred to as "Wholesaler", and the San José Water Company, hereinafter referred to as "Retailer". Wholesaler and Retailer may be referred to herein individually as a "Party" or collectively as the "Parties" or "Parties to this Agreement".

RECITALS

WHEREAS, on July 8, 1997, Wholesaler and Retailer entered into an agreement entitled "Wholesaler - Retailer Agreement For Supply Of Recycled Water Between City Of San Jose And San Jose Water Company" ("Original Agreement"); and

WHEREAS, Wholesaler and Retailer desire to amend the Original Agreement to permit Retailer to connect approximately 16 miles of recycled water pipeline as designated on Exhibit C attached hereto and incorporated by reference herein, to be built, owned, operated and maintained by Retailer in north and central San José, to the South Bay Water Recycling (SBWR) system; to permit Retailer to own, operate maintain and connect such other recycled water pipeline within Retailer's certificated service area as may be approved by Wholesaler and Retailer in the future; and to allocate additional responsibility and liability to Retailer related to recycled water operations within Retailer's certificated service area; and

WHEREAS, the Director of Planning, Building and Code Enforcement has issued Mitigated Negative Declaration No.PP. 10-89 covering the changes to the Agreement covered by this First Amendment, and finding that the construction,

operation and maintenance of the pipeline designated on Exhibit C, attached hereto and incorporated by reference, will not have a significant effect on the environment because Retailer has made or agreed to make project revisions that clearly mitigate the effects to a less than significant level.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION I. Section 1 ("Definitions") of Article A ("INTRODUCTORY PROVISIONS") is amended to add subsections (e) and (f) to read as follows:

- (e) "Turnout-Connection" shall mean the Wholesaler approved point of delivery to the Retailer.
- (f) "Event of Default" severally "Event of Default" and collectively "Events of Default") shall mean:
 - (i) Failure to perform any material term, covenant, or condition of this Agreement, including failure to pay when due, any charges requiring the payment of money under the terms of this Agreement and the Party so failing to perform has further failed to cure the same within 30 days after written notice from the other Party; *provided, however,* that if the nature of the default is such that more than 30 days are reasonably required for its cure, then the failure to cure shall not be deemed to be in default if the defaulting Party commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion and to the satisfaction of the other Party; or
 - (ii) Any representation or warranty made by a Party hereunder shall have been false or misleading in any material respect as of the date on which such representation or warranty was made; or

- (iii) A Party shall have made a general assignment of substantially all its assets for the benefit of its creditors; or
- (iv) A Party shall have assigned or otherwise transferred its interest in this Agreement in violation of the provisions contained in this Agreement whether voluntarily or by operation of law; or
- (v) A court shall have made or entered any decree or order:
 - (i) adjudging a Party to be bankrupt or insolvent;
 - (ii) approving as properly filed a petition seeking reorganization of a Party or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;
 - (iii) appointing a receiver, trustee or assignee of a Party in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of a Party and such decree or order shall have continued for a period of sixty (60) days; or (v) a Party shall have voluntarily submitted to or filed a petition seeking any such decree or order.
- (vi) The sequestration or attachment of or execution or other levy on a material share of a Party's interest in this Agreement or in material portion of facilities owned, operated or maintained by a Party pursuant to this Agreement shall have occurred and the Party subject to such sequestration or attachment shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such levy, whichever first occurs; or

- (vii) The failure to maintain any certificate, permit, franchise, approval, authorization or power necessary for a Party to lawfully conduct the operations contemplated by this Agreement; or
- (viii) Failure by a Party to utilize, for period in excess of ninety (90) days, a material portion of the facilities to be owned, operated or maintained by that Party pursuant to this Agreement for the provision of recycled water service.

SECTION II. Section 3 ("Termination") of Article A ("INTRODUCTORY PROVISIONS") is amended to read as follows:

3. Termination

- (a) This Agreement shall be effective for an initial term of five (5) years and shall thereafter be automatically renewed for additional terms of five (5) years each, unless either Party has given written notice of intent to terminate the Agreement to the other Party at least ninety (90) days prior to renewal of the term.
- (b) In addition to all other rights and remedies provided by law, equity or otherwise under this Agreement, to which a non-defaulting Party may resort cumulatively, or in the alternative, upon an "Event of Default", the non-defaulting Party shall have the right to terminate this Agreement upon the provision of written notice of termination, in which event this Agreement shall terminate on the date set forth in such notice. Any termination under this paragraph shall not relieve a Party from the obligations to pay any sums then due and payable to, or from any claim for damages or liability previously

accrued or then accruing against, the defaulting Party. In no event shall any one or more of the following actions by a non-defaulting Party constitute a termination of this Agreement, in the absence of a written election by the non-defaulting Party to terminate this Agreement:

- (i) Appointment of a receiver or keeper in order to protect the non-defaulting Party's interest hereunder; or
 - (ii) Any other action by the non-defaulting Party or its agents intended to mitigate the adverse effects of any breach of this Agreement by the defaulting Party, including, without limitation, action to maintain and preserve the facilities owned, operated or maintained by a Party pursuant to this Agreement.
- (c) This Agreement shall not terminate following an Event of Default unless the non-defaulting Party gives written notice of its election to terminate this Agreement to the defaulting Party in accordance with the terms of this Agreement.

SECTION III. Section 4 ("Effect of Termination on Right and Obligations of the Parties") of Article A ("INTRODUCTORY PROVISIONS") is amended to be entitled and read as follows:

4. Effect of Expiration or Termination on Rights and Obligations of the Parties
- (a) Nothing contained in this Agreement shall be construed to constitute a waiver or release by either Party of any claim, demand, cause of action, defense or immunity that it may have with respect to distribution of non-potable recycled water by Wholesaler within

Retailer's filed service, after the expiration or of termination of this Agreement.

- (b) Upon expiration or termination of this Agreement, each Party shall be responsible for the recycled water facilities to which it holds title pursuant to the terms and conditions of this Agreement.
- (c) Expiration or termination of this Agreement for cause pursuant to Article A, Section 3 (b), shall not affect any remedies provided by law, equity or otherwise to the non-defaulting Party.

SECTION IV. Section 1 ("Recycled Water Delivery Limitations") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

1. Recycled Water Delivery Limitations

- (a) Retailer understands and acknowledges that Wholesaler is charged with the responsibility to operate its sewerage systems in a manner which it determines to be most beneficial to the users thereof. The rights of Retailer to recycled water under this Agreement pertain only to the recycled water which actually is produced by Wholesaler. Nothing contained herein shall be construed to qualify in any manner Wholesaler'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. No such determination which would permanently reduce the availability of recycled water to Retailer shall be made unless the Wholesaler has given Retailer at least sixty (60) days advance written notice of such proposed determination and has offered Retailer an opportunity to meet and confer on the issue. Any right of Retailer to recycled water pursuant to this Agreement shall be subordinate

to the rights and responsibilities of Wholesaler as set forth in this Section 1 (a) of Article B.

- (b) Nothing herein shall be construed to commit any portion of the recycled water from the WPCP beyond that which will be delivered by Retailer to its customers for reasonable beneficial uses.
- (c) Wholesaler intends to make available only that recycled water from the WPCP in quantities which will not in aggregate exceed those which will be produced at the WPCP. However, any circumstances beyond the Wholesaler's control which cause a reduction in the flow available from the WPCP may, at the discretion of the Wholesaler, result in a temporary or permanent decrease in recycled water available to Retailer under this Agreement in such amounts as the Wholesaler determines are necessary. Wholesaler shall notify Retailer at least seventy-two (72) hours in advance of any planned reduction in flow and as soon as feasible in the event of any unplanned flow reduction. Wholesaler's notice of flow reduction shall include a target flow reduction allocation to Retailer that is based on Retailer's actual usage of recycled water produced by the WPCP in proportion to actual usage among all Retailers served with recycled water produced by the WPCP, subject to the preexisting rights of others, if any, which preclude such an allocation. Promptly upon receipt of notice of flow reduction, Retailer shall implement measures to encourage flow reductions from its customers as necessary to meet Retailer's flow reduction target. The reduced availability will continue in effect until such time as the WPCP and recycled water transmission and distribution system have been restored to normal capacity.

SECTION V. Section 3 ("Metering and Measurement of Flows") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

3. Metering and Measurement of Flows

- (a) Retailer agrees to install customer meters meeting local and state requirements at no expense to the Wholesaler for the purpose of measuring the quantity of recycled water delivered and utilized by the retail customers pursuant to this Agreement.
- (b) Wholesaler will work with customers on sizing of service lines that are to be connected to facilities owned by Wholesale pursuant to the terms of this Agreement. Retailer will work with customers on sizing of service lines that are to be connected to facilities owned by Retailer pursuant to the terms of this Agreement.
- (c) Wholesaler agrees to use reasonable efforts to provide minimum daily operating water pressure of 40 psi at each Turnout-Connection.
- (d) Retailer agrees to inform the Wholesaler, in writing, of the total quantity of recycled water provided each quarter to each individual service connection where Retailer provides the recycled water.
- (e) Retailer agrees to permit Wholesaler access to meters and records which measure and register recycled water flow for purposes of verifying the quantity of recycled water delivered.
- (f) Wholesaler may measure all recycled water delivered to Retailer. This wholesale delivery (master) metering will be in addition to any retail (customer) metering conducted by the Retailer. Retailer

customer metering shall govern quarterly billing and measure all recycled water delivered to Retailer and shall also be used for reporting recycled water usage to regulatory agencies, except that where master metering is in place at Turnout-Connections on facilities to which title is held by Retailer pursuant to the terms of this Agreement, the master meter shall be used to bill Retailer for any discrepancies between the master meter and the cumulative total of all meters served through such Turnout-Connection. Billing for such discrepancies shall be at Wholesaler's irrigation water rate. Retailer may, at its sole cost and expense, test Wholesaler's master meters upon reasonable notice to Wholesaler.

SECTION VI. Section 4 ("Recycled Water Quality") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

4. Recycled Water Quality

- (a) Wholesaler agrees that all recycled water to be delivered by it to Retailer pursuant to the terms of this Agreement will be of such quality that the same may be used for all purposes allowed for disinfected tertiary recycled water. Wholesaler agrees that the recycled water to be delivered to Retailer pursuant to this Agreement shall conform to the quality requirements set forth in the then current disinfected tertiary recycled water quality and monitoring regulations specified in Title 22, Division 4, Chapter 3: Wastewater Reclamation Criteria (California Code of Regulations), as further regulated by the California Regional Water Quality Control Board - San Francisco Bay Region, the California Department of Health Services and all other federal, state and local agencies having jurisdiction over recycled water quality, and as such are subsequently amended from time to time.

- (b) During the term of this Agreement, Wholesaler shall pay all costs imposed by any and all governmental agencies having jurisdiction over the quality or use of recycled water for the issuance of any permits, licenses or approvals required for the production, treatment, or wholesale distribution of Wholesaler's recycled water. Wholesaler further shall be responsible for paying any charges, fees, surcharges, assessments or other sums, if any, imposed upon the production, or wholesale distribution of Wholesaler's recycled water by the Santa Clara Valley Water District.
- (c) Both Parties recognize that factors beyond the control of Wholesaler could cause operational difficulties at the WPCP resulting in the temporary production of recycled water which does not meet the current requirements for disinfected tertiary recycled water established by the RWQCB, Title 22 or Title 17 of the California Administrative Code and the California Department of Health Services or other regulatory agencies for the Retailer's customers intended uses. In such cases, the Wholesaler shall temporarily suspend Retailer's right to recycled water from Wholesaler's facilities. Wholesaler shall use its best efforts to re-establish the production of recycled water of a suitable quality as soon as reasonably possible and shall re-establish Retailer's supply of such water accordingly.
- (d) Wholesaler shall immediately notify Retailer if recycled water from the WPCP does not meet, or has not met, for any period of time, the current applicable regulatory requirements, or if deliveries of recycled water will be suspended. Such notice shall be given verbally to Retailer, telephone (408-279-7807) between 8:00 a.m. - 4:30 p.m. weekdays, or the Retailer's Emergency Operator,

telephone (408-279-7900) after hours, weekends, and holidays, with a follow-up written confirmation by personal delivery or electronic mail (customer_service@sjwater.com) on the same day verbal notice is given, or on the next business day if verbal notice is not given during business hours. Retailer may change the above telephone numbers for provision of verbal notice and above electronic mail address for confirmation by providing written notice of such change to Wholesaler.

SECTION VII. Section 5 ("Recycled Water Limitation of Use") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

5. Recycled Water Limitation of Use

- (a) Recycled water delivered from the WPCP pursuant to terms hereof has limited uses, and Retailer agrees to provide the recycled water it receives hereunder only to retail customers for Customer uses or purposes that Wholesaler has previously approved in writing as legally permissible under the laws of the state and the directives of the all appropriate regulatory agencies.
- (b) Wholesaler shall promulgate and enforce rules and regulations governing the use of recycled water resold by Retailer to Customers (herein known as Customer Service Rules, or "CSR"). Wholesaler shall pay all costs incurred in the drafting and preparation of the CSR. Wholesaler shall obtain all requisite certifications and approvals from all federal, state and local agencies having jurisdiction of the production, quality and use of recycled water, including, but not limited to, the California Regional Water Quality Control Board, San Francisco Bay Region and the State of California Department of Public Health, that such CSRs comply with the regulations, requirements and orders of such

regulatory agencies. Wholesaler shall transmit to Retailer such approved CSR for adoption by Retailer. Retailer shall, within ninety (90) days after receipt thereof, incorporate the CSR into Retailer's promulgated rules and regulations governing the distribution, delivery and sale of water within the service boundaries of Retailer. Promptly upon adoption, Retailer shall transmit to Wholesaler Retailer's adopted CSR. Should Wholesaler choose to make reasonable amendments or modifications to the CSR not contrary to this Agreement, or be required by any governmental agency exercising jurisdiction of the distribution, sale or use of the recycled water to modify or amend the CSR, Wholesaler shall promptly furnish such modifications or amendments to Retailer; and Retailer shall, after being provided a ninety (90) day period in which to review, comment upon, and/or meet and confer with Wholesaler regarding proposed modifications or amendments, incorporate such modifications or amendments into Retailer's adopted rules and regulations.

- (c) Retailer shall include, in its promulgated rules and regulations, a requirement that any new or future customer of recycled water, permit representatives of Wholesaler and Retailer to enter the premises of the Customer at all reasonable times for the purpose of monitoring, inspecting, analyzing and observing the Customer's on-site water facilities and the utilization practices of the customer of recycled water.
- (d) Retailer shall notify Wholesaler of any material misuse of recycled water by a customer, and shall coordinate with Wholesaler on enforcement of the CSRs. Nothing contained herein shall be construed to make Retailer liable for any customer misuse or improper application of recycled water.

SECTION VIII. Section 6 ("Permits") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

6. Permits

- (a) This Agreement is conditioned on obtaining the necessary permits relating to the use of recycled water and the development and construction of a regional recycled water distribution system. Each of the Parties undertakes and agrees, severally and jointly as appropriate, to file any and all applications and undertake such proceedings as may be necessary to enable each Party to carry out the undertakings contemplated herein, and to pursue each application and proceedings in good faith and due diligence. Wholesaler will act as lead agency in obtaining, complying with, and maintaining any permits required for the regional distribution system. However, both Wholesaler and Retailer are responsible, where applicable, to comply with the regulations set forth in these permits. Unless otherwise agreed by the Parties, Wholesaler shall be responsible for all initial permits and inspections for Customers' on-site facilities.
- (b) Retailer agrees and hereby acknowledges that it shall comply with the provisions of San José Municipal Code Chapter 15.50 ("Encroachment Permit Ordinance") and any successor ordinance hereafter in effect governing encroachment within public right of way, including, without limitation, those provisions relating to the:
 - (i) relocation of Retailer's improvements (San José Municipal Code Sections 15.50.600 A.4. and 15.50.630 A.2); and
 - (ii) the restoration of the site(s) where Retailer's improvements are located (San José Municipal Code Section 15.50.630).

SECTION IX. Section 1 ("Construction of Facilities") of Article C ("RECYCLED WATER FACILITIES") is amended to be entitled and read as follows:

1. Delivery of Recycled Water and Construction and Ownership of Treatment, Transmission and Distribution Facilities
 - (a) Delivery of Recycled Water
 - (i) Recycled water will be delivered to Retailer by Wholesaler through treatment, transmission and distribution facilities constructed in part within the portion of Retailer's filed service area which is located within the areas shown on Exhibit A (attached to the Original Agreement).
 - (ii) Recycled water will be delivered to Retailer by Wholesaler only through (1) Wholesaler's constructed treatment, transmission and distribution facilities and (2) the Turnout - Connections on the distribution and transmission facilities shown on Exhibit C, which are to be constructed by Retailer at no cost or expense to Wholesaler, and such other pipeline extensions as may be approved by Wholesaler in its sole discretion ("Future Extensions"). Retailer acknowledges that Wholesaler may be required to obtain the approval of the Santa Clara Valley Water District and other third parties prior to approval of construction of Future Extensions.
 - (b) Construction of Recycled Water Facilities
 - (i) Wholesaler shall notify Retailer of any planned project for construction of recycled water treatment and distribution facilities known by Wholesaler within Retailer's certificated service area including, but not limited to, planned developer

installed facilities. Retailer shall be given an opportunity to meet and confer upon any such projects with Wholesaler and the developer, if any, prior to Wholesaler's approval of any such project, including any plans for Wholesaler funding or financing assistance to such projects.

- (ii) All connections to Retailer owned facilities must be reviewed and approved in writing by Retailer and Wholesaler prior to construction, based on the capacity of their respective facilities to serve the customer. Wholesaler and Retailer agree that a looped regional recycled water system improves reliability and provides redundancy. Subject to Retailer's capacity review as set forth above, Wholesaler may construct, or cause to be constructed, extension and interties between Retailer owned facilities.
- (iii) Each Party agrees and warrants that it will not allow or cause to occur, cross connections between the recycled water facilities that it owns, pursuant to the terms of this Agreement, and the potable system of Retailer during the construction, extension or modification of transmission, distribution or customer recycled water pipelines or facilities within Retailer's service area. Each Party shall provide for separate marking of the non-potable recycled water system in accordance with industry standards and regulations in existence as of the date of this Agreement.
- (iv) Retailer shall keep as-built drawings of all Retailer constructed facilities. Wholesaler shall have access to such as-built drawings on reasonable notice to Retailer.

(c) Ownership of Recycled Water Facilities

- (i) Wholesaler shall own all recycled water treatment and distribution facilities under construction on or before August 1, 2010 within Retailer's filed service area as shown on Exhibit A;
- (ii) Wholesaler shall own all recycled water treatment and distribution facilities within Retailer's filed service area as shown on Exhibit A where construction started after August 1, 2010 if funding is provided in whole or in part by Wholesaler;
- (iii) Wholesaler shall have the option of owning recycled water facilities located within Retailer's filed service area as shown on Exhibit A where construction started after August 1, 2010 if all of the following conditions are met: (1) such facilities are connected to Wholesaler owned facilities described in (c)(i) and (ii) above, (2) funding for construction is provided in whole or in part by a third party or parties and the financing mechanism used to fund the construction of such facilities precludes ownership by Retailer, and (3) Wholesaler has provided written notice to Retailer of its election to own such facilities within ninety (90) days after Wholesaler approval of the facilities for construction.
- (iv) Retailer shall own the facilities as shown on Exhibit C, up to and including the Turnout-Connections, unless the Turnout-Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall have the option to own

all other treatment, transmission and distribution facilities within Retailer's filed service area as shown on Exhibit A which have been approved for construction by Wholesaler, other than those described in subsections (i) (ii) and (iii) above of this section (c), up to and including the Turnout-Connections, unless the Turnout- Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall be deemed to have elected to own such facilities unless Retailer has provided written notice to Wholesaler of its election not to own such facilities within one hundred eighty (180) days after Wholesaler approval of the facilities for construction.

- (v) Nothing contained in this Agreement shall be construed as a grant to Retailer of any property interest, franchise permit or right of use in or to the City of San José's rights of way, streets or real property for recycled water facilities. Retailer's use of City of San José's rights of way, streets and real property for recycled water facilities, pursuant to this Agreement, shall be expressly subject to all such laws, rules and regulations, including but not limited to, City of San José's ordinances, as may now or hereinafter be applicable thereto.

SECTION X. Section 2 ("Extension of Facilities") of Article C ("RECYCLED WATER FACILITIES") is amended to be entitled and read as follows:

2. Customer Connections

- (a) Retailer shall purchase and install all Customer meters within Retailer's service area. Nothing contained in this Agreement shall

be construed to obligate either Party to provide funding for customer service taps, service lines from distribution facilities to customer meters (point-of-connection), or any other facilities on customer's side of the meter.

- (b) Prior to the commencement of deliveries of recycled water to a particular customer point-of-connection, each Party shall, at no cost or expense to the other Party, ensure that backflow prevention devices and such other devices and equipment as may be required by the RWQCB, Title 22 of the California Administrative Code, the California Department of Public Health or other regulatory agencies for the protection of the potable water supply, are installed on customer's premises connected to the recycled water facilities owned by that Party pursuant to the terms of this Agreement.
- (c) Wholesaler may make funds available for the design and construction of necessary customer retrofits to convert Retailer's customers' on-site facilities for the use of recycled water. Customers will also have the option of funding their own design and construction of the necessary retrofits. Any recycled water customer receiving a loan from the Wholesaler for the retrofit of its recycled water system will be billed by the Wholesaler. Retailer shall have no obligations with respect to payment collection from customers receiving loans from Wholesaler.

SECTION XI. Section 3 ("Ownership, Operation & Maintenance of Facilities") of Article C ("RECYCLED WATER FACILITIES") is amended to read as follows:

3. Operation and Maintenance of Wholesaler and Retailer Facilities
 - (a) Except as may be provided in other written agreements between the Parties: (i) Wholesaler shall operate and maintain at no cost to Retailer, all treatment transmission and distribution facilities owned by Wholesaler, under this Agreement up to the customer points of connection; and (ii) Retailer shall operate and maintain at no cost to Wholesaler, all distribution and other facilities owned by Retailer, under this Agreement up to the customer points of connection.
 - (b) Retailer agrees to own, operate and maintain at no cost to Wholesaler, its water meters required to receive at the point of connection the recycled water for delivery to Retailer's retail customers.
 - (c) Each Party recognizes the special quality considerations relating to recycled water and each Party shall perform its maintenance, repair and replacement responsibilities in a prompt, timely and efficient manner and in accordance with industry standards for customer service, skill and workmanship. Each Party retains the right, upon at least ten (10) days written notice to the other Party and the provision of performance and payment bonds in amounts equal to the cost of the work to be performed, to make repairs to recycled water facilities of the other Party if repairs are not made by the responsible Party in a timely and efficient manner. The Party making such repairs on behalf of the Party responsible for the repairs shall be reimbursed for the cost of making such repairs.

Reimbursement costs shall include the actual labor, material and equipment cost, and actual overhead costs. Upon receipt of written notice of repair costs, the Party responsible for such costs agrees to promptly reimburse the Party that incurred the repair costs incurred, plus an additional amount equal to ten percent (10%) thereof for administrative overhead. The demand for payment by either Party shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by Party making the repair on behalf of the Party responsible for the repair.

- (d) Each Party shall be responsible for compliance with all discharge limits and reporting requirements for recycled water as established by any federal, state or local agency, including, but not limited to, the State Regional Water Quality Control Board, for any and all planned and unplanned discharges of recycled water from facilities owned by such Party, including, but not limited to, water main flushing, water main breaks, water storage reservoir overflows or dewatering for system maintenance work. The Parties shall be responsible to operate and maintain their respective facilities so that recycled water operations do not create nor cause nuisance conditions that degrade the quality or designated beneficial uses of any receiving land, waterway or waters.

SECTION XII. Section 4 ("Monitoring") of Article C ("RECYCLED WATER FACILITIES") is amended to read as follows:

4. Monitoring

Retailer shall be responsible for providing customer self-monitoring reports to Wholesaler in Retailer's filed service area, in conformance with

the requirements applicable to a "recycled water agency" under Title 22 of the California Administrative Code and the California Department of Public Health. Wholesaler agrees to accept responsibility for conformance to all other monitoring, reporting, and any other requirements assigned to the "recycled water agency" as defined in Title 22 of the California Administrative Code and the California Department of Health Services.

SECTION XIII. Section 5 ("Reporting") of Article C ("RECYCLED WATER FACILITIES") is amended to read as follows:

5. Reporting

Retailer agrees to provide Wholesaler the following reporting information and services:

- (a) Quarterly billing information, including the amount of recycled water used by each customer during the billing cycle, to be provided within thirty (30) days of the close of each fiscal quarter, to the extent allowed by Commission regulations.
- (b) As least one (1) business day notification prior to customer start-ups and disconnections.
- (c) Customer self-monitoring reports required by the State of California San Francisco Bay Regional Water Quality Control Board.

SECTION XIV. Section 2 ("Recycled Water Rate Review") of Article D ("PAYMENT PROVISIONS") is amended to read as follows:

2. Recycled Water Rate Review

Wholesaler shall charge for the delivery of recycled water in accordance

with the rate schedule for recycled water service, as such rate schedule is established by the Wholesaler and approved by the Treatment Plant Advisory Committee and approved by the City of San Jose Council. Wholesaler may review and establish said rate schedule from time to time. Retailer shall be given an opportunity to meet and confer upon the pricing policy and rate with the Wholesaler prior to setting or revision of the wholesale recycled water rate. Retailer will seek approval from the Public Utilities Commission of retail water rates which will provide for a total cost to the customer for the recycled water that does not exceed the total cost of the customer's existing potable water supply, and reflects Wholesaler's adopted discount structure. Wholesaler shall be given an opportunity to meet and confer with Retailer upon the pricing policy and rate prior to submission of the rate request to Public Utilities Commission.

SECTION XV. Section 4 ("Notices") of Article E ("GENERAL PROVISIONS") is amended to read as follows

4. Notices

All notices or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be deemed to have been given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

Wholesaler: Director, Environmental Services Department
SJ/SC Water Pollution Control Plant
700 Los Esteros Road
San José, California 95134

Retailer: Corporate Attorney
San José Water Company
110 West Taylor St.
San José, California 95110

The address to which any notice or other writing may be given or made or sent to either Party may be changed upon written notice given by such Party as above provided.

SECTION XVI. Section 9 ("Indemnification") of Article E ("GENERAL PROVISIONS") is amended to be entitled and read as follows:

9. Indemnification, Limitation of Liability, Assumption of Risk and Insurance

- (a) Wholesaler and Retailer shall each defend, indemnify and hold harmless the other Party, their officers, employees, agents, parent companies, subsidiaries of parent companies, and affiliates against any claim, loss or liability from any liability, loss, costs, expenses or damages however caused by reason of any injury (whether to body, property, or personal or business character or reputation), including any injury based on product liability, environmental damage or contamination, or health-related claims, sustained by or to any person arising out of or resulting in any way due to the willful or negligent acts (active or passive) or omissions of their respective officers, employees or agents in conducting activities pursuant to this Agreement or failing to act in accordance with this Agreement. Nothing contained herein shall be construed as a waiver by either Party of any applicable immunities or defenses, including, but limited to, the provisions of the California Tort Claims Act (Gov't. Code §810, *et seq.*) The acceptance of services and duties by either Party shall not operate as a waiver of such right of indemnification.

- (b) A Party seeking indemnity ("Indemnitee") pursuant to Section 9(a) shall notify the other Party ("Indemnitor") within ninety (90) days after receipt of any claim, demand or action which may be covered by the Indemnitor's indemnity obligation as set forth in Section 9 (a) of Article E. Upon Indemnitor's acceptance of the protection, defense, or indemnification of Indemnitee, Indemnitee shall cooperate in all respects with Indemnitor, and with any attorney retained or employed by Indemnitor. Retailer further designates the individual named in Section E of Article 4 above, as the person responsible for ensuring full cooperation of Retailer with any Wholesaler protection, defense and indemnity of Retailer. Wholesaler designates the City Attorney of the City of San José as the person responsible for ensuring full cooperation of Wholesaler with any Retailer protection, defense and indemnity of Wholesaler. Except as set forth below in this Section E.9.c, Indemnitee waives any right that it may have to compel Indemnitor to retain independent counsel to represent Indemnitee, and specifically agrees to representation by any attorney selected by Indemnitor, including the Office of the City Attorney of the City of San José for Wholesaler and the Corporate Attorney for Retailer. Notwithstanding the foregoing, Indemnitee may, at its sole cost, require Indemnitor to engage legal counsel of Indemnitee's choice in connection with this Section 9.E. provided that at the time of such request, Indemnitee shall deposit cash or collateral satisfactory with Indemnitor, in kind and amount, to be used to reimburse the attorneys fees and expenses.
- (c) In no event shall either Party, its officers or employees be liable to the other Party for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses

including lost profits, lost data or opportunity costs) regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort (including negligence) or otherwise arising out of or relating to this Agreement.

(d) Each Party agrees to and covenants that it shall voluntarily assume any and all risk of loss, damage or injury to its property arising out of or resulting in any way out of the activities conducted by either Party pursuant to this Agreement, except such loss, injury, or damage as may be caused by the sole active negligence or the willful misconduct of the other Party, its officers, employees or agents.

(e)

(i) Retailer agrees to maintain and keep in force during the duration of this Agreement, insurance policies at least equivalent to those set forth in Exhibit D entitled "Insurance" which is attached hereto and incorporated herein. All certificates of insurance shall be subject to 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.

Retailer agrees to provide Wholesaler with a copy of said policies, certificates and/or endorsements before work commences on the pipeline projects identified in Exhibit C.

(ii) Wholesaler agrees that it will maintain for the duration of the Agreement, self-insurance equivalent to that set forth in


Exhibit D, against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the services and/or operations herein by Wholesaler, its agents, representatives, employees or contractors.

(f) Nothing contained in this Agreement will be enforceable or create any right or cause of action for or on behalf of any person or entity other than the Parties, or impede either Party from pursuing any claims against third parties.

SECTION XVII. All other terms and conditions of the Agreement not modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Wholesaler and Retailer have each caused this First Amendment to be executed on the day and year first herein above written.

APPROVED AS TO FORM:


MOLLIE J. DENT
Senior Deputy City Attorney


CITY OF SAN JOSE, a municipal corporation

By: 
Nadine Nader Deputy
Assistant to the City Manager

APPROVED AS TO FORM:


SUZY PAPA ZIAN
Corporate Secretary/Attorney

SAN JOSE WATER COMPANY

By:  6/18/10
GEORGE BELHUMEUR
Sr. Vice President - Operations

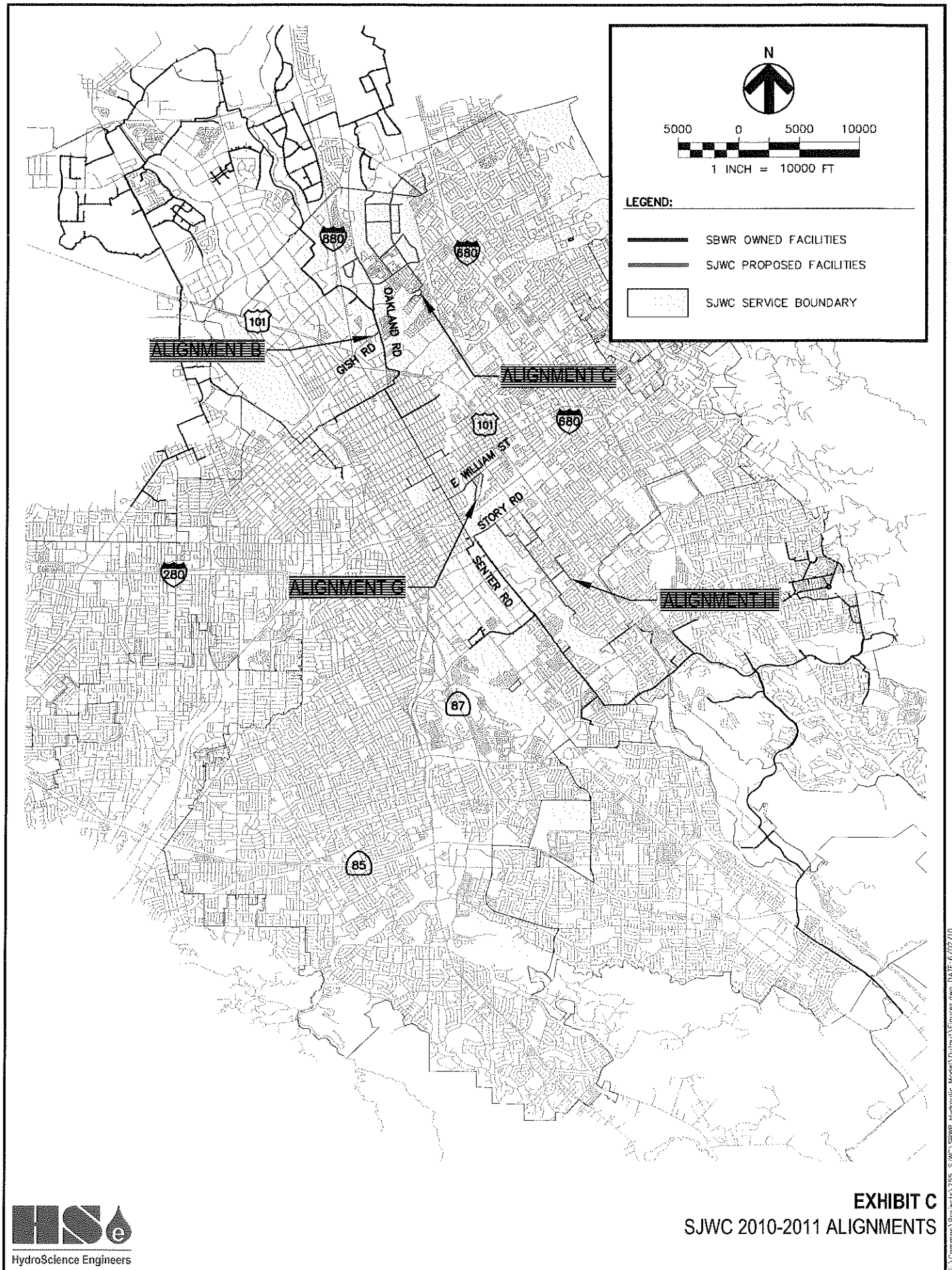


EXHIBIT D

INSURANCE

RETAILER, at its sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by RETAILER, its agents, representatives, employees, contractors or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

RETAILER shall maintain limits no less than:

1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or RETAILER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. RETAILER, their officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, WHOLESALER/RETAILER; products and completed operations of RETAILER; premises owned, leased or used by RETAILER; and automobiles owned, leased, hired or borrowed by RETAILER. The coverage shall contain no special limitations on the scope of protection afforded to RETAILER, its officers, employees, agents and contractors.

b. RETAILER's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of RETAILER's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by RETAILER shall not affect coverage provided RETAILER, its officers, employees, agents, or contractors.

d. Coverage shall state that RETAILER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the RETAILER, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the RETAILER, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to CITY, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

RETAILER shall furnish certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy or evidence of self-insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to:
Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor Wing
San José, CA 95113-1905

G. Subcontractors

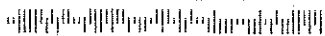
RETAILER shall include all contractors as insured's under its policies or shall obtain separate certificates and endorsements for each contractor.

H. Statement of Insurance/Self-Insurance by the City of San José

The requirements of this agreement may be satisfied by the provision of similar coverage through self-insurance program and such self-insurance shall be certified in writing with an "Affidavit of Insurance" upon request by the other party.

City of San Jo
OFFICE OF

200 E. Santa Clara St., 2nd Floor-Wing
San Jose, CA 95113



San Jose Water Company
110 West Taylor Street
San Jose, CA 95110
Attn: George Belhumeur

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APPENDIX F
San Jose Water
Recycled Water Master Plan – 2022 Update
SCVWD Comments on SJWC RW Expansion
(September 2, 2016)

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ORIGINAL

**SECOND AMENDMENT TO WHOLESALER – RETAILER AGREEMENT
FOR SUPPLY OF RECYCLED WATER
BETWEEN CITY OF SAN JOSE
AND
SAN JOSE WATER COMPANY**

The Second Amendment is made and entered in this 29th day of March 2012 (Effective Date) between the City of San Jose, hereinafter referred to as "Wholesaler", and San Jose Water Company, hereinafter referred to as "Retailer." Wholesaler and Retailer may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on July 8, 1997, Wholesaler and Retailer entered into an agreement entitled "Wholesaler - Retailer Agreement For Supply Of Recycled Water Between City Of San Jose and San Jose Water Company" (the "Original Agreement"); and

WHEREAS, on June 30, 2010, Wholesaler and Retailer amended the Original Agreement by executing the "First Amendment to Wholesaler – Retailer Agreement For Supply of Recycled Water Between City of San Jose and San Jose Water Company" (the "First Amendment"); and

WHEREAS, Wholesaler and Retailer desire to amend the Original Agreement, as amended by the First Amendment, to connect additional recycled water pipeline as designated on Exhibit E attached hereto and incorporated by reference herein, to be built, owned, operated and maintained by Retailer in north and central San Jose, to the South Bay Water Recycling (SBWR) system; to permit Retailer to own, operate, maintain, and connect such other recycled water pipeline within Retailer's certificated service area as may be approved by Wholesaler and Retailer in the future; and to

allocate additional responsibility and liability to Retailer related to recycled water operations within Retailer's certified service area; and

WHEREAS, the Director of Planning, Building and Code Enforcement has issued Mitigated Negative Declaration No. PP11-041 covering the changes to the Original Agreement covered by this Second Amendment, finding that the construction, operation and maintenance of the pipelines designated on Exhibit E, attached hereto and incorporated by reference, will not have a significant effect on the environment because Retailer has made or agreed to make project revisions that clearly mitigate the effects to a less than significant level.

NOW, THEREFORE, the Parties hereby agree to amend the Original Agreement, as amended, as follows:

SECTION I. Section 3 ("Metering and Measurement of Flows") of Article B ("RECYCLED WATER SERVICE PROVISIONS") of the Original Agreement, as amended by Section V of the First Amendment, is hereby amended to include a new subsection (g) to read as follows:

- (g) Retailer agrees to issue a temporary recycled water meter for construction purposes to an SBWR authorized contractor for use at a recycled water access point (RWAP) within Retailer's service area. The billing rate for recycled water measured by the temporary recycled water meter will be set at the Retailer's recycled water industrial rate. The RWAPs are the sole responsibility of the Wholesaler including, but not limited to design, construction, permitting, reporting, and maintenance of the facility.

SECTION II. Section 6 ("Permits") of Article B ("RECYCLED WATER SERVICE PROVISIONS") of the Original Amendment, as amended by Section VIII of the First Amendment, is hereby amended to include a new subsection (c) to read as follows:

- (c) Retailer agrees to pay the amounts set forth on Exhibit F, attached hereto and incorporated by reference herein, for the right to connect the alignments depicted in Exhibit E to the SBWR system. Such amount shall be paid at the time of submission of application to the City of San Jose for an encroachment permit for each alignment. The amount shall be used by the Wholesaler for the construction and reconstruction of the SBWR System and for acquisition of land for such System, including the repayment of principal and interest on any bonds issued, loans or advances received and any engineering, direct, indirect and administrative costs incurred for such construction and reconstruction of the SBWR System and acquisition of land. Payment shall be made as follows:

No additional amounts shall be payable by Retailer for the right to maintain the connection of the alignments depicted in Exhibit E to the SBWR system, providing that service to all connections served by the pipelines designated on Exhibit E shall not exceed 1297 AFY of average daily demand annually, with a maximum peak day demand of 5,025 GPM.

SECTION III. Section 1 ("Construction of Facilities") of Article C ("RECYCLED WATER FACILITIES") of the Original Agreement, as amended by Section IX of the First Amendment, is hereby amended to modify part (a)(ii) to read as follows:

- (ii) Recycled water will be delivered to Retailer by Wholesaler only through (1) Wholesaler's constructed treatment, transmission and distribution facilities and (2) the Turnout - Connections on the distribution and transmission facilities shown on Exhibit C attached to the First Amendment and

incorporated by reference herein and Exhibit E, which are to be constructed by Retailer at no cost or expense to Wholesaler.

SECTION IV. Section 1 ("Construction of Facilities") of Article C ("RECYCLED WATER FACILITIES") of the Original Agreement, as amended by Section IX of the First Amendment, is hereby amended to modify part (c)(iv) to read as follows:

- (iv) Retailer shall own the facilities as shown on Exhibit C attached to the First Amendment and incorporated by reference herein and Exhibit E, up to and including the Turnout-Connections, unless the Turnout-Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall have the option to own all other treatment, transmission and distribution facilities within Retailer's filed service area as shown on Exhibit A attached to the First Amendment and incorporated by reference herein which have been approved for construction by Wholesaler, other than those described in subsections (i) (ii) and (iii) above of this section (c), up to and including the Turnout-Connections, unless the Turnout-Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall be deemed to have elected to own such facilities unless Retailer has provided written notice to Wholesaler of its election not to own such facilities within one hundred eighty (180) days after Wholesaler approval of the facilities for construction.

SECTION V. Section 9 ("Indemnification") of Article E ("GENERAL PROVISIONS") of the Original Agreement, as amended by Section XVI of the First Amendment, is hereby amended to modify part (e)(i) to read as follows:

- (i) Retailer agrees to maintain and keep in force during the duration of this Agreement, insurance policies at least equivalent to those set forth in

Exhibit D entitled "Insurance" which is attached hereto and incorporated herein. All certificates of insurance shall be subject to 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. Retailer agrees to provide Wholesaler with a copy of said policies, certificates and/or endorsements before work commences on the pipeline projects identified in Exhibit C attached to the First Amendment and incorporated by reference herein and Exhibit E.

SECTION VI. All other terms and conditions of the Original Agreement not modified by this Second Amendment and the First Amendment shall remain in full force and effect.

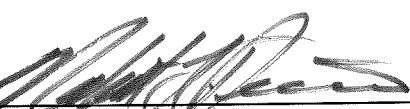
IN WITNESS WHEREOF, Wholesaler and Retailer have each caused this First Amendment to be executed on the day and year first herein above written.

APPROVED AS TO FORM:



MOLLIE J. DENT
Senior Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By: 

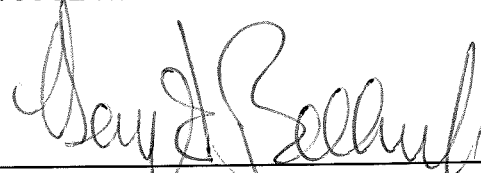
NORBERTO DUENAS
Deputy City Manager

APPROVED AS TO FORM:



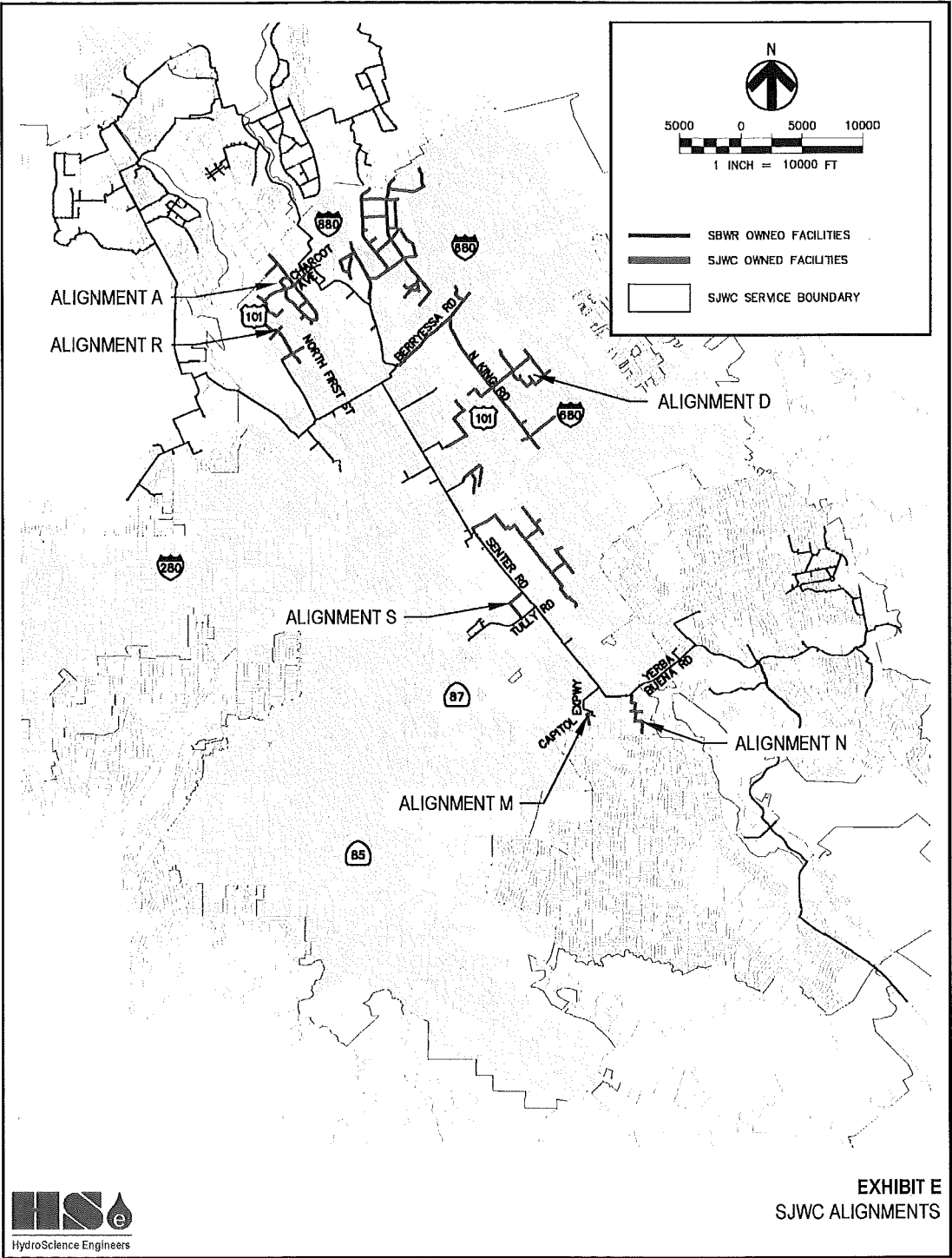
SUZY PAPA ZIAN
Corporate Secretary/Attorney

SAN JOSE WATER COMPANY

By: 

GEORGE BELHUMEUR
Sr. Vice President - Operations

EXHIBIT E



RD:MD1
3/12/2012

EXHIBIT F
SJWC Cost Share for Wholesaler Retailer Agreement Amendment #2

Estimated Construction Year	Alignment	Capacity Fee
2012	S	\$29,635
2012	M	\$24,083
2012	N	\$76,663
2013	R	\$148,787
2013	A	\$347,516
2014	D	\$1,315,302
Total:		\$1,941,986

¹ Based on estimated average annual irrigation demands

September 2, 2016

Mr. Bill Tuttle
San Jose Water Company
1265 S. Bascom Avenue
San Jose, CA 95128

Subject: San Jose Water Company Proposed Recycled Water Alignments

Dear Mr. Tuttle:

On June 20, 2016, staff from our respective agencies met to discuss potential recycled water projects that may be proposed by San Jose Water Company (SJWC) as part of a Wholesaler Retailer Agreement Amendment with the City of San Jose. Potential alignments discussed represent expansion in the recharge area of the Santa Clara Subbasin, and total nearly 5,000 acre-feet of recycled water use per year. Our agencies share an interest in expanding recycled water use in Santa Clara County while protecting the high quality of local groundwater. The District has some concerns with the potential SJWC projects because they primarily overlie recharge areas, but believes we can work together to ensure a successful program through groundwater monitoring and adaptive management as described below.

Non-potable recycled water used for irrigation typically has higher concentrations of salts than ambient groundwater, and also contains constituents of emerging concern (CECs) not generally detected in drinking water aquifers. The District has generally discouraged recycled water irrigation in groundwater recharge areas because of more permeable soils and the direct connection to deeper drinking water. In previous correspondence on the SJWC Recycled Water Master Plan in 2009 and 2011, the District expressed concern with recycled water irrigation in areas of higher groundwater sensitivity, which frequently coincide with recharge areas. The District recommended that groundwater quality monitoring be conducted in proposed recycled water use areas.

Projected salt loading from the proposed SJWC Recycled Water Master Plan was accounted for in the Santa Clara Subbasin Salt and Nutrient Management Plan (SNMP). The SNMP found that the subbasin has available assimilative capacity for salts and nutrients and can support proposed recycled water projects. However, the District believes further evaluation is needed to assess the potential for recycled water irrigation to introduce CECs to deeper drinking water.

Previous Studies of Recycled Water Irrigation and Groundwater Quality

In the recharge area in Edenvale in southeastern San Jose, the District has sampled groundwater before and after initiation of recycled water irrigation. Within 2 years of recycled water irrigation, several CECs widely considered to be recycled water markers were detected in shallow groundwater. Similar results have been obtained at Gilroy recycled water irrigation sites. The CEC detections in shallow groundwater are at relatively low levels, in the parts per trillion range. However, the U.S. Environmental Protection Agency (EPA) is collecting drinking water occurrence data nationwide on several of these CECs to assess potential regulatory action, and

the presence of unregulated CECs in drinking water is causing significant community concerns in parts of the U.S. Locally, it is unclear whether and to what extent CECs are transferred into the deeper principal aquifer from which most water supply wells draw water. The District believes this uncertainty warrants further evaluation through focused groundwater monitoring.

The District's Recycled Water Irrigation and Groundwater Study (RWIG Study), completed in August 2011, included a literature review, data analysis, soil model, bench test, pilot study, and assessment of soil aquifer treatment capacity and groundwater degradation potential for the Santa Clara and Llagas Subbasins. Groundwater degradation potential was evaluated based on an area's physical characteristics and the quality of the local recycled water source. Groundwater degradation potential varied from a ranking of "lowest" (most ideal for recycled water irrigation) to "highest" (least ideal). The RWIG Study generally identifies areas with a confining layer and deep groundwater as the most ideal areas for recycled water irrigation.

In addition to careful site selection and consideration of recycled water quality improvements, the RWIG Study recommends the following to provide timely recognition of adverse groundwater quality changes due to irrigation with recycled water:

1. Select or install wells at or adjacent to sites where recycled water irrigation is implemented, downgradient of the application area.
2. Monitor at least one site representing each region of expansion with similar calculated groundwater degradation potential. If an expansion region contains different ratings, consider monitoring a site in each unique subregion.
3. Select or install monitoring wells between application areas and production wells to monitor water quality that may affect production.
4. Monitor for the groundwater of interest (i.e. in the principal aquifer) and in shallower aquifers. Shallower aquifers can provide an early indication of changes in water quality.
5. Avoid sampling wells screened across multiple aquifers, since samples would effectively be an average groundwater concentration.
6. Use denser monitoring well spacing in areas of higher groundwater degradation potential.

Potential San Jose Water Company Alignments

Potential SJWC recycled water projects include the addition of up to 6 million gallons of storage and recycled water alignments E, K, L, Q, and P. These potential alignments were the focus of the June 20th meeting, as they represent recycled water deliveries in the recharge area of the Santa Clara Subbasin and total nearly 5,000 acre-feet per year. During the meeting it was noted that related use would primarily be for irrigation. It was also noted that due to prior concerns expressed by the District and the County of Santa Clara, SJWC is willing to postpone construction of Alignment L, which includes potential service to Martial Cottle Park.

The attached figure shows the RWIG study groundwater degradation potential for the parcels identified to receive recycled water from the potential SJWC alignments. As shown, Alignment Q is located in an area with a high potential for groundwater degradation per the RWIG Study. Alignments P and E include areas ranked with average potential for degradation. Proposed recycled water volumes, depth to first groundwater, and the groundwater degradation potential are shown in the table below.

Potential SJWC Alignments and Related Groundwater Information

Alignment	Proposed Recycled Water Volume (AFY)	Average Depth to First Groundwater (feet below ground surface)	Groundwater Degradation Potential Range	Typical Groundwater Degradation Potential
E	990	20 to 100	Low to Average	Average
K	184	10 to 50	Low	Low
L	589	0 to 30	Low to High	Average
Q	2421	0 to 30	Average to High	High
P	743	0 to 30	Lowest to Average	Average

*Note – table does not include “optional” portions of alignments

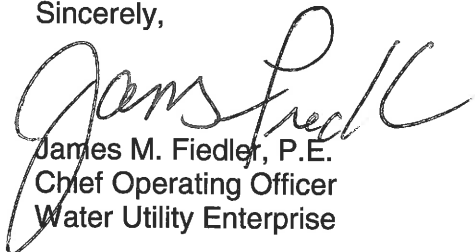
Recommendations to Ensure Groundwater Protection

The District proposes that SJWC construct related monitoring wells as described below, and that the District conduct ongoing monitoring and sample analysis. Based on these recommendations, the District believes that at least two monitoring wells should be constructed and monitored along Alignments Q and P to further evaluate potential groundwater quality impacts. The District proposes that SJWC construct continuous multi-channel tubing monitoring wells, which would allow the District to sample up to 7 depth-discrete intervals per well. This will greatly assist in the understanding of contaminant attenuation with depth, and will provide early warning of potentially concerning detections or trends.

The District would collect and analyze samples, and incorporate related results in the Annual Groundwater Report. Prior to any publication, the District would notify SJWC of any results of potential concern. This would allow for timely discussion with SJWC and South Bay Water Recycling staff on potential action needed to protect groundwater quality and for coordination in communicating related findings. This approach would require identification of potential adaptive management measures, which could include source water improvement, blending, or termination of recycled water irrigation under extreme cases. The need for continued, ongoing monitoring would be assessed after an adequate period, likely on the order of ten years.

While we strongly support the expanded use of recycled water, we also have a mission to protect groundwater quality. We believe that through this collaborative approach, we can achieve both goals.

Sincerely,

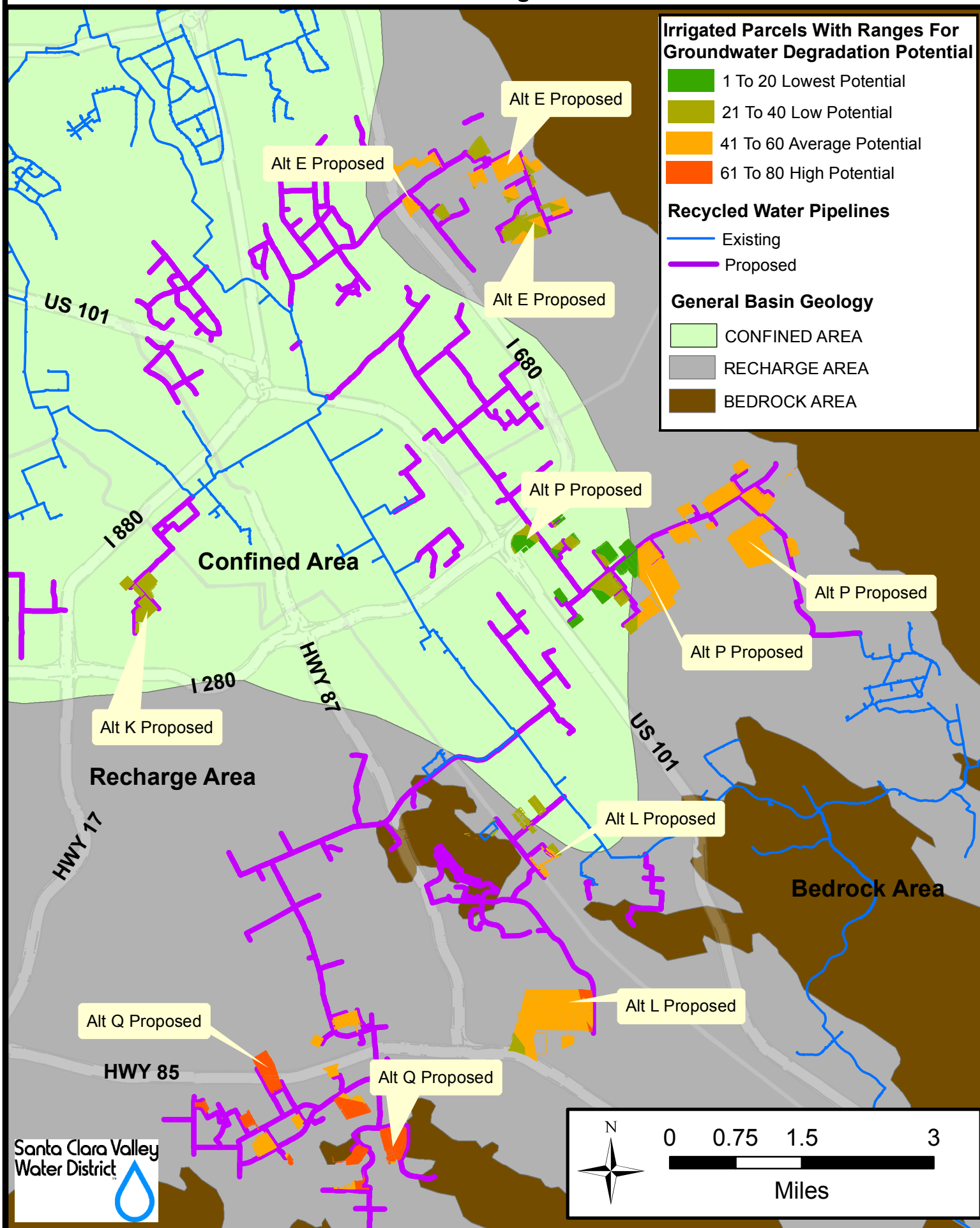


James M. Fiedler, P.E.
Chief Operating Officer
Water Utility Enterprise

Attachment: Map of Potential SJWC Alignments and Groundwater Degradation Potential

cc: Michele Young, South Bay Water Recycling
G. Hall, V. De La Piedra, H. Ashktorab

SJWC Potential Recycled Water Alignments in the Santa Clara Subbasin With Groundwater Degradation Potentials



Technical Memorandum

To: Bill Tuttle, Vice President, Engineering

From: Angela Singer, PE
Allan Murillo, EIT

Reviewed By: Curtis Lam, PE

Subject: Recycled Water Master Plan – 2022 Update

Date: September 23, 2022 (rev. 09/23)

Background

In March 2009, San Jose Water (SJW) completed a Recycled Water Master Plan (2009 RWMP) to determine how to expand the use of recycled water from the South Bay Water Recycling (SBWR) distribution system in SJW's service area. Seventeen alignments were proposed to increase the total use and availability of recycled water to meet SJW's short-term and long-term objectives.

SJW's objectives for recycled water expansion focused on cost-effectively expanding the use of recycled water for all types of nonpotable purposes within their service area. Alignments proposed in the 2009 RWMP were evaluated using a technical and a cost per acre-foot basis to make recommendations for the order in which alignments should be funded and built with SJW's objectives in mind.

Since the 2009 RWMP was published the California Public Utilities Commission (CPUC) approved SJW to construct nine of these recycled water projects, including:

- Alignment A – Charcot Avenue
- Alignment C – Oakland Road
- Alignment D – Berryessa Road (Phase 1+2)
- Alignment G – East William Street
- Alignment H – Tully Road
- Alignment M – Seven Trees Boulevard
- Alignment N – Sark Way
- Alignment R – Airport Boulevard
- Alignment S – Burke Street

Of the remaining alignments considered as part of the 2009 RWMP, notable updates to two of the alignments are described below.

- **Alignment F – East Santa Clara Street:** This alignment was constructed and designed by the City of San Jose in 2010. Thus, this alignment was removed from further consideration by SJW.

- **Alignment L – Lewis Road:** This alignment was altered to concentrate on connecting 12 potential customers. The largest of these customers, Martial Cottle Park, is a high demand customer where recycled water could be used for both agricultural and landscape irrigation. With the modifications to Alignment L, the combined demand for Alignment L is 589 AFY and the total length is 24,000 LF. Part of the former alignment has been redesignated as new Alignment T, which includes Martial Cottle Park. Alignment T is described later in the TM.

This 2022 RWMP Update serves to propose new alignments and potential recycled water customers as well as report the status of alignments proposed in the 2009 RWMP and 2011 Update. The intent of this 2022 RWMP Update is to ensure that the most updated alternatives, costs, and demands are evaluated for all the available alignments so that the most cost-effective recycled water projects are proposed.

Planning Criteria

This section provides the updated planning criteria and assumptions used to develop the recycled water demands for this RWMP Update. The reader is referred to the original 2009 RWMP for further details.

Land Use Based Demand Calculation

Similar to the 2009 RWMP and 2011 Update, HydroScience estimated the percent of the parcel area that can be irrigated for each type of land use. No changes have been made to the estimated irrigated areas; however, a wholesale review of parcel maps and land uses was conducted using updated GIS information. Land use types and percent of parcel area that can be irrigated are summarized in **Table 1**.

Table 1: Percent Irrigated Area for Targeted Land Use Types

Land Use Type	% Area Irrigated with Recycled Water
High Density Residential	20%
Commercial	15%
Mixed Use	20%
Industrial	10%
School	45%
Church	25%
Park	75%
Golf Course	80%

Some properties may have larger or smaller irrigated areas, but these percentages are intended to reflect a typical average. However, where specific sites were known to have significantly larger or smaller irrigated areas, their irrigated area percentage was manually adjusted to a value representative of their site.

Given that additional climate data is available for the region for the last ten years, the demands warranted a review. Irrigation demands for the region have been recalculated based on new resources and are represented in **Table 2**.

Table 2: Estimated Irrigation Demands for San Jose

Month	ET (Inches) ¹	P (Inches) ²	ID (Inches)
January	1.21	2.40	0.00
February	1.54	2.20	0.00
March	2.76	2.10	1.53
April	4.00	0.90	5.47
May	4.80	0.30	8.33
June	5.41	0.10	9.76
July	5.63	0.20	10.01
August	5.05	0.30	8.79
September	3.86	1.10	5.37
October	2.83	0.50	4.07
November	1.50	1.20	0.62
December	1.12	2.10	0.00
Average	3.29	1.12	3.29
Total	39.70	13.40	53.96

Notes:

1. ET data source: California Irrigation Management Information System Monthly Evapotranspiration Report for San Jose (Station 69), 1987-2002.
2. Precipitation data source: Department of Water Resources – Flood Emergency Response Information Exchange, San Jose Station (E60 7821 00), 1874 - 2007.

As shown above in **Table 2**, the peak monthly irrigation demand of 10.01 inches occurs in July. The allowable irrigation for any month is assumed to never fall below zero. For months during which the allowable irrigation is positive, additional water from the recycled water system can be applied. The typical season for irrigation demands stretches between March and November. No irrigation demand is projected between December and February.

Peaking Factors

The irrigated acreage multiplied by the monthly ID in total translates to the annual recycled water demand for landscape irrigation. These values were subsequently translated into peak month and peak hour flow rates for the purposes of sizing infrastructure. Similar to the 2009 RWMP, the peak day demand is essentially the same as peak monthly irrigation demand for facility planning purposes. The peaking factor for peak month is represented as the ratio of peak month to average annual demand:

$$Factor = \frac{10.01 \text{ in}}{3.29 \text{ in}}$$

$$Peak \text{ Month Factor} = 3.04$$

It is assumed that recycled water irrigation would occur over a six-hour period between 9:00 PM and 6:00 AM at a consistent hourly rate. Thus, the peak hour flow is the peak day flow concentrated into a six-hour period. This factor equates to:

$$Factor = \frac{24 \text{ hr}}{6 \text{ hr}}$$

$$Peak \text{ Hour Factor} = 4.0$$

A summary of peaking factors assumed for landscape irrigation in this RWMP Update is provided below:

$$Peak \text{ Day Demand} = 3.04 \times Average \text{ Day Demand}$$

$$Peak \text{ Hour Delivery Demand} = 4.0 \times Peak \text{ Day demand} \\ = 12.16 \times Average \text{ Day Demand}$$

Infrastructure Criteria

Infrastructure sizing relies on the base assumption that SBWR would provide SJW with recycled water at capacities and pressures identified in the SBWR hydraulic model. Extensions of that model were assumed to supply new distribution system pipeline alternatives. The new alternatives were sized based on the following infrastructure criteria:

- Distribution system pipeline infrastructure was sized to supply peak hour demands;
- Pipeline diameters for new pipelines are standard sizes typically available and installed by SJW;
- Pipeline velocities remain below 5 ft/s;
- Minimum pressure in the recycled water distribution system is 60 psi at the meter; and
- Where distribution system pressure requires boosting, a new pump station and storage tank will be located in addition to the distribution system pipeline.

Alignment Cost Development

Unit costs for recycled water projects were estimated based on the recent bidding experience of SJW and recent industry experience with current costs for construction materials. For conceptual planning and comparison of costs for pipeline extensions, this global cost estimate included the following considerations and itemized cost parameters:

- Pipeline cost equal to \$35/inch-diameter per foot for all pipeline diameters;
- Pipeline is installed at least one foot deeper than potable water main;
- Pipeline appurtenances equal to 7% of the pipeline cost;
- Street overlay/repair costs equal to \$1.75/inch/SF for the width of the pipeline plus two feet;

- A connection to the existing recycled water pipeline can range based on the size of the new and existing pipeline. For planning purposes, each connection is estimated to be approximately \$65,000;
- At creek, railroad, highway or other crossings where special construction was required, an additional factor of 2.5 times the unit cost/LF/inch-diameter was added to the cost of the pipe for the entire pipeline length requiring special construction;
- Monitoring wells where required are \$50,000 each;
- Mobilization costs of 6% was added to project subtotal;
- A construction contingency of 5% was added to the project subtotal; and
- SJW engineering and overhead costs of 12% to 16% of the total of other costs.

Pipeline costs for each alignment are specifically broken out in **Appendix C**.

Evaluation Approach

The evaluation approach utilized for this 2022 Update has been adapted since the 2009 RWMP and 2011 Update to also reassess retrofit customers along constructed recycled water pipe alignments. Elements in this 2022 Update include the following:

- **Addition and removal of customers:** Customers are selected based on type of land use, proximity to the existing recycled water pipeline, the potential for recycled water use (large vs. small demand users), and whether a parcel will be newly developed and have the potential to incorporate recycled water infrastructure into the development plans. The addition or removal of customers was based on further research into which customers could be cost-effectively connected to a pipeline constructed by SJW. Customers may have been added based on the identification of new opportunities, their potential demand for irrigation purposes, or by new development opportunities identified between 2021 and 2025 from the City of San Jose's [Development Activity Highlights and Five-Year Forecast \(2021-2025\)](#). Customers previously identified may have been removed based on their perceived retrofit cost (e.g. retrofit costs can significantly increase if multifamily residences require a significant number of backflow preventers on existing potable water meters), whether the site is still planning to develop, or the cost/benefit ratio of a pipeline extension to serve the customer(s).
- **Reevaluation of potential customers along constructed recycled water pipe:** The 2009 RWMP and 2011 Update identified opportunities to serve potential customers along proposed alignments and categorized these customers as “proposed” retrofits and “optional” retrofits. This 2022 Update provides a review of the categorization of possible unconnected customers along constructed alignments and reevaluates if they should remain as proposed or optional retrofit customers.
- **Updates to pipeline alignments and recycled water demands:** Recycled water demands were updated to reflect current local climatological data. All pipeline alignments were reevaluated to maximize the connected demand and minimize overall cost. Pipeline sizes were also updated based on the estimated recycled water demand and changes to proposed alignments and customers.
- **Updates to pipeline and retrofit unit costs:** Pipeline costs were based on updated quantities, as necessary, using the same design criteria for sizing facilities included in the

- A connection to the existing recycled water pipeline can range based on the size of the new and existing pipeline. For planning purposes, each connection is estimated to be approximately \$65,000;
- At creek, railroad, highway or other crossings where special construction was required, an additional factor of 2.5 times the unit cost/LF/inch-diameter was added to the cost of the pipe for the entire pipeline length requiring special construction;
- Monitoring wells where required are \$50,000 each;
- Mobilization costs of 6% was added to project subtotal;
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- **Updates to pipeline and retrofit unit costs:** Pipeline costs were based on updated quantities, as necessary, using the same design criteria for sizing facilities included in the

2009 RWMP and 2011 Update, but costs were escalated to reflect current construction costs based on recent bid tabulations for pipeline installations. Retrofit costs were also updated based on actual costs to design and construct retrofits.

- **Reevaluation of pipeline cost-effectiveness:** Updates to the alignments identified in this 2022 Update were intended to maximize customer demands with the shortest length of pipe and is reflected as unit costs per AFY of demand for each individual alignment. Updated ranking of proposed alignments is presented based on this updated assessment.

Seventeen alignments were identified and considered as part of this 2022 Update. It is noted that one alignment was added while another alignment was removed based on information available since the preparation of the 2011 Update. Detailed information about each alignment is contained within the appendices, as described below.

- **Appendix A** contains detailed maps showing each pipeline alignment, customers who have connected, customers to be connected, and key issues.
- **Appendix B** contains the demands and pertinent information for each customer identified as a potential recycled water user for each alignment.
- **Appendix C** contains details of the preliminary cost estimates for each alignment.
- **Appendix D** contains City of San Jose's [Development Activity Highlights and Five-Year Forecast \(2021-2025\)](#).
- **Appendix E** contains Wholesaler-Retailer Agreement for Supply of Recycled Water (July 8, 1997) including the first and second amendments (June 30, 2010 and March 29, 2012, respectively).
- **Appendix F** contains Santa Clara Valley Water District (now Valley Water) Comments on SJWC RW Expansion September 2, 2016.

The reader is referred to the 2009 RWMP and 2011 Update for a more detailed description of the original project alignments. Any modifications to the alignments that were previously identified are summarized in the following section. A map of all alignments considered as part of this 2022 Update is presented in **Figure 1** of **Appendix A**.

Status of Constructed Alignments and Current/Future Customer Demands

Alignments already constructed by SJW have the potential to connect additional customers who did not previously execute a retrofit agreement with SJW. These customers that were previously proposed along constructed alignments were reevaluated and recategorized, as appropriate, as either potential or optional retrofits depending on their cost effectiveness. It is expected that SJW can market recycled water and leverage the recent drought conditions to encourage customers to connect that may have been previously uninterested or hesitant. These customers are generally more cost-effective since the distribution system is already constructed.

Table 3 provides a summary of recycled water users that can be connected to existing SJW recycled water pipelines without requiring an extension.

Table 3: Potential Recycled Water Customers and Estimated Demands by Constructed Alignment

Alignment	Additional Potential Customers	Potential Customer Demands (AFY)
A: Charcot Avenue	44	151
C: Oakland Road	69	310
D: Berryessa Road (Phase 1+2)	10	81
G: East William Street	None	None
H: Tully Road	4	51
M: Seven Trees Boulevard	1	9
N: Sark Way	1	15
R: Airport Boulevard	16	87
S: Burke Street	None	None
Total Additional	145	704

There is the potential to realize up to 704 AFY of recycled water demand along existing alignments. It is recommended that further outreach be conducted to encourage connection to the SJWRW system.

Updates to Proposed Alignments

This section describes updates to select recycled water alignments which have not been constructed. Changes to proposed alignments since the 2011 Update are described below.

- **Alignment B – East Gish Road:** This alignment was proposed to service one customer due to their proximity to existing recycled water pipeline. Construction of this alignment included new 4-inch pipeline approximately 600 LF to the west from the point of connection on Oakland Road to serve the Challenger School at 711 East Gish Road. This alignment is no longer considered for design and construction.
- **Alignment D – Berryessa Road (Phase 3):** The proposed Alignment D Phase 3 recycled water pipeline alignment would extend the SJW Alignment D Phases 1 and 2 recycled water pipeline alignments to 11 additional customers located within SBWR's Zone 1 of SJW's recycled water service area. This alignment is needed to connect to Alignment P and loop the system for reliability. Phase 3 has a total estimated project length of 11,650 LF and is estimated to provide up to 440 AFY.
- **Alignment E – Mabury Road:** Previously known as Alignment E – Hostetter Road, this alignment has been modified to target more customers using an alternate point of connection to the SBWR distribution system. This alignment would connect the proposed Mabury Tank and Pump Station located next to Alignment D – Berryessa Road. From Mabury Road, this 20-inch pipeline would extend east on Mabury Road across I-680 using an existing 30" casing and continuing east through residential streets to the San Jose Country Club before turning north and crossing Penitencia Creek to supply multiple schools and parks. Alignment E includes 32 potential customers which have the potential to provide up to 1,325 AFY of recycled water via 13.9 miles of recycled water pipeline.

The Mabury Tank and Pump Station is required to supply recycled water at pressure to all Alignment E customers. The project would include the construction of a 6 MG pre-stressed concrete recycled water tank, a high pressure recycled water pump station supplying Alignment D and the SBWR distribution system with approximately 10,000 gpm capacity, a second higher head recycled water pump station to supply recycled water to Alignment E, dual pump station discharge mains – one going to Alignment D and one to Alignment E, electrical facilities including a new Motor Control Center (MCC) and associated controls. The proposed project would be constructed on a 4.2-acre parcel located in a largely residential area North of Mabury Road and East of North King Road. The parcel is owned and operated by SJW and currently houses an existing well system, PG&E facilities, and a welded steel potable water storage tank.

- **Alignment L – Lewis Road:** Alignment L has been updated to supply seven customers through the construction of 8,500 LF of new recycled water pipeline. The new pipeline would extend from the existing 42-inch pipeline on Senter Road west on Lewis Street to Monterey Highway, then north on Monterey Highway to connect to an existing pipeline on Goble Lane that is not currently connected to the distribution system. A lateral would also extend from Lewis Road south along Wall Street then turn to the west on Southside Drive to Water Street to connect Captain Jason M Dahl Elementary School and a multi-family customer. Recycled water demand for these potential customers is 85 AFY and the reduced alignment eliminates the need for a railroad crossing.
- **Alignment P – Quimby Road:** No changes have been made to this proposed alignment; however, Valley Water has expressed concern regarding the use of recycled water in groundwater recharge areas due to the potential transfer of constituents of emerging concern (CECs) from shallow groundwater to deeper water supply aquifers. To manage and mitigate this potential issue, Valley Water proposed the construction of at least two monitoring wells to further evaluate potential groundwater quality impacts (**Appendix F**). The cost of two monitoring wells was added to the total construction cost of this alignment. It is noted that there would be an nominal operational cost related to the monitoring and maintenance of the well.
- **Alignment Q – Curtner Avenue:** This alignment was originally proposed to service 65 customers with a demand of 2,647 AFY. Construction of this alignment would require 157,700 LF of new recycled water pipeline as well as a pump station to serve 41 customers. However, the originally proposed location for the pump station is no longer available. This alignment is no longer considered for design and construction.
- **Alignment T – Snell Avenue:** This 14,200 LF alignment would connect to the SBWR distribution system at E. Capitol Expressway then travel southeast to Monterey Road, crossing a railroad at Skyway Drive and continuing to Snell Avenue until it reaches Martial Cottle Park and two multi-family customers. This alignment will connect three customers, including Martial Cottle Park. The estimated annual demand for these three potential customers is 753 AFY. During past SJW outreach efforts, Martial Cottle Park declined to connect to the recycled water system. In prior communication, representatives from Martial Cottle Park expressed interest in the use of recycled water for non-agricultural irrigation use only and not for agricultural use. A majority of the estimated annual demand for this alignment is for agriculture irrigation use. Establishing an agreement with this customer to use recycled water for all irrigation needs will dictate the feasibility and cost-effectiveness of constructing this alignment. Further outreach is recommended.

Table 4 summarizes the estimated annual demand for each planned alignment.

Table 4: Estimated Recycled Water Demand for Proposed Alignments

Alignment	Proposed Customers	Optional Customers	Irrigation Demand (AFY)
D: Berryessa Road (Phase 3)	11	0	440
E: Mabury Road	32	6	1,325
I: Dolores Avenue	3	0	86
J: Saratoga Avenue	30	0	119
K: West Hedding Street	9	3	202
L: Lewis Road	7	0	85
P: Quimby Road	22	2	838
T: Snell Avenue	3	0	753

It is noted that per the Wholesaler-Retailer Agreement (**Appendix E**), no additional fees are due to the Wholesaler as long as alignments that connect to the SBWR system do not exceed 1,297 AFY of average daily demand annually, with a maximum peak day demand of 5,025 gpm.

Summary

The most cost-effective approach to expanding recycled water use is to reach out to potential customers along constructed alignments to connect them to the existing SJWRW distribution system. For new construction, **Table 5** summarizes the relative ranking of the recycled water projects identified in this 2022 Update. Ranking is dictated by the most efficient and cost-effective alignments (i.e., more demand with less pipe). These projects are sequenced as shown in **Table 5** in order of their unit cost (from most to least cost-efficient). Alignments should generally be considered for implementation in conjunction with their ranking with the most cost effective (lowest unit cost) alignments prioritized.

Table 5: Overall Costs and Demands for Recycled Water Alignments

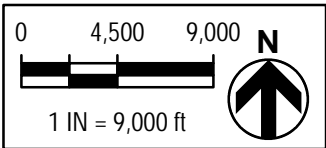
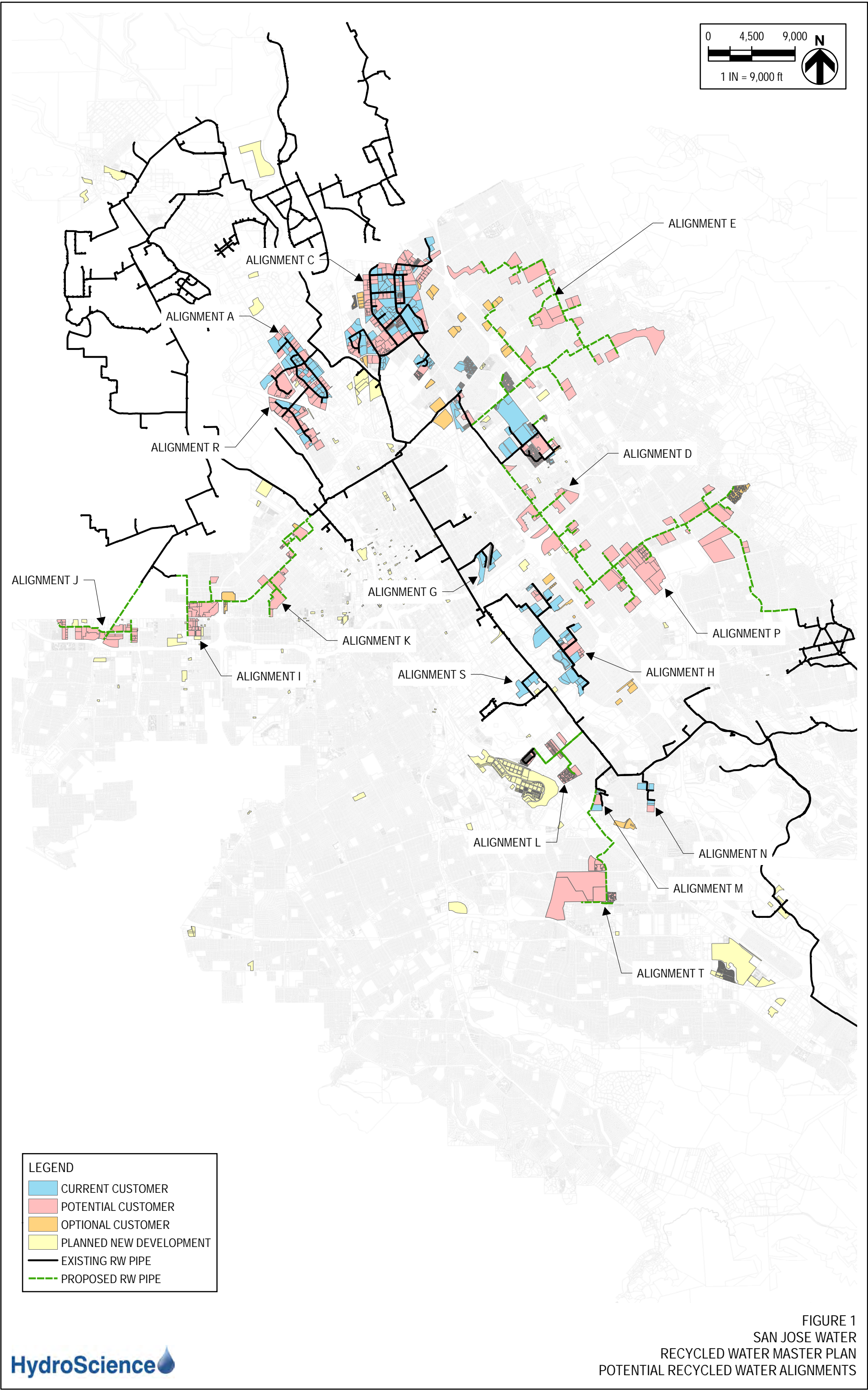
Alignment	Project Length (ft)	No. of Retrofits	Demand (AFY)	Capital Budget			Conservation Budget for Retrofits	Unit Cost (\$/AFY)	Project Ranking
				Pipeline	Other Costs	Total Cost			
T: Snell Avenue	14,200	3	753	\$12,170,000	\$0	\$12,170,000	\$195,000	\$16,154	1
D: Berryessa Road - Phase 3	11,650	11	440	\$10,244,500	\$0	\$10,244,500	\$910,000	\$23,263	2
K: West Hedding Street	15,100	9	202	\$6,230,000	\$0	\$6,230,000	\$585,000	\$30,907	3
P: Quimby Road	44,900	22	838	\$26,850,000	\$4,000,000	\$30,850,000	\$1,430,000	\$36,826	4
I: Dolores Avenue	10,000	3	86	\$3,430,000	\$0	\$3,430,000	\$195,000	\$39,917	5
E: Mabury Road	73,290	32	1,325	\$45,300,000	\$12,000,000	\$57,300,000	\$2,080,000	\$43,259	6
L: Lewis Road	8,440	7	85	\$3,720,000	\$0	\$3,720,000	\$455,000	\$43,583	7
J: Saratoga Avenue	14,300	30	119	\$5,380,000	\$0	\$5,380,000	\$1,950,000	\$45,166	8
Total	191,880	117	3,848	\$113,320,000	\$16,000,000	\$129,320,000	\$7,800,000		

Notes:

1. Project length is for the base alignment, exclusive of optional lengths and customers.
2. Detailed market assessment for each alignment is included as **Appendix B**.
3. The number of retrofits and annual demand excludes customers identified as optional customers.

APPENDIX A
San Jose Water
Recycled Water Master Plan – 2022 Update
Pipeline Alignment Figures

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LEGEND

- CURRENT CUSTOMER
- POTENTIAL CUSTOMER
- OPTIONAL CUSTOMER
- PLANNED NEW DEVELOPMENT
- EXISTING RW PIPE
- PROPOSED RW PIPE

FIGURE 1
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
POTENTIAL RECYCLED WATER ALIGNMENTS

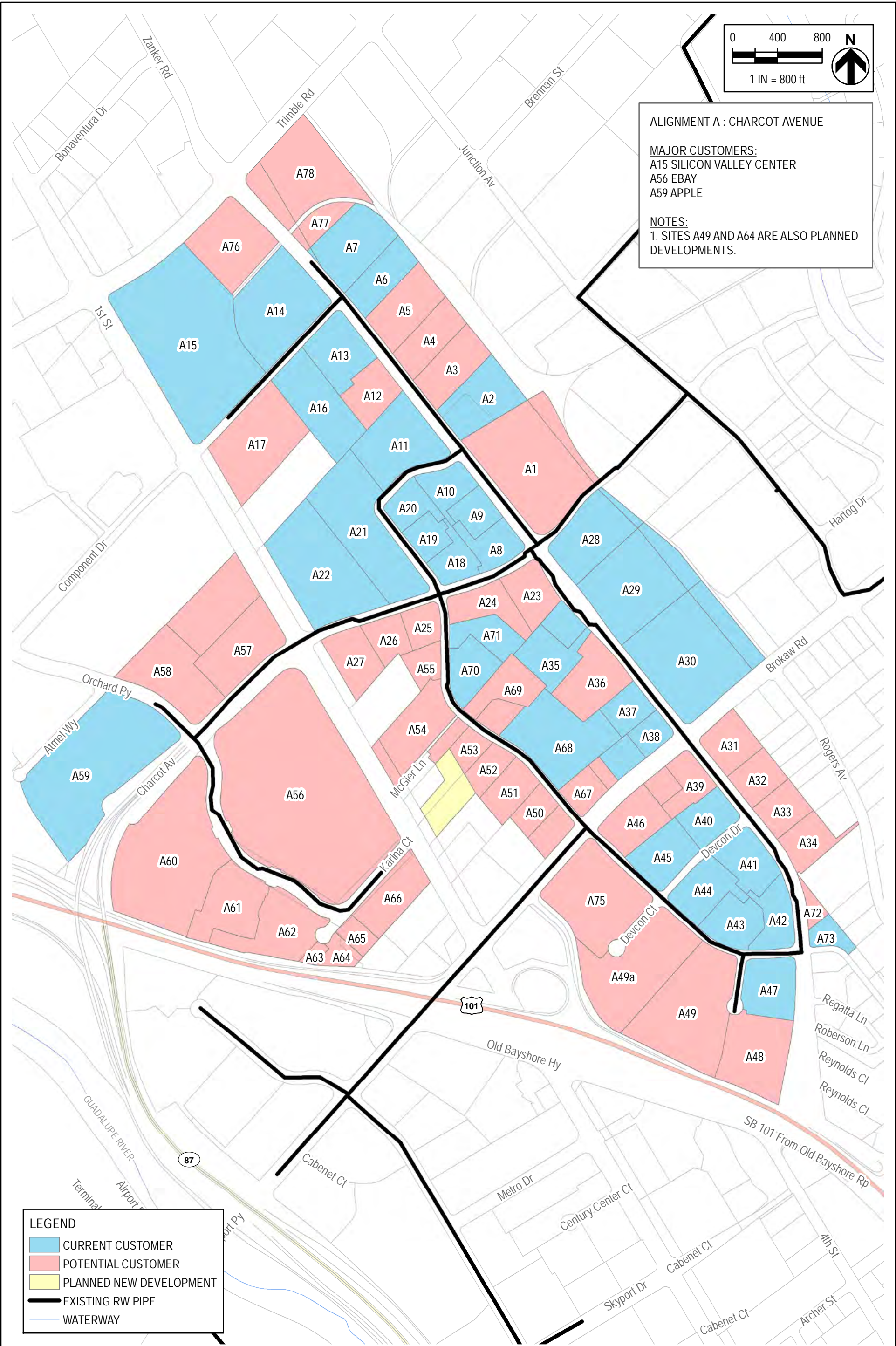


FIGURE A
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
CONSTRUCTED RECYCLED WATER ALIGNMENT A : CHARCOT AVENUE

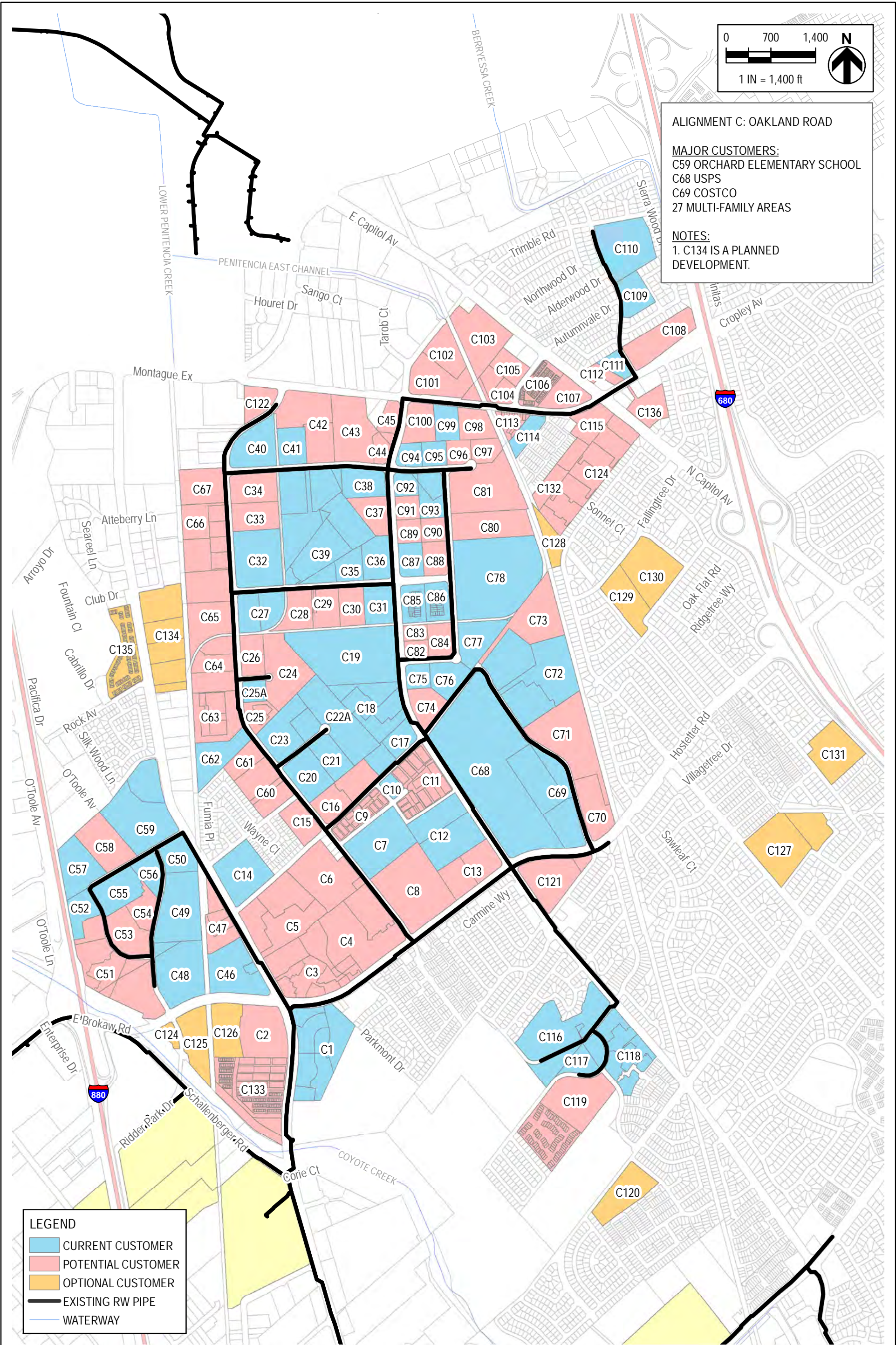
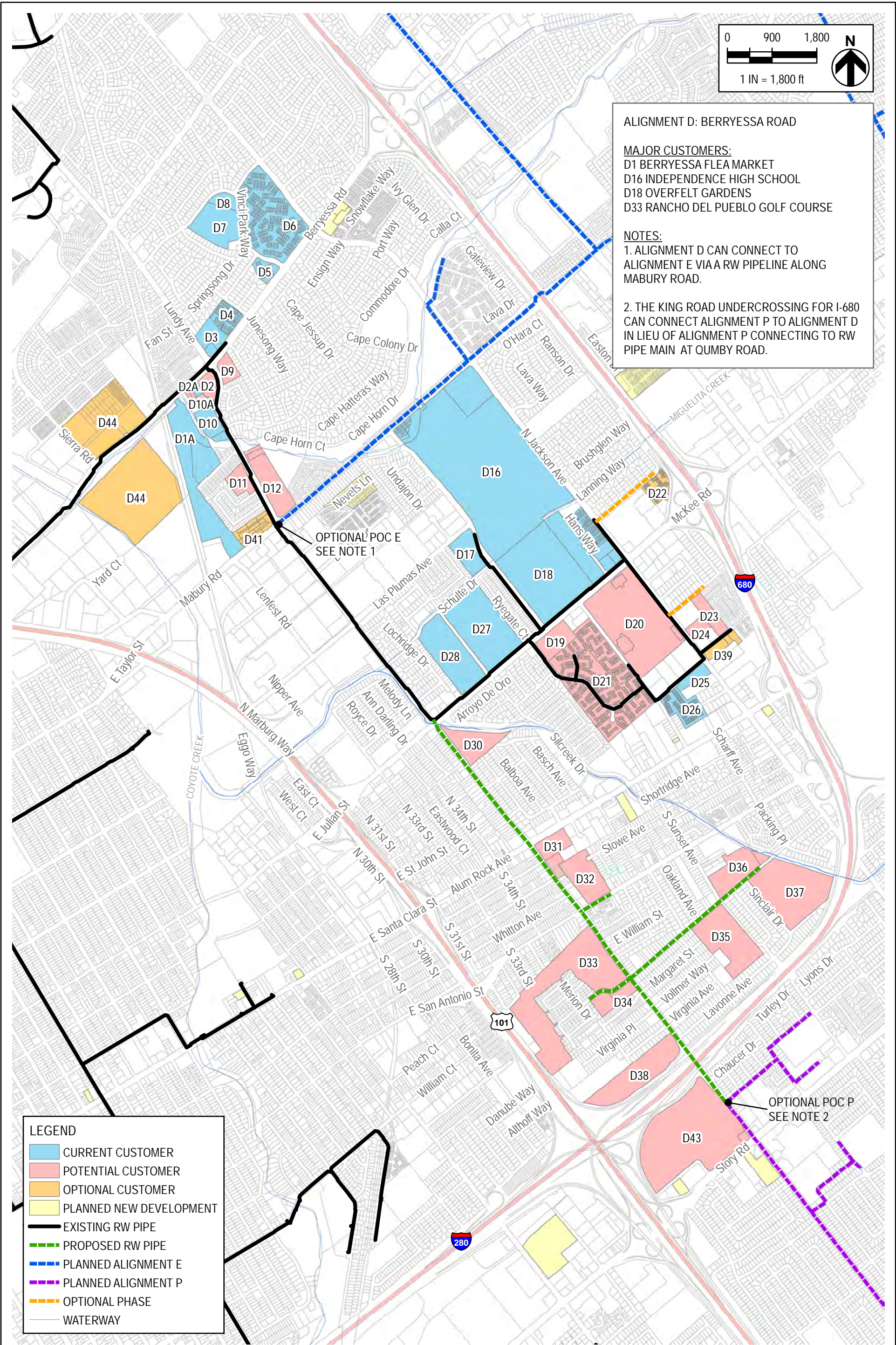


FIGURE C
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
CONSTRUCTED RECYCLED WATER ALIGNMENT C: OAKLAND ROAD



ALIGNMENT D: BERRYESSA ROAD

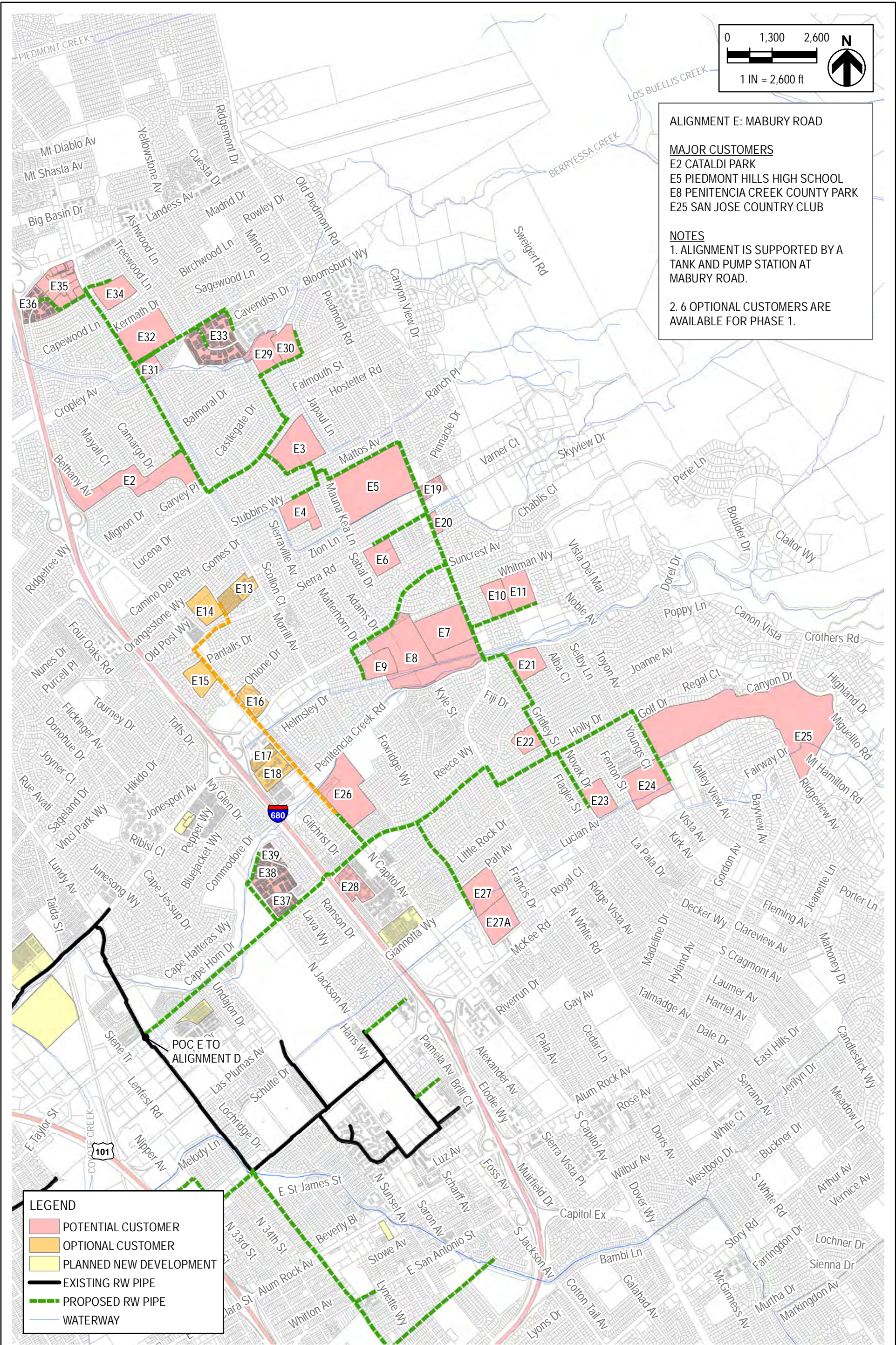
MAJOR CUSTOMERS:
D1 BERRYESSA FLEA MARKET
D16 INDEPENDENCE HIGH SCHOOL
D18 OVERFELT GARDENS
D33 RANCHO DEL PUEBLO GOLF COURSE

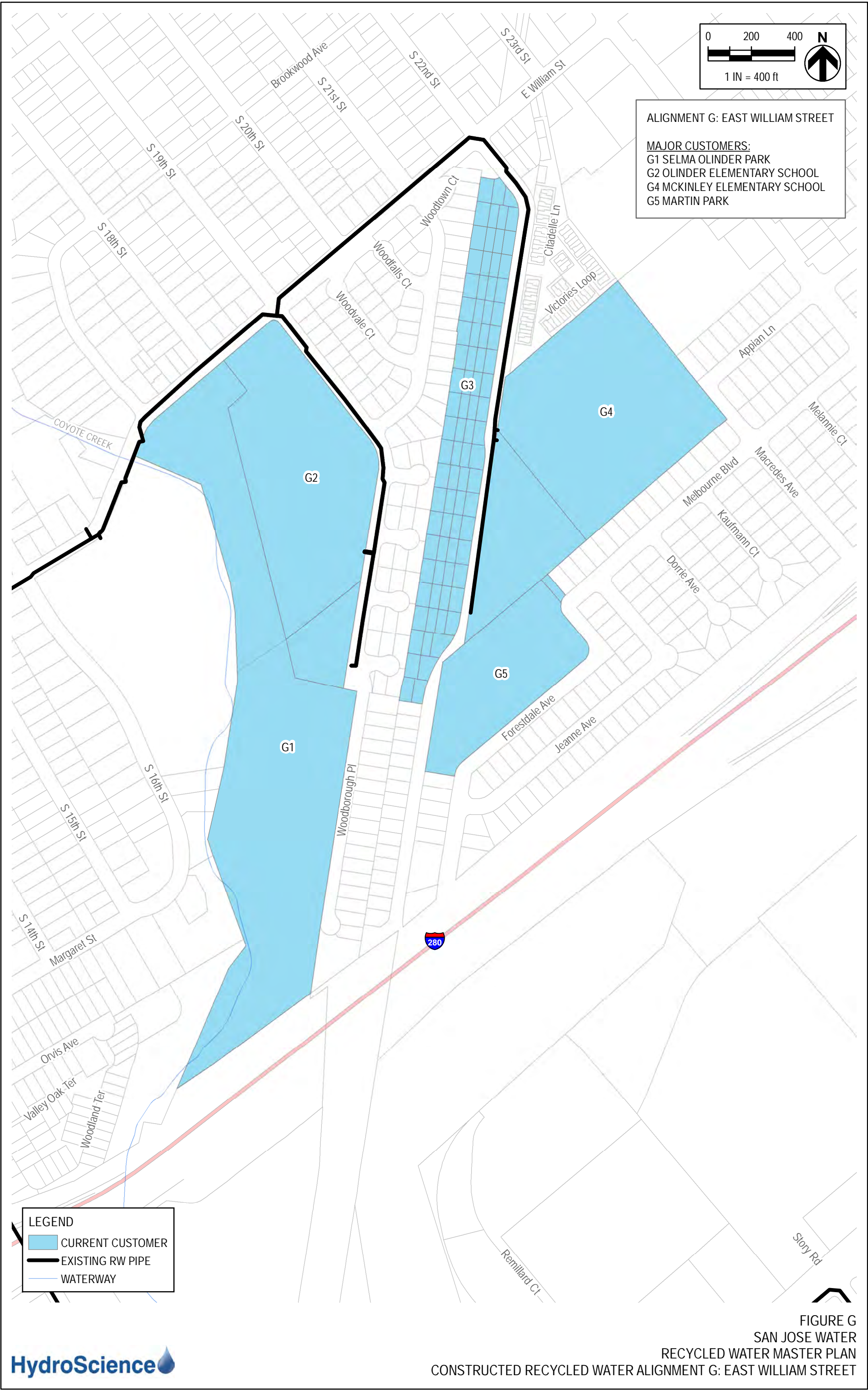
NOTES:
1. ALIGNMENT D CAN CONNECT TO
ALIGNMENT E VIA A RW PIPELINE ALONG
MABURY ROAD.
2. THE KING ROAD UNDERCROSSING FOR I-680
CAN CONNECT ALIGNMENT P TO ALIGNMENT D
IN LIEU OF ALIGNMENT P CONNECTING TO RW
PIPE MAIN AT QUMBY ROAD.

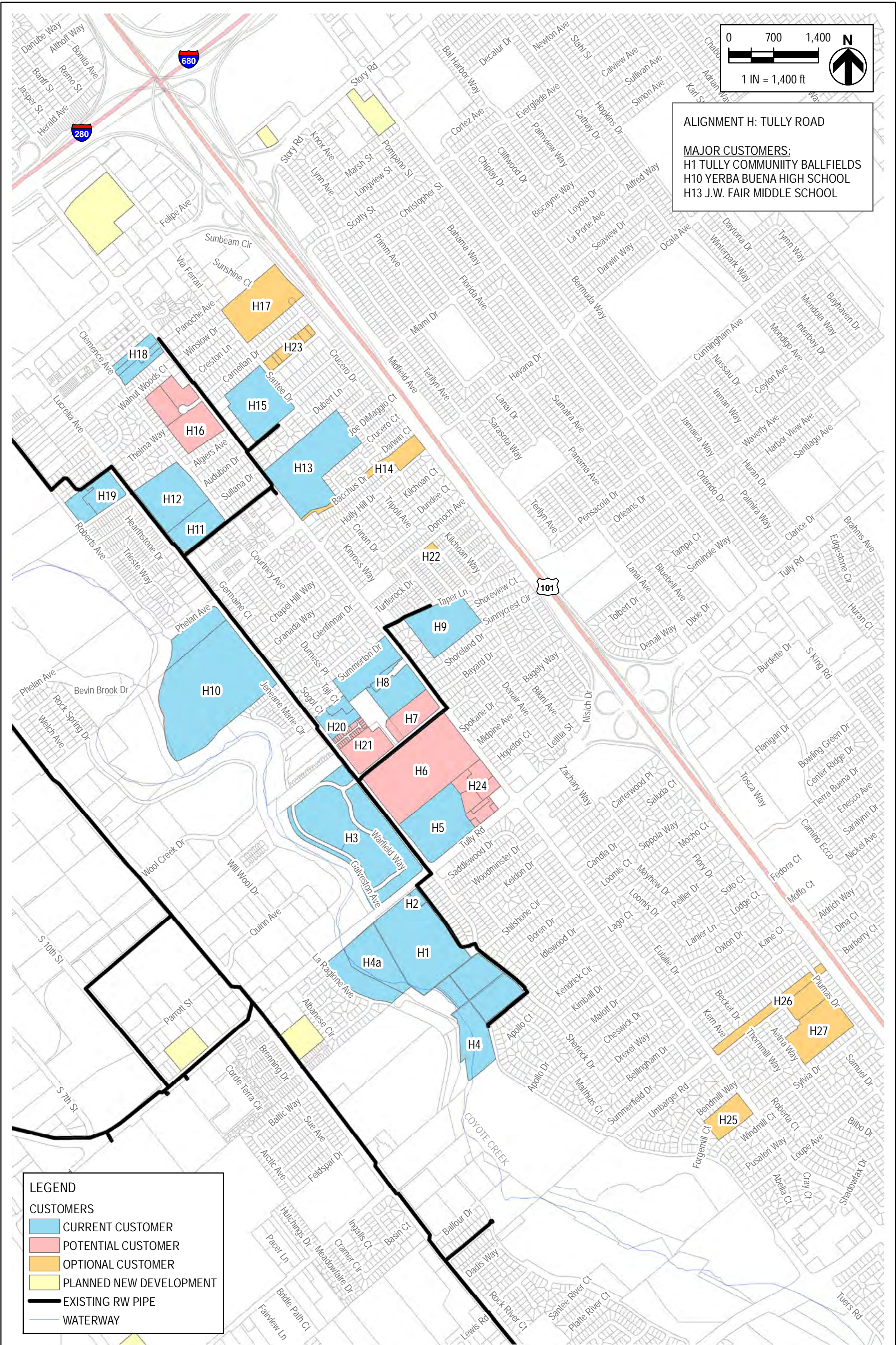
LEGEND

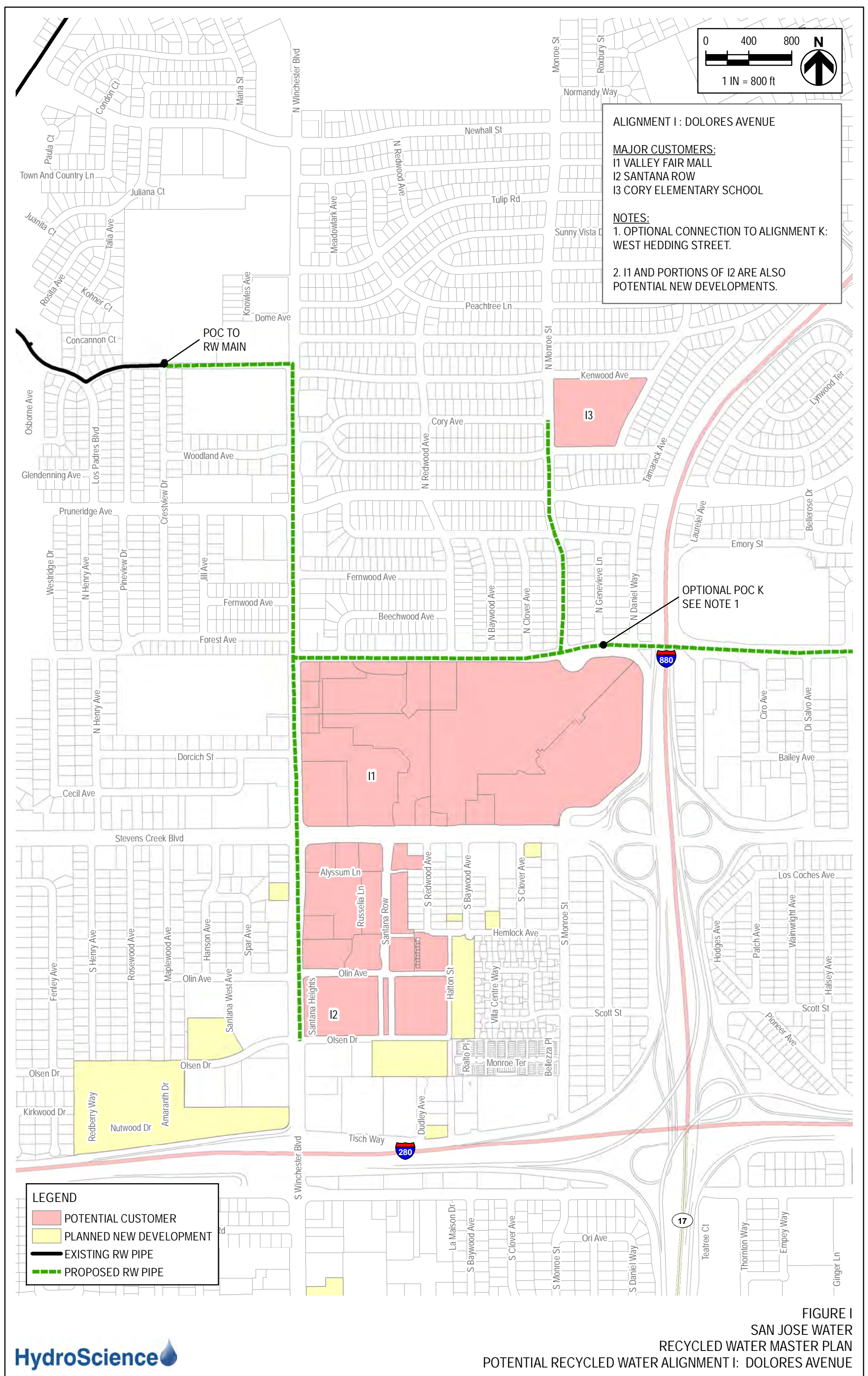
- CURRENT CUSTOMER
- POTENTIAL CUSTOMER
- OPTIONAL CUSTOMER
- PLANNED NEW DEVELOPMENT
- EXISTING RW PIPE
- PROPOSED RW PIPE
- PLANNED ALIGNMENT E
- PLANNED ALIGNMENT P
- OPTIONAL PHASE
- WATERWAY

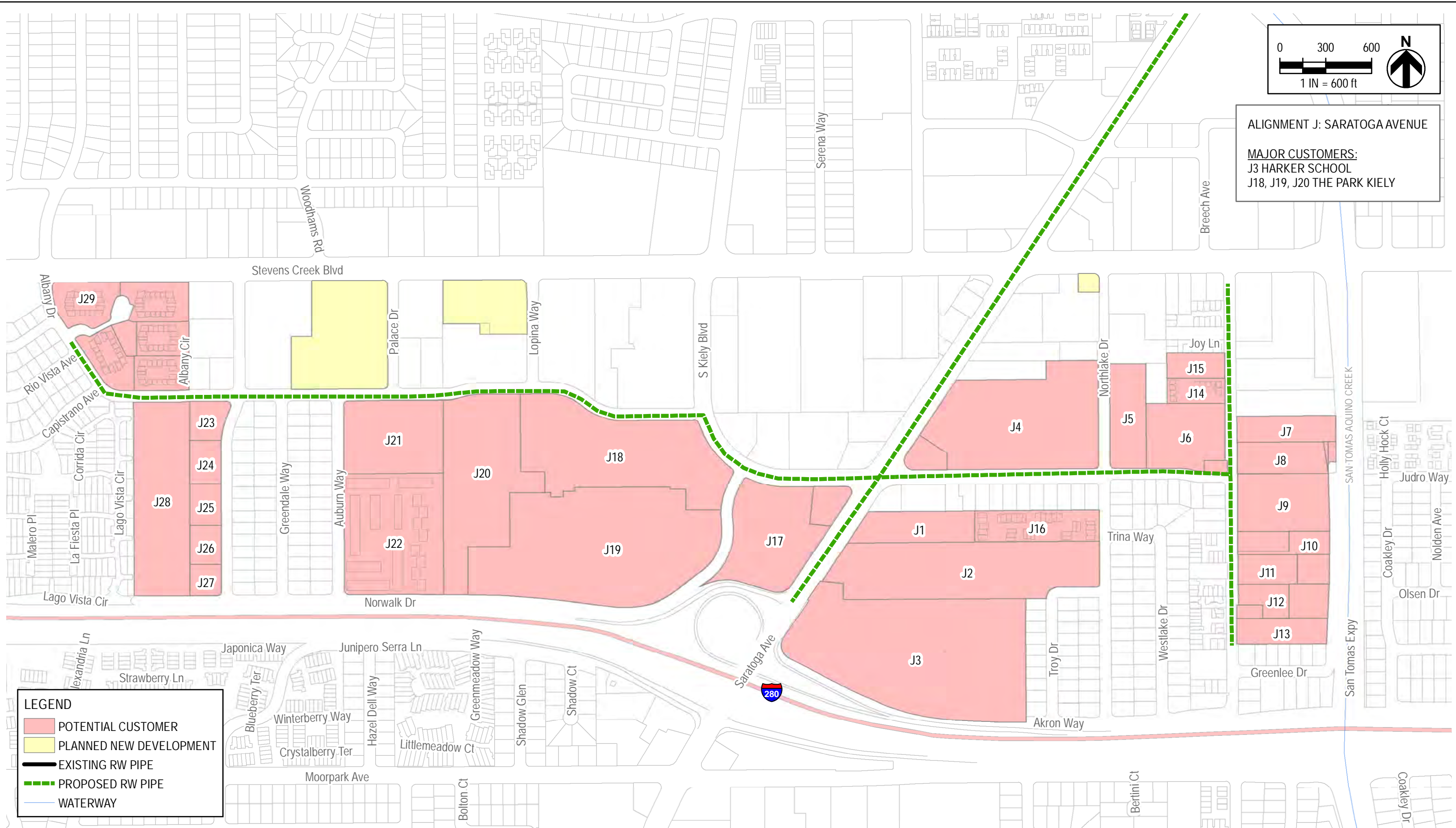
FIGURE D
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
POTENTIAL RECYCLED WATER ALIGNMENT D: BERRYESSA ROAD











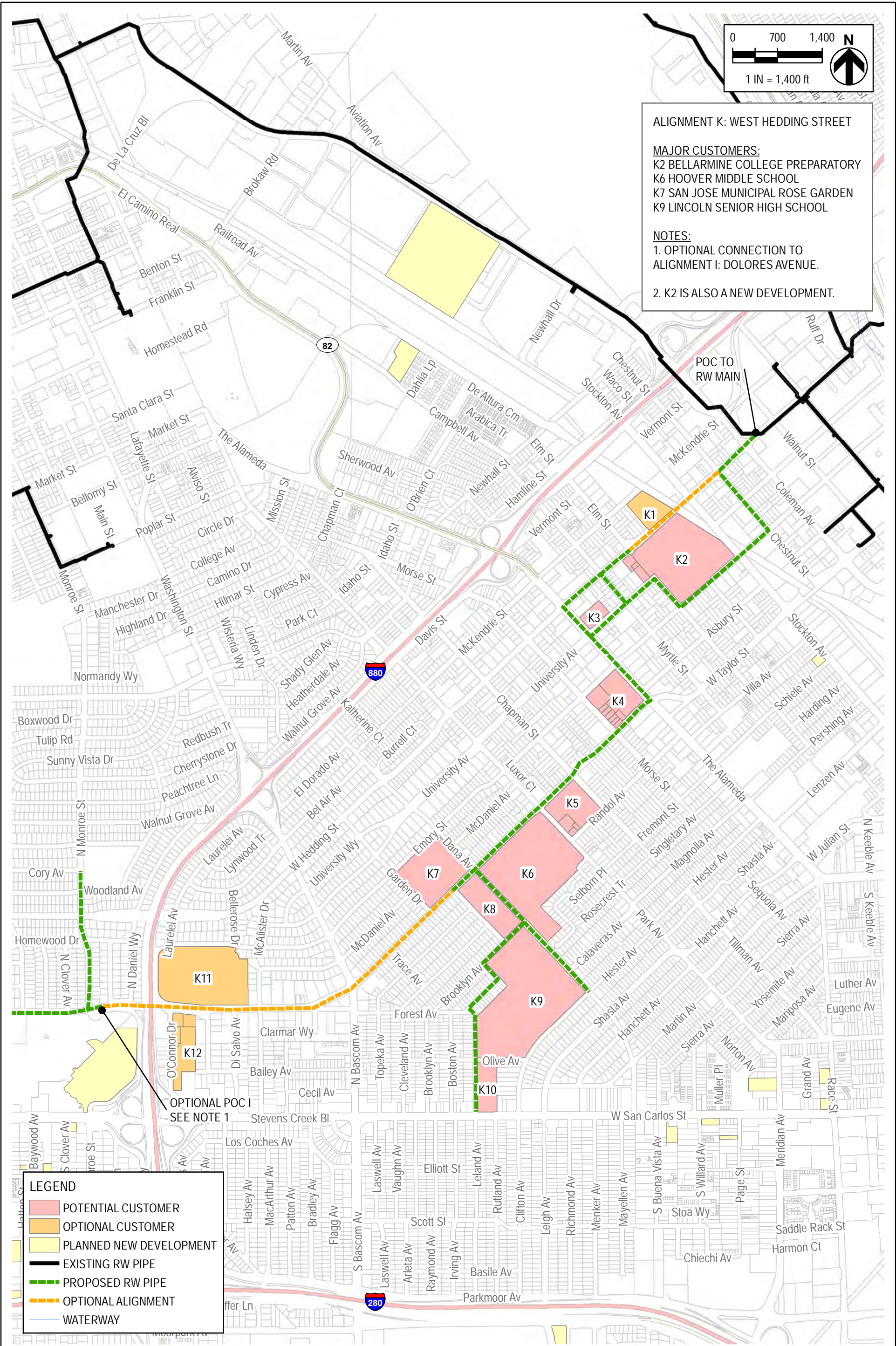
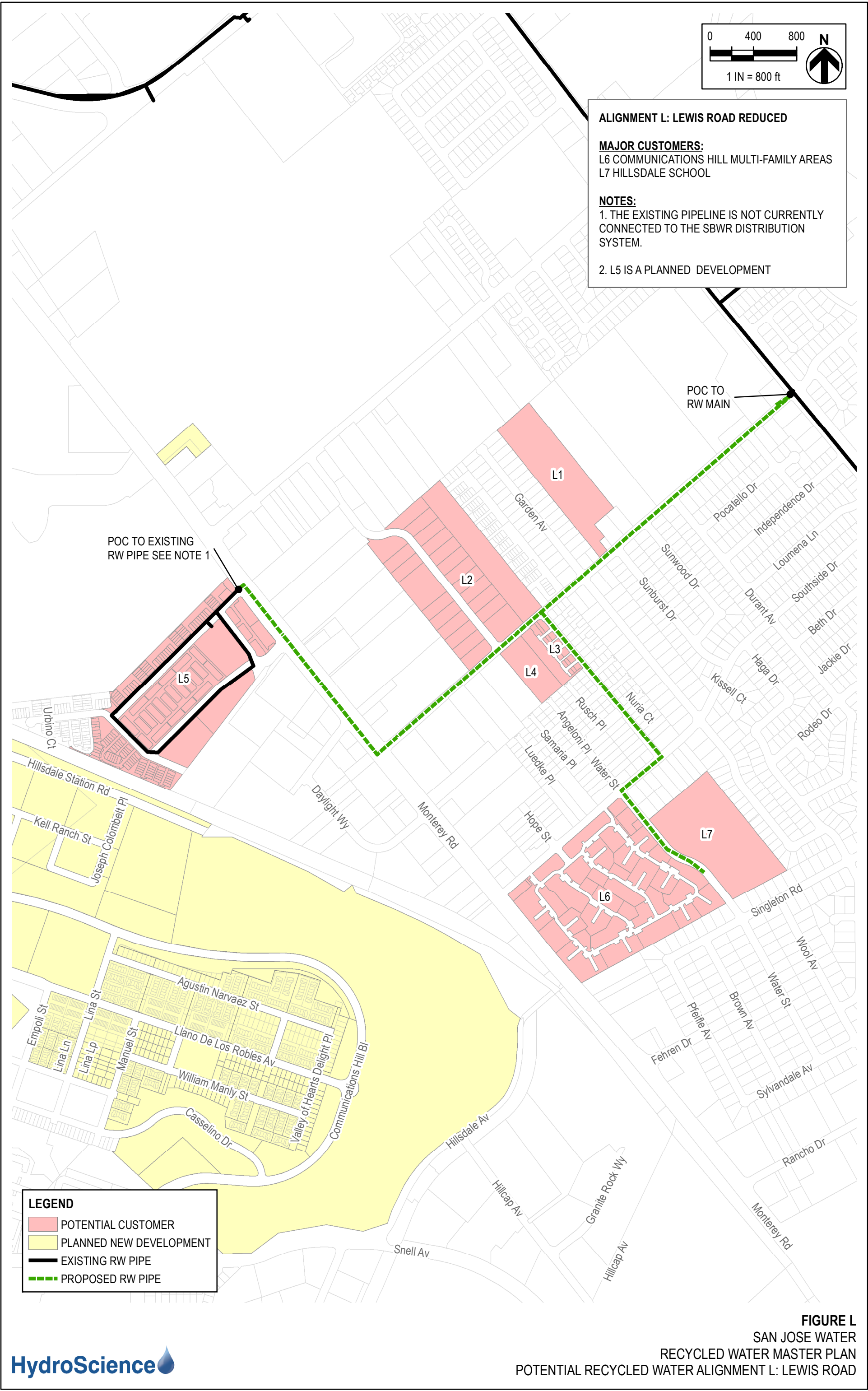
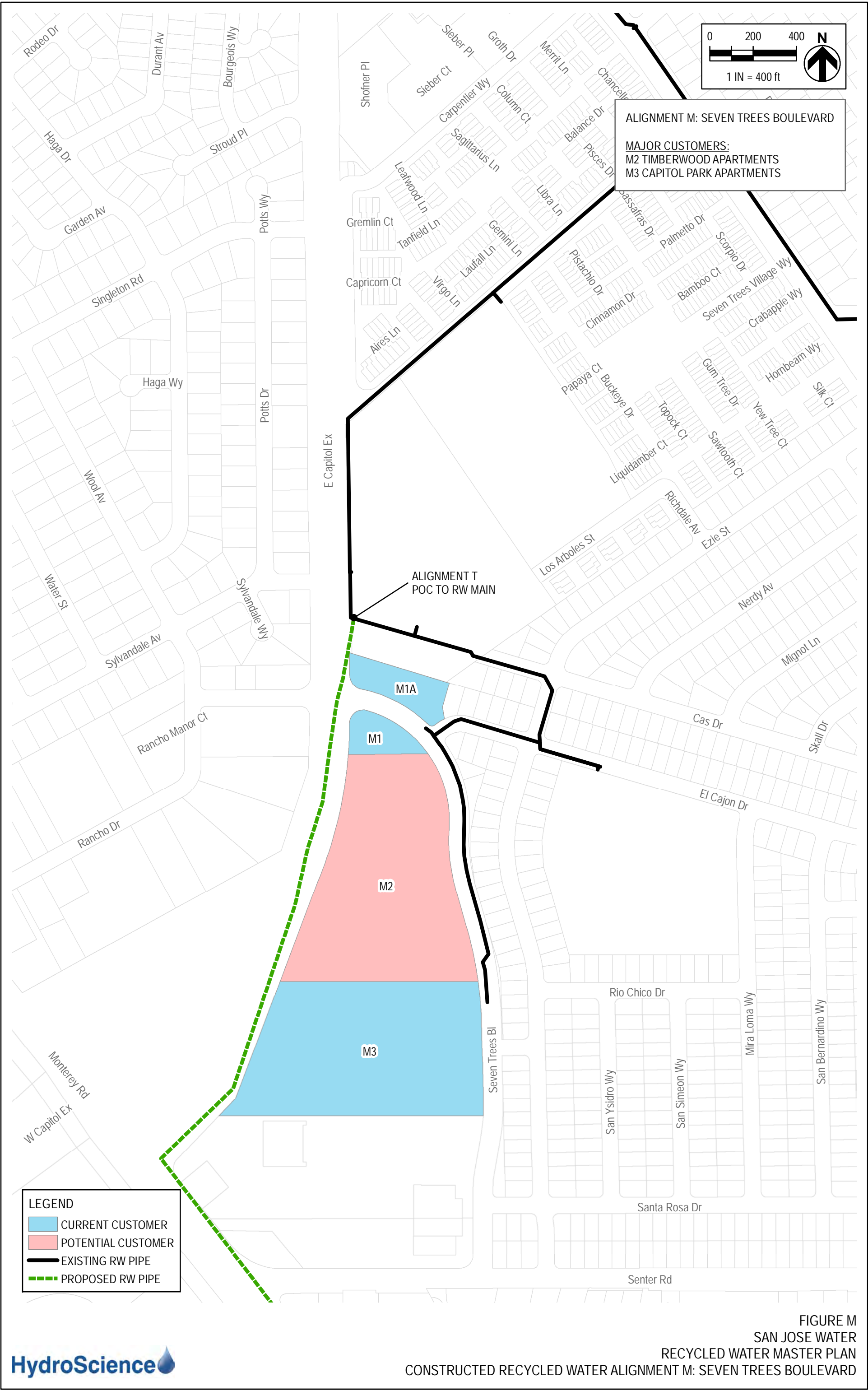
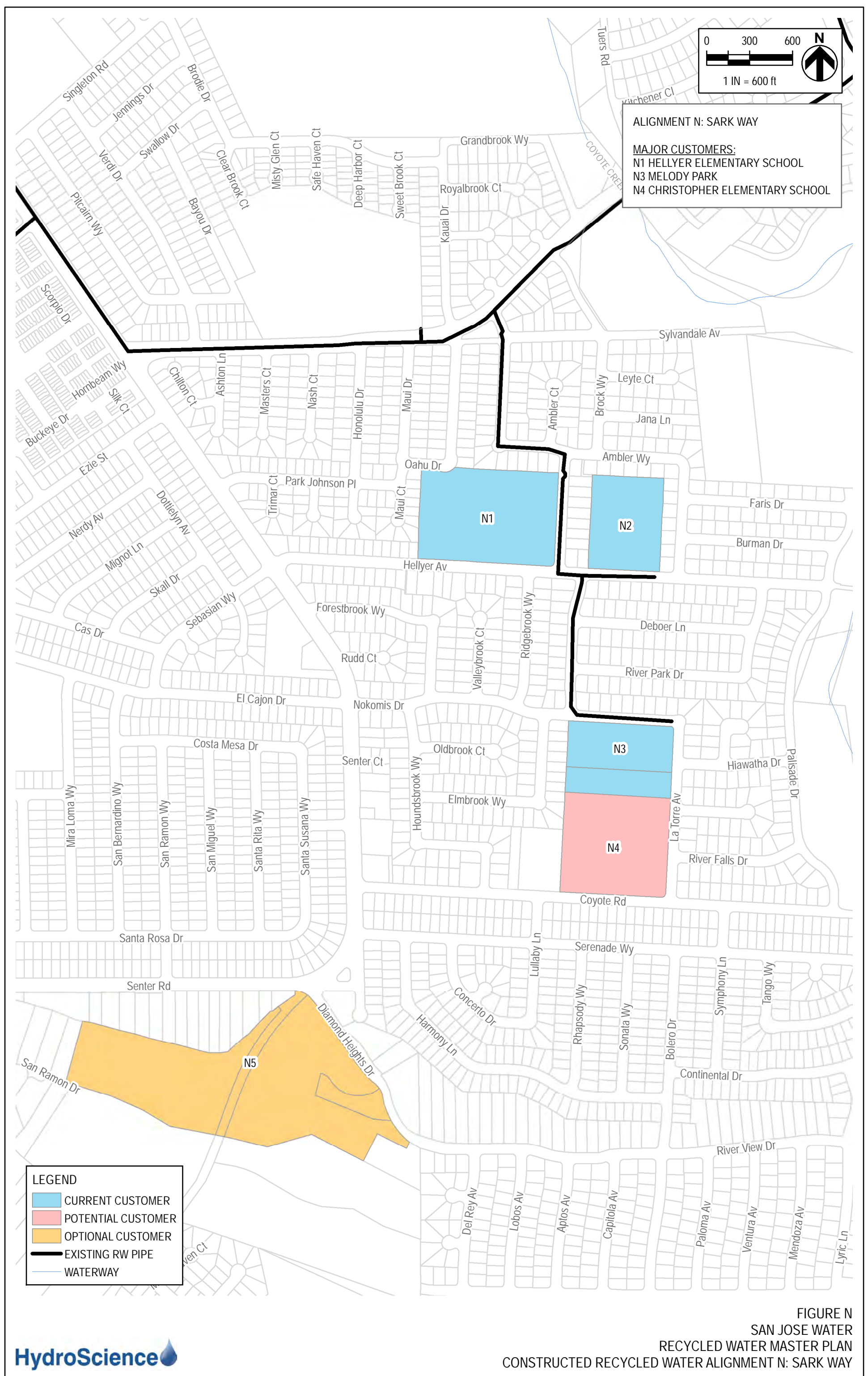
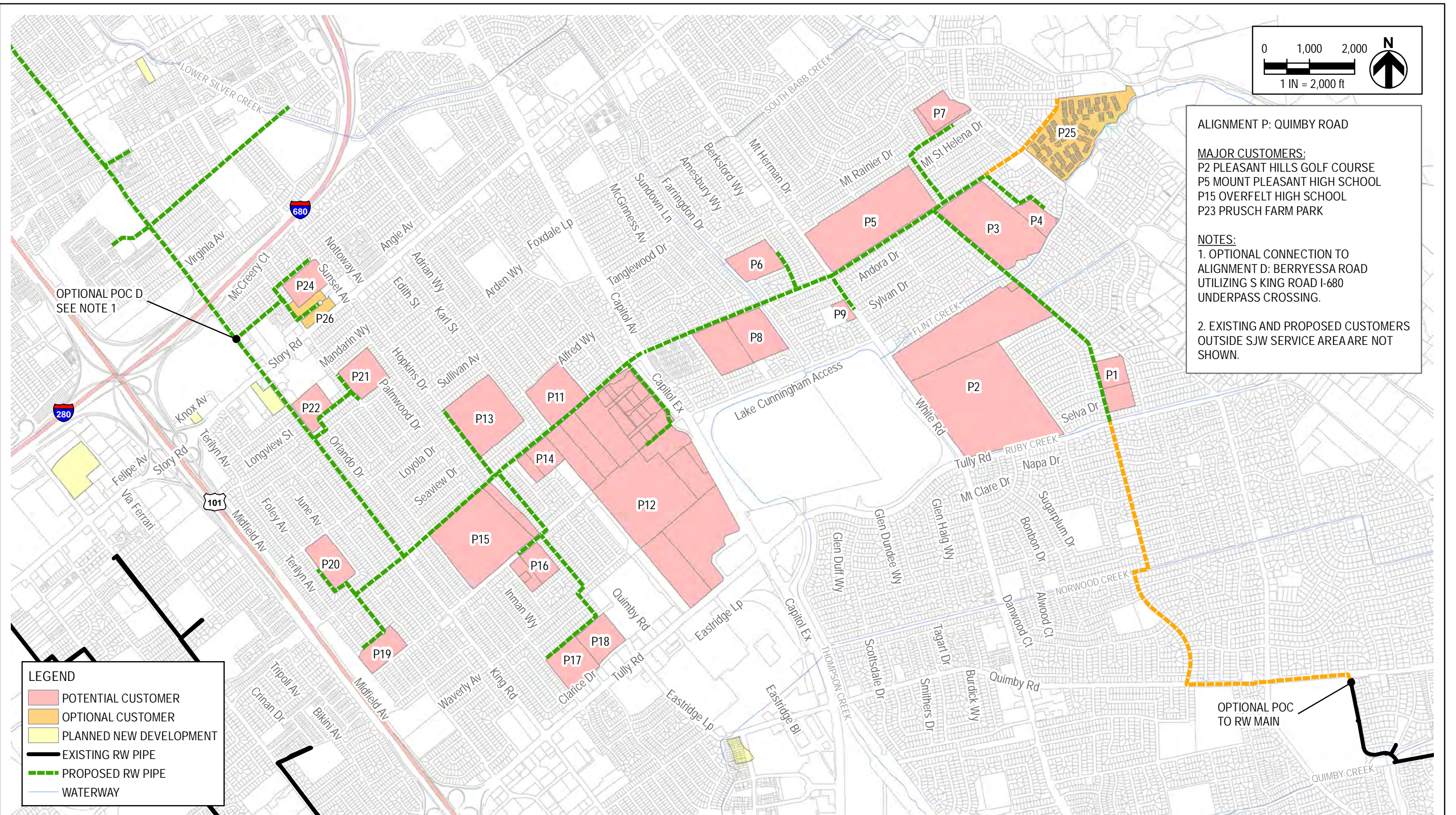


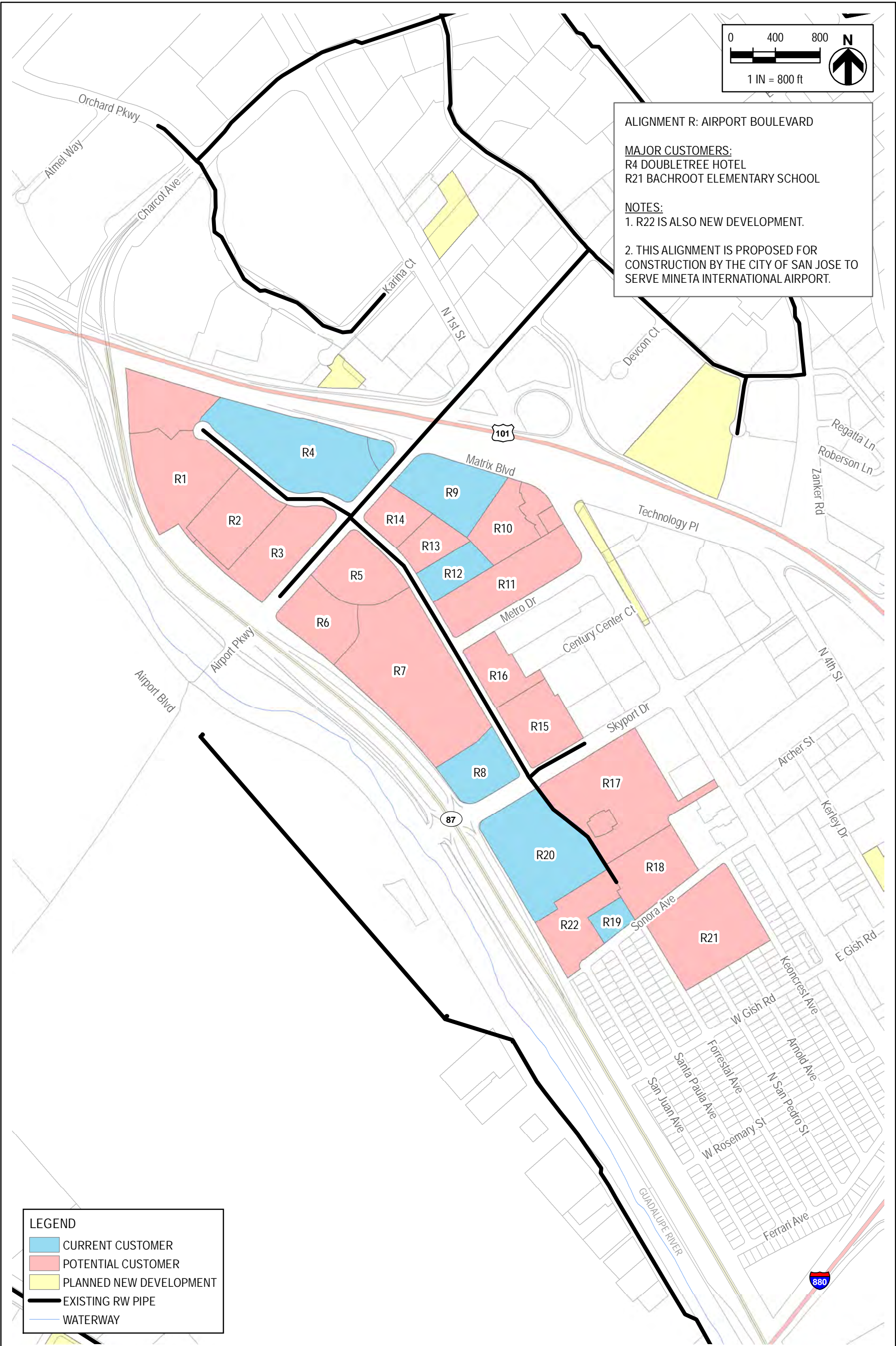
FIGURE K
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
POTENTIAL RECYCLED WATER ALIGNMENT K: WEST HEDDING STREET

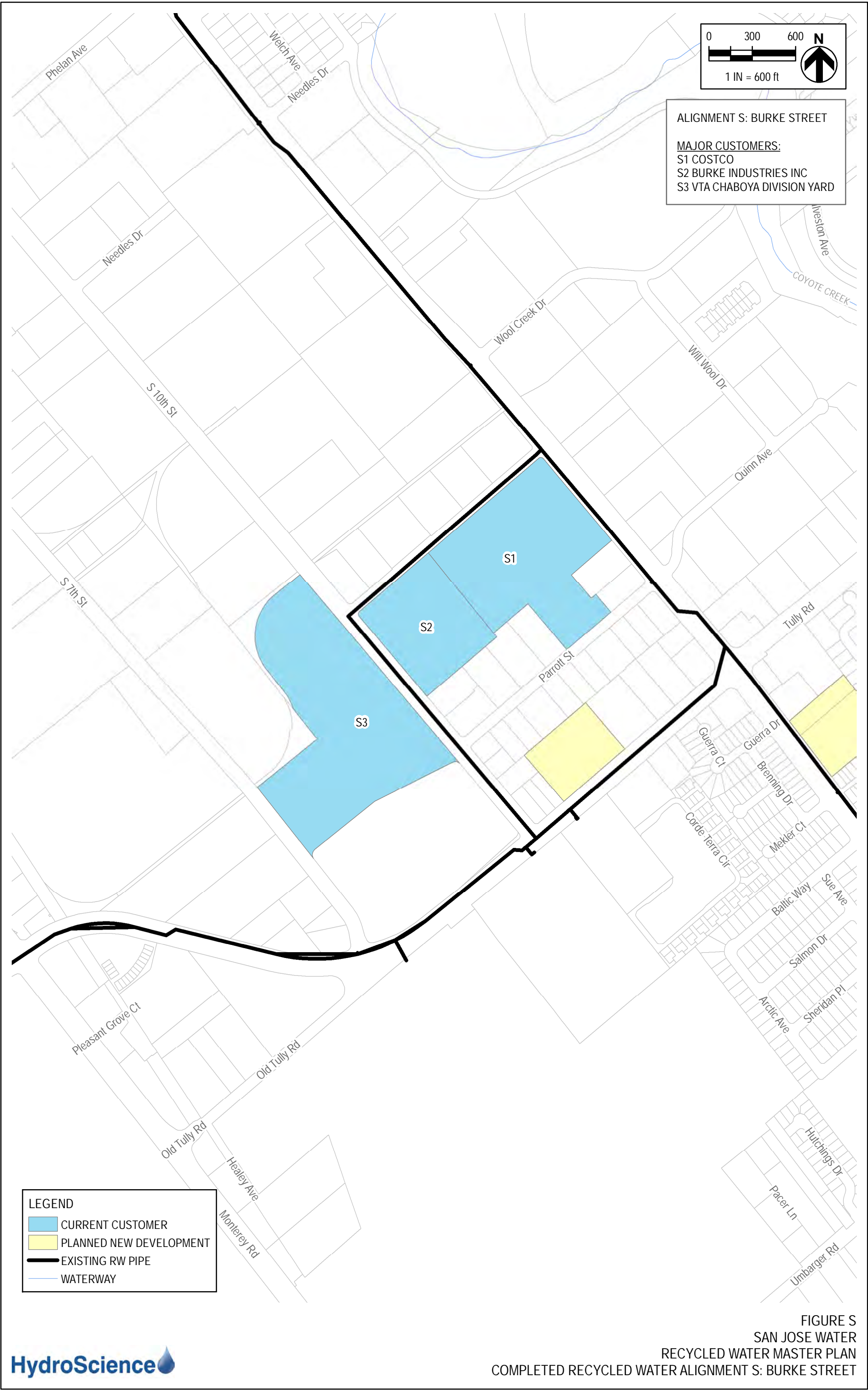












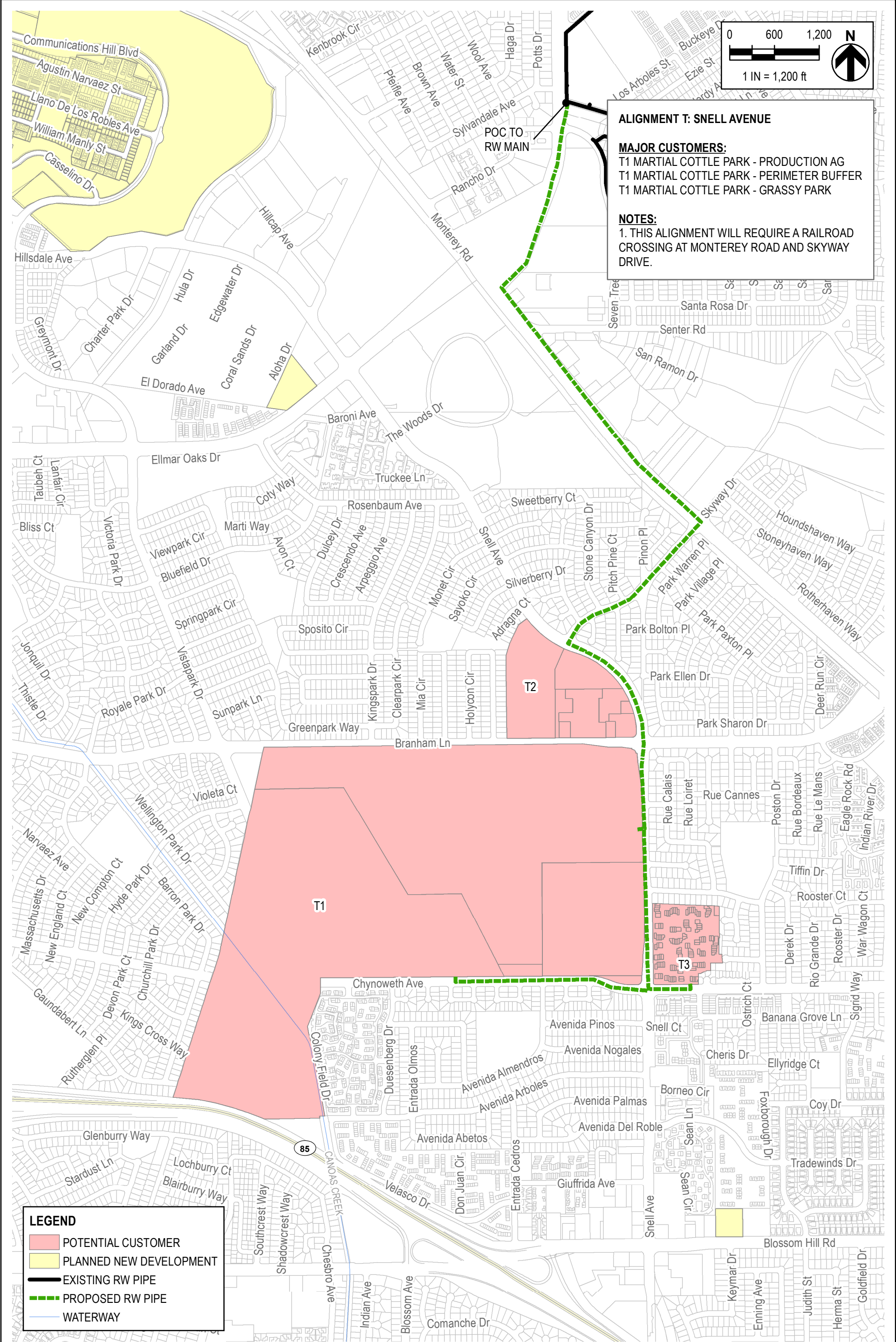


FIGURE T
SAN JOSE WATER
RECYCLED WATER MASTER PLAN
POTENTIAL RECYCLED WATER ALIGNMENT T: SNELL AVENUE

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APPENDIX B
San Jose Water
Recycled Water Master Plan – 2022 Update
Recycled Water Market Assessment

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Alignment A: Charcot Avenue

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
78	34	107.4	Total Sites					377.6		57.5	258.6	230,800.0	579,000.0	1,005.2
1		0.0	237-28-011	Commercial		2200 to 2300	Zanker Rd	11.8	15%	1.8	8.0	7,100	17,800	31
2	Yes	2.9	237-28-058, 059	Commercial	City Team Ministries	2302, 2304, and 2306	Zanker Rd	4.3	15%	0.7	2.9	2,600	6,500	11
3		0.0	237-28-044	Commercial		2308	Zanker Rd	3.5	15%	0.5	2.4	2,100	5,300	9
4		0.0	237-28-013	Commercial		2350	Zanker Rd	3.0	15%	0.5	2.1	1,800	4,500	8
5		0.0	237-28-037	Commercial		2360	Zanker Rd	4.0	15%	0.6	2.7	2,400	6,000	10
6	Yes	2.0	237-28-038	Commercial		2390	Zanker Rd	3.0	15%	0.4	2.0	1,800	4,500	8
7	Yes	3.2	237-28-049	Commercial		2450 to 2460	Zanker Rd	4.8	15%	0.7	3.2	2,900	7,300	13
8	Yes	1.6	237-22-090	Commercial	Valley Creative Center	235 to 245	Charcot Ave	2.3	15%	0.3	1.6	1,400	3,500	6
9	Yes	1.2	237-22-091	Commercial	Valley Creative Center	2235 and 2249	Zanker Rd	1.8	15%	0.3	1.2	1,100	2,800	5
10	Yes	1.4	237-22-092	Commercial	Valley Creative Center	2380 and 2390	Bering Dr	2.1	15%	0.3	1.4	1,300	3,300	6
11	Yes	3.9	237-22-076	Commercial	Bering-Zanker Business Park	2329 to 2333	Zanker Rd	5.7	15%	0.9	3.9	3,400	8,500	15
12		0.0	237-22-083	Commercial		2355	Zanker Rd	2.7	15%	0.4	1.8	1,600	4,000	7
13	Yes	2.6	237-22-082	Commercial	Zanker-Component Business Park	2375 to 2391	Zanker Rd	3.8	15%	0.6	2.6	2,300	5,800	10
14	Yes	5.4	237-22-081	Commercial	Prologis 1	2411 to 2465	Zanker Rd	8.0	15%	1.2	5.4	4,800	12,000	21
15	Yes	12.7	237-22-C01	Commercial	Silicon Valley Center	2540-2590	N 1st St	18.8	15%	2.8	12.7	11,300	28,300	49
16	Yes	3.7	237-22-061	Commercial	M.E. Fox & Company, Inc.	110-128	Component Dr	5.5	15%	0.8	3.7	3,300	8,300	14
17		0.0	237-22-066	Commercial		2460 and 2480	N 1st St	7.2	15%	1.1	4.9	4,400	11,000	19
18	Yes	1.3	237-22-095	Commercial	Valley Creative Center	225 and 231	Charcot Ave	2.0	15%	0.3	1.3	1,200	3,000	5
19	Yes	1.1	237-22-094	Commercial	Valley Creative Center	2340 to 2350	Bering Dr	1.7	15%	0.2	1.1	1,000	2,500	4
20	Yes	1.3	237-22-093	Commercial	Valley Creative Center	2360 and 2370	Bering Dr	1.9	15%	0.3	1.3	1,100	2,800	5
21	Yes	5.9	237-22-077	Commercial	Bering-Zanker Business Park	2305 to 2371	Bering Dr at Charcot	8.8	15%	1.3	5.9	5,300	13,300	23
22	Yes	6.3	237-22-078	Commercial	County Training/Conference Ctr	2310 and 2314	N 1st St at Charcot	9.3	15%	1.4	6.3	5,600	14,000	24
23		0.0	237-11-070	Commercial		2191/2199	Zanker Rd	2.7	15%	0.4	1.8	1,600	4,000	7
24		0.0	237-11-069	Commercial	PEERY/ARRILLAGA	150	Charcot Ave	2.8	15%	0.4	1.9	1,700	4,300	7
25		0.0	237-17-124	Commercial		138 and 142	Charcot at Bering	1.6	15%	0.2	1.1	1,000	2,500	4
26		0.0	237-17-123	Commercial		118	Charcot Ave	1.8	15%	0.3	1.2	1,100	2,800	5
27		0.0	237-17-142	Commercial		2290	N 1st St at Charcot	2.9	15%	0.4	2.0	1,800	4,500	8
28	Yes	2.4	237-29-012	Industrial	Prologis 2	2140-2156	Zanker Rd	5.4	10%	0.5	2.4	2,200	5,500	10
29	Yes	4.0	237-29-022	Industrial	Prologis 3	2118-2138, 2070-2082, and 2086-2110	Zanker Rd	9.0	10%	0.9	4.0	3,600	9,000	16
30	Yes	5.5	237-29-019	Industrial	Prologis 4	2012-2054	Zanker Rd	12.2	10%	1.2	5.5	4,900	12,300	21
31		0.0	237-09-104	Commercial		1920/1922	Zanker Rd	2.4	15%	0.4	1.6	1,500	3,800	7
32		0.0	237-09-105	Commercial		1940/1942	Zanker Rd	2.2	15%	0.3	1.5	1,300	3,300	6
33		0.0	237-09-106	Commercial		1960/1964	Zanker Rd	2.2	15%	0.3	1.5	1,300	3,300	6
34		0.0	237-09-107	Commercial		1980/1982	Zanker Rd	2.6	15%	0.4	1.8	1,600	4,000	7
35	Yes	2.8	23711073, 074	Commercial	GP Zanker	2121/2125	Zanker Rd	4.2	15%	0.6	2.8	2,500	6,300	11
36		0.0	237-11-053	Commercial		2075	Zanker Rd	4.2	15%	0.6	2.8	2,500	6,300	11
37	Yes	1.3	237-11-054	Commercial	March Development Co	2043/2047	Zanker Rd	1.9	15%	0.3	1.3	1,200	3,000	5
38	Yes	1.8	237-11-055	Commercial	March Development	271/291	E Brokaw Rd	2.6	15%	0.4	1.8	1,600	4,000	7
39		0.0	237-11-058	Commercial	MP PARTNERSHIP	111/151	E Brokaw Rd	4.1	15%	0.6	2.8	2,500	6,300	11
40	Yes	1.7	237-16-059	Commercial	Sanmina	227	Devcon Dr	2.5	15%	0.4	1.7	1,500	3,800	7
41	Yes	2.0	237-16-060	Commercial	Prologis 5	1841	Zanker Rd	3.0	15%	0.5	2.0	1,800	4,500	8
42	Yes	1.7	237-16-061	Commercial	Prologis 6	1800	Bering Dr	2.6	15%	0.4	1.7	1,600	4,000	7
43	Yes	1.9	237-16-062	Commercial	Millenia Vision/Vascular Architects	1828/1830	Bering Dr	2.9	15%	0.4	1.9	1,700	4,300	7
44	Yes	2.2	237-16-063	Commercial	San Jose Technology Prop LLC	214/220	Devcon Dr	3.2	15%	0.5	2.2	2,000	5,000	9
45	Yes	2.2	237-16-056	Commercial	Samsung Semiconductors	211/217	Devcon Dr	3.3	15%	0.5	2.2	2,000	5,000	9
46		0.0	237-16-057	Commercial	PFC HOLDINGS, INC.	148/150	E Brokaw Rd	3.2	15%	0.5	2.2	1,900	4,800	8
47	Yes	2.4	237-16-066	Commercial	Sonesta (Staybridge Suites)	1605	Crane Court	3.5	15%	0.5	2.4	2,100	5,300	9
48		0.0	237-16-069	Commercial	24hr Fitness, Caltrans	1610	Crane Court	5.8	15%	0.9	3.9	3,500	8,800	15
49		0.0	237-16-071	Commercial	Bay 101		Bering Dr	10.1	15%	1.5	6.8	6,100	15,300	27
49a		0.0	237-16-071	Commercial	Bay 101		Bering Dr	8.8	15%	1.3	5.9	5,300	13,300	23
50		0.0	237-17-091, 092	Commercial		97	E Brokaw Rd	2.9	15%	0.4	2.0	1,700	4,300	7
51		0.0	237-17-102	Commercial		2075	Bering Dr	2.3	15%	0.3	1.6	1,400	3,500	6

Alignment A: Charcot Avenue

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
52		0.0	237-17-101	Commercial		2081	Bering Dr	1.6	15%	0.2	1.0	900	2,300	4
53		0.0	237-17-099	Commercial		2109	Bering Dr	1.2	15%	0.2	0.8	700	1,800	3
54		0.0	237-17-157, 165	Commercial		2150	N 1st St	4.9	15%	0.7	3.3	2,900	7,300	13
55		0.0	237-17-156	Commercial		2151 to 2169	Bering Dr	1.4	15%	0.2	1.0	900	2,300	4
56		0.0	101-04-005	Commercial	ebay	2211	N 1st St	30.5	15%	6.8	30.5	27,200	68,000	118
57		0.0	101-03-003	Commercial	BEA Systems, Inc.	2315	N 1st St	10.1	15%	1.5	6.8	6,100	15,300	27
58		0.0	101-03-005	Commercial	Symmertricom, Inc.	2300	Orchard Parkway	5.8	15%	0.9	3.9	3,500	8,800	15
59	Yes	10.1	101-03-004	Commercial	Apple	2325	Orchard Parkway	14.9	15%	2.2	10.1	9,000	22,500	39
60		0.0	101-04-004	Commercial	ebay		Charcot at O'Nel	14.4	15%	2.2	9.7	8,700	21,800	38
61		0.0	101-04-007	Commercial	Atmel Corporation	2125	O'Nel Dr	4.7	15%	0.7	3.2	2,800	7,000	12
62		0.0	101-04-006	Commercial	Proxim Wireless Corporation	2115	O'Nel Dr	5.0	15%	0.7	3.4	3,000	7,500	13
63		0.0	101-05-001	Commercial	MODEL STUDIO THE	104/106	Karina Court	0.4	15%	0.1	0.3	200	500	1
64		0.0	101-05-002	Commercial			Karina Court	1.0	15%	0.2	0.7	600	1,500	3
65		0.0	101-05-003	Commercial	CB TOOL & SUPPLY INC	90	Karina Court	1.0	15%	0.2	0.7	600	1,500	3
66		0.0	101-05-004	Commercial	Bayshore Plaza	2107	N 1st St	3.6	15%	0.5	2.4	2,100	5,300	9
67		0.0	237-11-058	Commercial		111 to 151	E Brokaw Rd at Bering	1.5	15%	0.2	1.0	900	2,300	4
68	Yes	4.7	237-11-059	Commercial		2022 to 2068	Bering Dr	7.0	15%	1.1	4.7	4,200	10,500	18
69		0.0	237-11-C001, 237-11-072	Commercial	Pomfret Estates Inc.	2124	Bering Dr	3.7	15%	0.5	2.5	2,200	5,500	10
70	Yes	1.8	237-11-066	Commercial	Dollinger Properties	2140/2150	Bering Dr	2.7	15%	0.4	1.8	1,600	4,000	7
71	Yes	1.5	237-11-071	Commercial	Dollinger Properties	2180/2192	Bering Dr	2.3	15%	0.3	1.5	1,400	3,500	6
72		0.0	237-11-116	Commercial			Remuda Lane & Zanker Rd	0.7	15%	0.1	0.5	400	1,000	2
73	Yes	0.8	237-12-115	Commercial	WEMA, Inc.	1670	Zanker Rd	1.2	15%	0.2	0.8	700	1,800	3
75		0.0	237-16-074	Commercial			Bering Dr	8.2	15%	1.2	5.5	4,900	12,300	21
76		0.0	237-22-050	Commercial	DHL Solutions	450	E Trimble Rd	5.5	15%	0.8	3.7	3,300	8,300	14
77		0.0	237-28-048, 050	Commercial		535	535 Brennan St	1.5	15%	0.2	1.0	900	2,300	4
78		0.0	237-28-023, 024	Commercial	Spicemart	510	E Trimble Rd	8.0	15%	1.2	5.4	4,800	12,000	21

Alignment C: Oakland Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
126	57	341.2	Total Sites					930.8		144.8	651.0	581,200.0	1,456,200.0	2,528.1
1	Yes	9.7	241-17-001 to -009	Commercial	PS Business Park	1150	Murphy Ave	14.4	15%	2.2	9.7	8,700	21,800	38
2		0.0	237-03-061, -069	Commercial			E Brokaw Rd at Oakland Rd	8.2	15%	1.2	5.5	4,900	12,300	21
3		0.0	244-37-002 to-010, -015	Commercial	North Park Plaza	1702 to 1710	Old Oakland Rd	11.4	15%	1.7	7.7	6,900	17,300	30
4		0.0	244-21-052, -056, -060 244-37-009	HDR	Willow Lake	1331 to 1365	Murphy Ave	21.6	20%	4.3	19.4	17,400	43,500	76
5		0.0	244-28-C01 to C03	HDR			Oakl& Rd at Juneau Way	14.4	20%	2.9	13.0	11,600	29,000	50
6		0.0	244-35-C01	HDR	Rosewood Condominiums		McKay Dr & Ringwood Ave	9.7	20%	1.9	8.8	7,800	19,500	34
7	Yes	4.3	244-20-C01	Industrial	Business Park	1710-1726	Ringwood Ave	9.6	10%	1.0	4.3	3,900	9,800	17
8		0.0	244-20-043	HDR	Woodland Meadows	1715 to 1777	Murphy Ave	14.3	20%	2.9	12.9	11,500	28,800	50
9		0.0	244-49-C01 to -C09, 244-45-010 to -015, C03	HDR			McKay Dr at Ringwood	3.0	20%	0.6	2.7	2,400	6,000	10
10	Yes	4.2	244-45-016	Park	Gran Paradiso Park		McKay Dr	1.2	75%	0.9	4.2	3,700	9,300	16
11		0.0	244-45-C01 to C15, -017 to -028, -046-C001 to -C05	HDR			McKay Dr at Lundy	14.0	20%	2.8	12.6	11,200	28,000	49
12	Yes	3.0	244-20-006	Industrial	Equinix, MySQL, Inc., CGI AMS, Inc.	1735	Lundy Ave	6.8	10%	0.7	3.0	2,700	6,800	12
12.1	Yes	3.2	244-20-005	Commercial	Open lot	1703	Lundy Ave	4.8	15%	0.7	3.2	2,900	7,300	13
13		0.0	244-36-008 and -C08	HDR	Coyote Estates		Morning Star Dr & Murphy Ave	6.9	20%	1.4	6.2	5,500	13,800	24
14	Yes	7.0	244-21-039	HDR	Rincon de los Esteros	1776	Old Oakland Rd	7.7	20%	1.5	7.0	6,200	15,500	27
15		0.0	244-27-C01	HDR			Ringwood at Charishma Way	3.6	20%	0.7	3.2	2,900	7,300	13
16		0.0	244-19-033	Industrial	VLSI Technology, Inc.	1101	McKay Dr	3.4	10%	0.3	1.5	1,300	3,300	6
17	Yes	3.5	244-19-052	Industrial	Synaptics	1109, 1151, 1251	McKay Dr	7.8	10%	0.8	3.5	3,100	7,800	14
18	Yes	4.4	244-19-043, -044, -045	Industrial	Lundy Professional Center	1865, 1875, 1885	Lundy Ave	9.7	10%	1.0	4.4	3,900	9,800	17
19	Yes	8.4	244-19-012	Industrial	Lundy Business Complex	1911 to 1955	Lundy Ave	18.6	10%	1.9	8.4	7,500	18,800	33
20	Yes	2.4	244-19-019	Industrial	Business Park	1110 to 1120	Ringwood Court	5.3	10%	0.5	2.4	2,100	5,300	9
21	Yes	1.7	244-19-020	Industrial	Business Park	1130	Ringwood Court	3.8	10%	0.4	1.7	1,500	3,800	7
22A	Yes	4.5	244-19-021	Industrial	Silicon Valley Research Center	1140 to 1150	Ringwood Court	10.0	10%	1.0	4.5	4,000	10,000	17
23	Yes	3.7	244-19-030, -031	Industrial	Zoll (formerly Sanmina)	2000	Ringwood Court	8.2	10%	0.8	3.7	3,300	8,300	14
24		0.0	244-19-041	Industrial	Supracor, Medical Divison	2040 to 2060	Corporate Court	8.6	10%	0.9	3.8	3,400	8,500	15
25	Yes	1.2	244-19-048, 049, 24419C01	Industrial	Dollinger Properties-Ringwood Ventures	2030 to 2070	Ringwood Ave	2.6	10%	0.3	1.2	1,000	2,500	4
25A	Yes	0.8	244-19-035	Industrial	Dunn Corporate Center	2030 to 2070	Ringwood Ave	1.7	10%	0.2	0.8	700	1,800	3
26		0.0	244-19-039, -040	Industrial	Dunn Corporate Center	2030 to 2070	Ringwood Ave	3.4	10%	0.3	1.5	1,400	3,500	6
27	Yes	2.7	244-19-003, -004	Industrial	March Development	1940/1960	Concourse Dr	5.9	10%	0.6	2.7	2,400	6,000	10
28		0.0	244-19-006	Industrial	Excelsior Manufacturing, Inc., Altierre Corporation	1980 to 1998	Concourse Dr	3.9	10%	0.4	1.8	1,600	4,000	7
29		0.0	244-19-042	Industrial	MultiGen-Paradigm Corporation	2044	Concourse Dr	3.5	10%	0.4	1.6	1,400	3,500	6
30		0.0	244-19-008	Industrial	Transgenomic, Inc.	2030	Concourse Dr	3.5	10%	0.3	1.6	1,400	3,500	6
31	Yes	1.8	244-19-009	Industrial	California School Employees Association	2045	Lundy Ave	4.0	10%	0.4	1.8	1,600	4,000	7
32	Yes	1.6	244-43-009	Industrial	Venture Commerce Center	2200	Ringwood Ave	3.5	10%	0.4	1.6	1,400	3,500	6
33		0.0	244-18-011	Industrial	Wafer Reclaim Services, Inc., Silicon Valley Group	2240	Ringwood Ave	4.6	10%	0.5	2.1	1,800	4,500	8
34		0.0	244-18-012	Industrial	Fortune Technology Park	1710	Fortune Dr	4.8	10%	0.5	2.1	1,900	4,800	8
35	Yes	1.9	24418043, 044	Industrial	Dollinger Properties	1991	Concourse Dr,	4.1	10%	0.4	1.9	1,700	4,300	7
36	Yes	1.8	244-18-007	Industrial	Accutest	2105 to 2125	Lundy Ave	4.0	10%	0.4	1.8	1,600	4,000	7
37		0.0	244-18-006	Industrial	Peripheral Imaging Corporation	2241	Lundy Ave	3.7	10%	0.4	1.7	1,500	3,800	7
38	Yes	2.1	244-18-005 and -034	Industrial	LBA Realty	2090	Fortune Dr	4.6	10%	0.5	2.1	1,900	4,800	8
39	Yes	17.4	244-18-035, to -039, -041, 028, -030, -013	Commercial	Fortune Technology Park		Fortune Dr	25.8	15%	3.9	17.4	15,500	38,800	67
40	Yes	2.8	244-17-006	Industrial	Fortune Business Center	1701 to 1751	Fortune Dr	6.3	10%	0.6	2.8	2,500	6,300	11
41	Yes	1.7	244-17-009	Industrial	Micrel Semiconductor	1849	Fortune Dr	3.7	10%	0.4	1.7	1,500	3,800	7
42		0.0	244-17-013, -014	Industrial	Micrel Semiconductor	1931	Fortune Dr	10.1	10%	1.0	4.6	4,100	10,300	18
43		0.0	244-17-003	Commercial	Business Journal	2001	Fortune Dr	9.4	15%	1.4	6.3	5,700	14,300	25
44		0.0	244-17-002, -012	Industrial	Northern CA Universal Ent	2099	Fortune Dr	1.6	10%	0.2	0.7	600	1,500	3

Alignment C: Oakland Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
45		0.0	244-17-011	Industrial	International Business Park	2150	Trade Zone Blvd	1.9	10%	0.2	0.9	800	2,000	3
46	Yes	5.6	237-03-083, 084	Commercial	Brokaw Plaza	1075	E Brokaw Rd	8.3	15%	1.2	5.6	5,000	12,500	22
47		0.0	237-03-007, 024, 044, 064	Commercial	Oakland Rd Self Storage	1799	Oakland Rd	4.7	15%	0.7	3.2	2,900	7,300	13
48	Yes	6.7	237-03-039, 041	Commercial	Santa Clara County Board of Education	1290	Ridder Park Dr	9.9	15%	1.5	6.7	6,000	15,000	26
49	Yes	6.6	237-03-071	Commercial	LSI Corporation	1310 to 1320	Ridder Park Dr	9.8	15%	1.5	6.6	5,900	14,800	26
50	Yes	2.4	237-03-059	Commercial	Ridder Park Association	1360 to 1362	Ridder Park Dr	3.5	15%	0.5	2.4	2,100	5,300	9
51		0.0	237-03-066 to -068, -078 to -079	Commercial	Mentor Graphics	1001	Ridder Park Dr	13.6	15%	2.0	9.1	8,200	20,500	36
52	Yes	3.5	237-03-049, -077	Commercial	Super Micro Computer, Inc.	1797, 1781 to 1785	Fox Dr	5.1	15%	0.8	3.5	3,100	7,800	14
53		0.0	237-03-076	Commercial	Aspect Communications	1730	Fox Dr	5.1	15%	0.8	3.4	3,100	7,800	14
54		0.0	237-03-075, -057	Commercial	Teradyne, Inc., Super Micro Computer, Inc.	1321	Ridder Park Dr	2.9	15%	0.4	1.9	1,700	4,300	7
55	Yes	3.5	237-03-057	Commercial	Super Micro Computer, Inc.	880	Fox Lane	5.1	15%	0.8	3.5	3,100	7,800	14
56	Yes	1.8	237-03-036	Commercial	Resource Area For Teachers	1355	Ridder Park Dr	2.6	15%	0.4	1.8	1,600	4,000	7
57	Yes	4.1	237-15-189	Commercial	Immersion Corporation	801 to 821	Fox Lane	6.1	15%	0.9	4.1	3,700	9,300	16
58	Yes	4.4	237-15-188	Commercial	Itw Texwipe	871	Fox Lane	6.5	15%	1.0	4.4	3,900	9,800	17
59	Yes	30.9	237-15-201, -202	School	Orchard Elementary School	921	Fox Lane	15.3	45%	6.9	30.9	27,600	69,000	120
60		0.0	244-22-029	Industrial	Bell Microproducts	1941	Ringwood Ave	6.7	10%	0.7	3.0	2,700	6,800	12
61		0.0	244-22-027	Industrial	Microland Electronics	1883	Ringwood Ave	2.8	10%	0.3	1.2	1,100	2,800	5
62	Yes	2.4	244-22-024	Industrial	McNeal Enterprises, Inc., Modulus, Inc.	2031 to 2051	Ringwood Ave	5.4	10%	0.5	2.4	2,200	5,500	10
63		0.0	244-22-037 to -041, -C01	Industrial	Ringwood Industrial Center Condominiums	2071	Ringwood Ave	7.5	10%	0.8	3.4	3,000	7,500	13
64		0.0	244-22-033	HDR	Ringwood Industrial Center Condominiums		Vacant Land	7.6	20%	1.5	6.8	6,100	15,300	27
65		0.0	244-23-050	Commercial	Ringwood Business Park	2115 to 2123	Ringwood Ave	10.9	15%	1.6	7.4	6,600	16,500	29
66		0.0	244-23-047, -048, -011 to -014	Industrial	Real Action Paintball/T16 Tactical Systems, Peninsula Metal Fabrication, Traffic Specialist, MacBeath Hardwood Company, Friendly Wholesalers of CA	2215 to 2221	Ringwood Ave	10.7	10%	1.1	4.8	4,300	10,800	19
67		0.0	244-23-046	Industrial	Grainger Industrial Supply	2261	Ringwood Ave	5.6	10%	0.6	2.5	2,200	5,500	10
68	Yes	26.0	244-14-017	Commercial	United States Postal Service	1721 to 1753	Hostetter Rd	38.6	15%	5.8	26.0	23,200	58,000	101
69	Yes	33.5	244-14-002, -014 -015	Industrial	Costco	1709	Automation Parkway	74.5	10%	7.4	33.5	29,900	74,800	130
70		0.0	244-13-017	Industrial	2 Wire, Inc.	1704	Automation Parkway	5.6	10%	0.6	2.5	2,300	5,800	10
71		0.0	244-13-016	Industrial	Komag, Inc.	1710	Automation Parkway	12.6	10%	1.3	5.7	5,100	12,800	22
72	Yes	9.3	244-13-013, -021, - 022	Industrial	Berg & Berg	1750 to 1762, 1764 to 1768	Automation Parkway	20.7	10%	2.1	9.3	8,300	20,800	36
73		0.0	244-13-018	Industrial		1774	Automation Parkway	8.3	10%	0.8	3.7	3,300	8,300	14
74		0.0	244-15-022	Industrial	Lolon, Inc., Coherent, Inc.	1870	Lundy Ave	3.7	10%	0.4	1.6	1,500	3,800	7
75	Yes	1.4	244-15-002	Commercial	KICU TV 36	2102	Commerce Dr	2.1	15%	0.3	1.4	1,200	3,000	5
76	Yes	1.7	244-15-003	Industrial	BD Bioscience	2150	Commerce Dr	3.8	10%	0.4	1.7	1,500	3,800	7
77	Yes	3.6	244-15-020	Commercial	BD Bioscience	2222	Qume Dr	5.4	15%	0.8	3.6	3,200	8,000	14
78	Yes	10.1	244-15-029	Industrial	BD Bioscience	2350	Qume Dr	22.4	10%	2.2	10.1	9,000	22,500	39
80		0.0	244-15-009	Commercial		2360 to 2380	Qume Dr	7.4	15%	1.1	5.0	4,400	11,000	19
81		0.0	244-16A-XXX	HDR			Qume Dr & Fortune Dr	11.6	20%	2.3	10.4	9,300	23,300	40
82		0.0	244-15-012	Industrial	Bay Area Labels	1980	Lundy Ave	1.5	10%	0.1	0.7	600	1,500	3
83		0.0	244-15-013	Industrial	Bay Area Labels, Wave Wireless Corporation, P-Com, Inc.	1996	Lundy Ave	1.4	10%	0.1	0.6	500	1,300	2
84		0.0	244-15-023	Industrial	Advanced Vision Research, Inc.	2201	Qume Dr	2.8	10%	0.3	1.3	1,100	2,800	5
85	Yes	2.2	244-50-C01	Commercial	Lundy Plaza	2050	Concourse Dr	3.3	15%	0.5	2.2	2,000	5,000	9
86	Yes	2.2	244-50-C02	Commercial	Lundy Plaza Condo Phase II	2092	Concourse Dr	3.3	15%	0.5	2.2	2,000	5,000	9
87	Yes	1.9	244-18-026	Commercial	DeVry University	2160	Lundy Ave	2.8	15%	0.4	1.9	1,700	4,300	7
88		0.0	244-18-025	Industrial	Green Circuits, Ricoh Corporation	2361	Qume Dr	2.9	10%	0.3	1.3	1,100	2,800	5
89		0.0	244-18-023	Industrial	C&D Semiconductors	2210	Lundy Ave	2.0	10%	0.2	0.9	800	2,000	3

Alignment C: Oakland Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
90		0.0	244-18-021	Industrial	Telecruz Tech Nuko Info Systems Digital Storm Hanaps Enterprises, AMT International, L&T Precision Engineering, Inc., Florend	2391 to 2395	Qume Dr	2.0	10%	0.2	0.9	800	2,000	3
91		0.0	244-18-024	Industrial		2260	Lundy Ave	2.0	10%	0.2	0.9	800	2,000	3
92	Yes	0.8	244-18-015	Industrial	Micrel, Inc., TOC Author's, Dave Rand Novell Worldwide Sales & Marketing	2180	Fortune Dr	1.9	10%	0.2	0.8	800	2,000	3
93	Yes	1.8	244-18-031, -032	Industrial	Geometrics, Inc.	2190 to 2192	Fortune Dr	3.9	10%	0.4	1.8	1,600	4,000	7
94	Yes	0.9	244-16-031, -005	Industrial	TG Dynamics Group LLC Octant Communications, Inc.	2185	Fortune Dr	2.0	10%	0.2	0.9	800	2,000	3
95	Yes	0.9	244-16-015	Industrial	Wafernet, Inc.	2195	Fortune Dr	2.1	10%	0.2	0.9	800	2,000	3
96		0.0	244-16-014	Industrial	General Dynamics Satcom Tech, Vertexr Si, Initio Corporation	2205	Fortune Dr	2.0	10%	0.2	0.9	800	2,000	3
97		0.0	244-26-001 to -016	HDR		2211	Fortune Dr	2.4	20%	0.5	2.1	1,900	4,800	8
98		0.0	244-16-023	Industrial	Cenco Invest, LLC	2302	Trade Zone Blvd	3.7	10%	0.4	1.6	1,500	3,800	7
99	Yes	2.7	244-25-001 to -012	HDR	Trimble Condo Association	2260 to 2272	Trade Zone Blvd	3.0	20%	0.6	2.7	2,400	6,000	10
100		0.0	244-16-019, -020	Industrial	Circuit Connections, Advantel, Inc.	2310	Lundy Ave	4.2	10%	0.4	1.9	1,700	4,300	7
101		0.0	244-01-023	Commercial	Silicon Valley Data Center	2334	Lundy Place	6.4	15%	1.0	4.3	3,800	9,500	16
102		0.0	244-01-020	Commercial	Union Jobs Clearing House	2350	Lundy Place	4.3	15%	0.7	2.9	2,600	6,500	11
103		0.0	244-01-057	Industrial	MA Labs, Inc.	2075	N Capitol Ave	8.5	10%	0.9	3.8	3,400	8,500	15
104		0.0	244-01-018, -017	Commercial	San Jose Die Casting	2451, 2467, 2475	Autumnvale Dr	3.0	15%	0.5	2.0	1,800	4,500	8
105		0.0	244-01-C01	Commercial		2471	Autumnvale Dr	2.8	15%	0.4	1.9	1,700	4,300	7
106		0.0	244-48-012 to -115	HDR	Autumnvale HOA of San Jose Condominiums	2216	Beech Circle	5.4	20%	1.1	4.9	4,300	10,800	19
107		0.0	244-31-C01	HDR	Woodside Park Condominiums		Trade Zone Blvd & Alveswood Circle	3.7	20%	0.7	3.3	3,000	7,500	13
108		0.0	092-01-016	HDR	Elena Gardens Apartments	1902 to 1984	Lakewood Dr	6.9	20%	1.4	6.2	5,600	14,000	24
109	Yes	12.6	092-38-058	Park	Northwood Park		Autumn & St. John St	3.7	75%	2.8	12.6	11,200	28,000	49
110	Yes	19.1	092-03-001	School	Northwood Elementary School	2760	E Trimble Rd	9.4	45%	4.3	19.1	17,100	42,800	74
111	Yes	1.6	092-01-018	HDR	Lakewood Court Apartments	1953	Via Reggio Court	1.8	20%	0.4	1.6	1,400	3,500	6
112		0.0	092-01-020	Commercial	Cropley Center	1910	N Capitol Ave	1.7	15%	0.2	1.1	1,000	2,500	4
113		0.0	244-18-C01	HDR			Trade Zone at Autumnvale	1.8	20%	0.4	1.6	1,500	3,800	7
114	Yes	2.2	244-32-C01	HDR	Cherry Glen Condominiums		Cropley Ave & Jubilee Lane	2.4	20%	0.5	2.2	2,000	5,000	9
115		0.0	244-02-041	HDR	Trade Zone Village Apartments	1860 to 2465	Trade Zone Circle	3.6	20%	0.7	3.2	2,900	7,300	13
116	Yes	10.0	241-18-C01, C02	HDR	Shadow Wood Condominiums		Townsend Ave & Park Entrance Dr	11.1	20%	2.2	10.0	8,900	22,300	39
117	Yes	21.4	241-37-012, -013, -014	Park	Townsend Park		Townsend Park Circle	6.3	75%	4.8	21.4	19,100	47,800	83
118	Yes	7.8	241-37-005 to -011	HDR	Amberwood Apartments	1543	Ambergrove Lane	8.7	20%	1.7	7.8	7,000	17,500	30
119		0.0	241-31-C01	HDR	Silverado Green Condominiums		Townsend Park Circle at Araujo St	16.6	20%	3.3	15.0	13,400	33,500	58
121		0.0	245-44-010	Commercial		1579 to 1701	Frost Dr	7.8	15%	1.2	5.3	4,700	11,800	20
122		0.0		Industrial			Ringwood Ave and Trade Zone Blvd	3.1	10%	0.3	1.4	1,200	3,000	5
123		0.0		HDR			N Capitol Ave & Trade Zone Blvd	18.6	20%	3.7	16.7	14,900	37,300	65
132		0.0	244-33-C01, -C02	HDR	Tradan Springs Condominiums		Tradan Dr & Lagoon Way	4.0	20%	0.8	3.6	3,200	8,000	14
133		0.0	237-36-C01 to C12	HDR			Foxglove Pl	20.2	20%	4.0	18.2	16,200	40,500	70
136		0.0	589-01-042	HDR	The Verandas Apartments	1868	N Capitol Ave	3.8	20%	0.8	3.4	3,000	7,500	13
Optional Customers														
120			241-25-C01	HDR		1503 to 1645	Thornbriar Dr	6.5	20%	1.3	5.8	5,200	13,000	23
124		0	237-03-027	Commercial	Quest Discovery Services	981	Ridder Park Dr	1.0	15%	0.2	0.7	600	1,500	0
125		0	237-03-026	Commercial	Mentor Graphics	880	Ridder Park Dr	5.7	15%	0.9	3.8	3,400	8,500	15
126		0	237-03-061	Commercial	County of Santa Clara Department of Child Support Services	1040	E Brokaw Rd	5.5	15%	0.8	3.7	3,300	8,300	14
127		0	245-16-047 and -002	Park	Flickinger Park	1500	Flickinger Ave	14.4	75%	10.8	48.6	43,400	108,500	188

Alignment C: Oakland Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
128		0	244-03-044 to -084	HDR	Brooktree Square Condominiums	1715	Flickinger Ct.	2.6	20%	0.5	2.4	2,100	5,300	9
129		0	244-04-021	Park	Brooktree Park		Flickinger & Fallingtree	5.6	75%	4.2	19.0	17,000	42,500	74
130		0	244-04-020	School	Brooktree Elementary School	1781	Olivetree Dr	8.6	45%	3.9	17.3	15,500	38,800	67
131		0	245-13-C01	HDR	Wyndham Oaks Condominiums		Four Oaks Circle	7.2	20%	1.4	6.5	5,800	14,500	25
134		0	244-22-047 244-22-066 to 069	Commercial			Old Oakland Rd	13.8	15%	2.1	9.3	8,300	20,800	36
135		0	237-24- 029 to 081 237-25-015 to -114	HDR			Old Oakland Rd	7.2	20%	1.4	6.5	5,800	14,500	25

Alignment D: Berryessa Road (Phase 1+2)

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
26	16	454.1	Total Sites					347.9		119.0	535.3	478,000	1,195,600	2,076
D1A	Yes	72.6	254-17-110, 011	Commercial	Berryessa Bart Station	1620	Berryessa Rd	21.8	30%	16.1	72.6	64,800	162,000	281
2		0.0	254-14-108 to -114	Commercial	North Valley Plaza	1710/1712	Berryessa Rd	3.7	15%	0.5	2.5	2,200	5,500	10
2A	Yes	0.4	254-14-112	Commercial	North Valley Plaza	1670 to 1694	Berryessa Rd	0.6	15%	0.1	0.4	300	800	1
3	Yes	2.3	245-42-029, -030	Commercial	Berryessa Center	1725 to 1745	Berryessa Rd	3.4	15%	0.5	2.3	2,000	5,000	9
4		0.0	245-45-C02, C01	HDR	The Tiffany Place		Erinbrook Place	3.9	20%	0.8	3.5	3,100	7,800	14
5	Yes	1.4	245-38-C01	HDR	WOODLANDS HOA 1	1105-1146	Whirlow Pl	1.6	20%	0.3	1.4	1,300	3,300	6
6	Yes	22.9	245-35-C01	HDR	WOODLANDS HOA 2		Vinci Park Way at Ribisi Ct	25.5	20%	5.1	22.9	20,500	51,300	89
7	Yes	19.4	245-40-035	School	Vinci Park Elementary School	1311	Vinci Park Way	9.6	45%	4.3	19.4	17,300	43,300	75
8	Yes	7.8	245-40-034	Park	Vinci Park		Vinci Park Way & Hikido Dr	2.3	75%	1.7	7.8	7,000	17,500	30
9		0.0	254-14-064	Commercial	Kingberry Center	964 to 998	Lundy Ave	2.4	15%	0.4	1.6	1,400	3,500	6
10	Yes	3.6	254-14-116, -119	HDR	Betty Ann Gardens	945	Lundy Ave	4.0	20%	0.8	3.6	3,200	8,000	14
10A	Yes	0.6	254-14-109	HDR	Casa De Los Amigos	967	Lundy Ave	0.7	20%	0.1	0.6	600	1,500	3
11		0.0	254-17-096	HDR		899	North King Rd	3.2	20%	0.6	2.9	2,600	6,500	11
12		0.0	254-19-041	HDR		750	North King Rd	7.6	20%	1.5	6.8	6,100	15,300	27
16	Yes	192.4	254-05-050, -043, -046, -048, -049	School	Independence High School	1776	Educational Park Dr	95.1	45%	42.8	192.4	171,700	429,300	745
17	Yes	10.3	254-08-046	School	Independence Adult Center	625	Educational Park Dr	5.1	45%	2.3	10.3	9,200	23,000	40
18	Yes	84.2	254-08-009, -056	Park	Overfelt Gardens		Educational Park Dr & McKee Rd	37.4	50%	18.7	84.2	75,200	188,000	326
19		0.0	481-05-036	HDR		2050	McKee Rd at Verde Dr	4.8	20%	1.0	4.3	3,900	9,800	17
20		0.0	481-49-C01 to 54-C01	HDR			Verde Dr at Avenida de Cobre	36.7	20%	7.3	33.0	29,400	73,500	128
21		0.0	481-05-039, -035, -040, -041	Commercial	Regional Medical Center of San Jose	225	North Jackson Ave	33.4	15%	5.0	22.5	20,100	50,300	87
23		0.0	484-55-C01	HDR			Falk Ct	3.3	20%	0.7	2.9	2,600	6,500	11
24		0.0	484-06-011	Commercial		150	N Jackson Ave	1.9	15%	0.3	1.3	1,100	2,800	5
25	Yes	1.9	481-67-C01	HDR	Alexian Square Condos	2240 to 2284	Alexian Dr	2.1	20%	0.4	1.9	1,700	4,300	7
26	Yes	3.4	481-55-C01	HDR	Bernal Grove HOA	94 to106	Jose Figures Ave	3.8	20%	0.8	3.4	3,000	7,500	13
27	Yes	18.2	254-08-027	HDR	El Rancho Verde Apartment Homes	300 to 348	Checkers Dr at Mckee	20.3	20%	4.1	18.2	16,300	40,800	71
28	Yes	12.7	254-09-133	HDR	El Rancho Verde Apartment Homes	303 to 345	Checkers Dr at Mckee	14.2	20%	2.8	12.7	11,400	28,500	49
Optional Customers														
22		0	254-35-C01	HDR			Rinehart Dr at Caribe Way	2.3	20%	0.5	2.1	1,800	4,500	8
39		0	484-02-059. 060, 48459001	HDR	Aviara Apartments	2388	Madden Ave	2.3	20%	0.5	2.1	1,800	4,500	8
41		0	25412004, -010,-011	HDR			Marburg Way & N 33rd St	6.0	20%	1.2	5.4	4,800	12,000	21
44		0	254-14-113	New Development	Berryessa Flea Market (New Development)	12290	Berryessa Rd	53.8	30%	16.1	72.6	64,800	162,000	281

Alignment D: Berryessa Road (Phase 3)

Phase 3												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
11	Total Sites					151.4		97.9	440.4	393,200	983,100	1,706.8
30	481-04-006	Park	Plata Arroyo Park	234	North King Rd	6.8	75%	5.1	23.0	20,500	51,300	89
31	481-18-059, -060	Commercial	Mexican Cultural Heritage Center	1700	Alum Rock at S King	5.2	15%	0.8	3.5	3,200	8,000	14
32	481-17-018	School	San Antonio Elementary School	1855	E San Antonio St	8.2	45%	3.7	16.5	14,800	37,000	64
33	481-46-019	Golf Course	Rancho Del Pueblo Golf Course	1649	Hermocilla Way	30.7	80%	24.6	110.4	98,600	246,500	428
34	481-46-016	Park	Zolezzi Park		King Rd. & Hermocilla Wy	1.7	75%	1.3	5.7	5,100	12,800	22
34	481-16-021	HDR	Villa Hermose	1640	Hermocilla Way	2.2	20%	0.4	2.0	1,800	4,500	8
35	481-29-040	School	Adelante Elementary School	2000	Kammerer Ave	14.1	45%	6.4	28.6	25,600	64,000	111
36	481-24-035, -049	Park	Mayfair Park	290	S Sunset Ave	7.7	75%	5.8	26.0	23,200	58,000	101
37	481-31-001	School	Lee Mathson Middle School	2050	Kammerer Ave	20.3	45%	9.1	41.0	36,600	91,500	159
38	481-39-024	Park	Police Athletic Leauge Park	680	S 34th St	14.2	75%	10.7	48.0	42,800	107,000	186
43	48139025, 026 48139013	Park	P23/Prusch Farm Park	647 King Rd	King Rd.	40.2	75%	30.2	135.6	121,000	302,500	525

Alignment E: Mabury Road

Total of All Phases

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
32	Total Sites					577.7		294.0	1,324.6	1,182,300.0	2,879,800.0	5,329

Phase 1

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
10	Total Sites					233.5		122	550	490,900	1,227,500	2,266
23	599-43-038	School	Millard McCollam Elementary School	3311	Lucian Ave	9.7	45%	4.4	19.6	17,500	43,800	81
24	599-38-038	HDR	Country Club Villa Apartments	3246	Cortese Circle	17.7	20%	3.5	16.0	14,200	35,500	66
25	599-32-002	Golf Course	San Jose Country Club	15571	Alum Rock Avenue (on Toyon)	98.9	80%	79.1	356.5	318,300	795,800	1,476
26	592-01-024	School	East Side Union High School District	830	N. Capitol Avenue	26.3	45%	11.8	53.3	47,600	119,000	221
27	592-19-001	School	Ben Painter Elementary School	500	Rough and Ready Road	(See 27A for combined totals)						
27A	592-19-001	School	William Sheppard Middle School	480	Rough and Ready Road	28.1	45%	12.6	57.0	50,900	127,300	236
28	254-59-001, 32 254-60-001, 45 254-61-001, 40	HDR	Woodleaf Communities	2469	Clear Spring Ct	9.1	20%	1.8	8.2	7,300	18,300	34
37	254-23-C01	HDR			Mabury at Jackson	10.7	20%	2.1	9.6	8,600	21,500	37
38	254-27-C01	HDR			Jackson at Mossdale	27.0	20%	5.4	24.3	21,700	54,300	94
39	254-28-C01	HDR			Mossdale at Sapwood	6.0	20%	1.2	5.4	4,800	12,000	21

Phase 2

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
10	Total Sites					132.0		77	347	309,900	775,000	1,437
6	591-13-021, -022	School	Victor Elementary School	3150	Sierra Rd	9.7	45%	4.4	19.7	17,600	44,000	82
7	591-17-001	School	Piedmont Middle School	955	Piedmont Rd	21.5	45%	9.7	43.6	38,900	97,300	180
8	591-17-020, -014, -018, -18-013, -001, -010	Park	Penitencia Creek County Park		Berryessa Rd at Adams Dr	49.0	75%	36.8	165.6	147,800	369,500	685
9	591-18-014, -015	School	Summerdale Elementary School	1100	Summerdale Elementary School	9.5	45%	4.3	19.3	17,200	43,000	80
10	595-02-009	Park	Noble Park		Noble Ave at Collette Dr	8.9	75%	6.7	30.1	26,900	67,300	125
11	595-02-036	School	Noble Elementary School	3466	Grossmont Dr	10.8	45%	4.9	21.9	19,500	48,800	90
19	595-37-073, 143	HDR	Piedmont Manor HOA	3620	Ivalynn Circle	4.5	20%	0.9	4.1	3,600	9,000	17
20	595-29-044	HDR	Quail Hills Apartments	1260	Piedmont Road	1.8	20%	0.4	1.6	1,400	3,500	6
21	599-10-031	School	Toyon Elementary School	995	Bard Street	10.1	45%	4.5	20.5	18,300	45,800	85
22	599-46-004		Cimarron Park	-	Orange Street	6.2	75%	4.7	21.0	18,700	46,800	87

Phase 3

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
6	Total Sites					128.9		71	320	285,900	657,500	1,219
2	589-09-016, -017, 018	Park	Cataldi Park		Morrill Ave at Cataldi Dr.	32.6	75%	24.5	110.2	98,300	226,100	419
3	587-02-012, 587-03-001	School	Sierramont Middle School	3155	Kimlee Dr	20.3	45%	9.1	41.1	36,700	84,400	156
4	587-16-031	School	Ruskin Elementary School	1401	Turlock	11.6	45%	5.2	23.5	21,000	48,300	90
5	587-10-001	School	Piedmont Hills High School	1377	Piedmont Rd	45.2	45%	20.3	91.7	81,800	188,100	349
29	586-20-036	Park	Berryessa Creek Park	3208	Isadora Dr	11.0	75%	8.3	37.3	33,300	76,600	142
30	586-06-007	School	Majestic Way Elementary School	1855	Majestic Way	8.2	45%	3.7	16.6	14,800	34,000	63

Alignment E: Mabury Road

Phase 4												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
6	Total Sites					83.3		23.8				
31	586-01-031	Church		3110	Cropley Ave	4.2	25%	1.0	4.7	4,200	9,700	18
32	092-17-036	School	Morrill Middle School/Berryessa Youth Center YMCA	1970	Morrill Ave	20.8	45%	9.3	42.1	37,600	86,500	160
33	58602001 to 062 58635001 to 072 58634001 to 061 58603001 to 050 58636001 to 038	HRD			Messina Dr	22.5	20%	4.5	20.3	18,100	41,600	77
34	092-19-011	School	Laneview Elementary School	2095	Warmwood Ln	10.0	45%	4.5	20.2	18,100	41,600	77
35	092-09-001,002, 008 to 014	Commercial	Northwood Square		Northwood Square, Morrill Ave	16.2	15%	2.4	11.0	9,800	22,500	42
36	092-39-C01 092-40-C01	HRD			Amberwood Ln	9.7	20%	1.9	8.7	7,800	17,900	33
Optional Customers												
13	589-29-001	HDR	Somerset Park		Morrill Ave at lone Dr	9.5	20%	1.9	8.6	7,700	19,300	34
14	589-19-041, -043	School	Cherrywood Elementary School	2550	Greengate Dr	9.7	45%	4.4	19.7	17,600	44,000	76
15	245-04-078	HDR			Capitol Ave at Battaglia Cir	8.1	20%	1.6	7.3	6,500	16,300	28
16	591-28-003 to -011	Commercial	Berryessa Hills Shopping Center		Berryessa Rd at Capitol Ave	7.1	15%	1.1	4.8	4,300	10,800	19
17	254-66-001, -002, 29-019	HDR			Capitol Ave at Moorbrook Ave	4.1	20%	0.8	3.7	3,300	8,300	14
18	254-62-001	HDR			Capitol Ave j/s Moorbrook Ave	9.4	20%	1.9	8.5	7,600	19,000	33

Alignment G: East William Street

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
5	5	133.3						52.7		29.6	133.3	119,000	297,700	517
1	Yes	57.7	472-32-011, -012	Park	Selma Olinder Park		Woodborough Drive	17.1	75%	12.8	57.7	51,500	128,800	224
2	Yes	21.1	472-33-007, -010	School	Olinder Elementary School	890	E William Street	10.4	45%	4.7	21.1	18,800	47,000	82
3	Yes	6.2	472-48-C0A	HDR	Autumn Terrace at William HOA		S 22nd Street	6.9	20%	1.4	6.2	5,500	13,800	24
4	Yes	20.0	472-01-022	School	McKinley Elementary School	651	Macredes Ave	9.9	45%	4.5	20.0	17,900	44,800	78
5	Yes	28.3	472-01-007, -023, -024	Park	Martin Park		S 22nd Street	8.4	75%	6.3	28.3	25,300	63,300	110

Alignment H: Tully Road

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
20	16	365.2	Total Sites					235.3		92.5	416.1	371,700	929,500	1,614
1	Yes	89.4	499-23-007, 497-42-026	Park	Tully Community Ballfields		Sherlock Drive	26.5	75%	19.9	89.4	79,800	199,500	346
2	Yes	0.4	499-23-008	Commercial	Tully Community Library	880	Tully Road	0.7	15%	0.1	0.4	400	1,000	2
3	Yes	22.9	477-61-001 to 112, 477-63-001 to 076, 477-64-001 to 112	HDR	Coyote Creek Condominiums		Summerside Drive, Warfield Way	25.5	20%	5.1	22.9	20,500	51,300	89
4	Yes	19.9	499-23-003, 004	School	Stonegate Elementary School		Sherlock Drive	9.8	45%	4.4	19.9	17,800	44,500	77
4A	Yes	27.5	499-23-005, 006	Park	Stonegate Park		Sherlock Drive	8.1	75%	6.1	27.5	24,500	61,300	106
5	Yes	10.1	477-78-C01	HDR	Greentree Condominiums	995	Tully Road	11.2	20%	2.2	10.1	9,000	22,500	39
6		0.0	477-19-039	HDR		1050	Summerside Drive	22.1	20%	4.4	19.9	17,800	44,500	77
7		0.0	477-19-046	HDR		2079 & 2085	McLaughlin Avenue	4.0	20%	0.8	3.6	3,200	8,000	14
8	Yes	11.6	477-69-C01, -C04	HDR	Summerton Condominiums			12.9	20%	2.6	11.6	10,400	26,000	45
9	Yes	17.7	47759047	School	Meadows Elementary School	1250	Taper Lane	8.7	45%	3.9	17.7	15,800	39,500	69
10	Yes	74.1	477-20-043, -072	School	Yerba Buena High School	1855	Lucretia Avenue	36.6	45%	16.5	74.1	66,100	165,300	287
11	Yes	4.5	477-44-025	HDR	Don De Dios Apartments	987	Fair Avenue	5.0	20%	1.0	4.5	4,000	10,000	17
12	Yes	19.2	477-44-026	School	Kennedy Elementary School	1605	Lucretia Avenue	9.5	45%	4.3	19.2	17,200	43,000	75
13	Yes	32.9	477-57-035	School	J.W. Fair Middle School	1702	McLaughlin Ave	16.3	45%	7.3	32.9	29,400	73,500	128
15	Yes	20.7	477-31-050	School	Santee Elementary School	1215 to 1313	Audubon Drive	10.2	45%	4.6	20.7	18,500	46,300	80
16		0.0	477-46-054	School	Christian Community Academy	1407 to 1523	McLaughlin Avenue	10.8	45%	4.9	21.8	19,500	48,800	85
18	Yes	6.9	477-47-004, 028	Park	McLaughlin Park		Clemence Ave. & McLaughlin	2.1	75%	1.5	6.9	6,200	15,500	27
19	Yes	5.0	477-54-039, -040	HDR	Villa Solera Family Apartment	1385	Lucretia Avenue	5.5	20%	1.1	5.0	4,400	11,000	19
20	Yes	2.4	477-19-071, -072	Commercial	Vietnamese American Community Center/ George Shirakawa Sr. Center	2072	Lucretia Avenue	3.6	15%	0.5	2.4	2,200	5,500	10
21		0.0	477-18-C01	HDR	Deer Field HOA		Deer Meadow Ct	6.2	20%	1.2	5.6	5,000	12,500	22
Optional Customers														
14			477-17-019	Park			Bacchus Drive	4.6	75%	3.4	15.4	13,700	34,300	60
17			477-28-141	HDR		1300 to 1326	Santee Drive	10.7	20%	2.1	9.6	8,600	21,500	37
22			477-43-047	Park	Turtle Rock Park		Boa Vista Drive	0.8	75%	0.6	2.9	2,600	6,500	11
23			477-65-001 to 110	HDR	Santee Condominiums	1353	McQuesten Drive	6.4	20%	1.3	5.8	5,200	13,000	23
24			477-68-001 to 112	HDR	Fairwood Park Condominiums	2454	Balme Drive	2.2	20%	0.4	2.0	1,800	4,500	8
25			499-33-027	HDR		2887	McLaughlin Avenue	3.9	20%	0.8	3.5	3,200	8,000	14
26			499-05-014, 499-07-001, -31-050	Park	Windmill Springs Park		Baysmill & Umbager	8.1	75%	6.0	27.2	24,300	60,800	106
27			499-05-015	School	Windmill Springs Elementary School		Baysmill Court	8.2	45%	3.7	16.5	14,800	37,000	64
28			477-39-001 to 050	HDR	Bellhurst Townhouses		Bellhurst Avenue	1.6	20%	0.3	1.4	1,200	3,000	5

Alignment I: Dolores Avenue

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
3	Total Sites					105.5		19.1	85.9	76,600	191,600	333
1	274-43-035 to -077	Commercial	Valley Fair Mall	2801	Stevens Creek Boulevard	72.3	15%	10.8	48.8	43,500	108,800	189
2	Various	Mixed Use	Santana Row		Santana Row	26.7	20%	5.3	24.0	21,400	53,500	93
3	274-43-001	School	Cory Elementary School	2280	Kenwood Ave	6.5	45%	2.9	13.2	11,700	29,300	51

Alignment J: Saratoga Avenue

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
30	Total Sites					126.5		26.5	119.1	106,300	266,600	463
1	303-25-053	HDR		440	Saratoga Avenue	2.2	20%	0.4	2.0	1,800	4,500	8
2	303-25-057	HDR		446 to 470	Saratoga Avenue	8.9	20%	1.8	8.0	7,200	18,000	31
3	303-25-001, -005	School	Harker School (Main Campus)	500	Saratoga Avenue	15.5	45%	7.0	31.4	28,000	70,000	122
4	303-25-052	Commercial	Go Go Skateboarding Lessons	400	Saratoga Avenue	10.1	15%	1.5	6.8	6,100	15,300	27
5	303-26-055, -056	HDR	ASHTON PLACE		Northlake & Kiely	2.3	20%	0.5	2.1	1,900	4,800	8
6	303-26-027	HDR		397	Boynton Ave	3.1	20%	0.6	2.8	2,500	6,300	11
7	303-28-065	HDR	JRB PROPERTIES	394	Boynton Ave	1.6	20%	0.3	1.4	1,300	3,300	6
8	303-28-069, -068, 067	HDR	SYCAMORE PARK APARTMENTS	398	Boynton Ave	1.9	20%	0.4	1.7	1,500	3,800	7
9	303-28-052	HDR	THE TERRACE APARTMENTS	3615	Greenlee Drive	3.3	20%	0.7	3.0	2,600	6,500	11
9A	303-28-060	HDR	Boynton Brooks Apt	3571 to 3591	Greenlee Drive	(See 9A for combined totals)						
10	303-28-036, -059	Commercial	Boynton Brooks Apt	456	Boynton Ave	1.3	15%	0.2	0.9	800	2,000	3
11	303-28-050, -051	Commercial	ORLEANS APARTMENTS	470	Boynton Ave	1.7	15%	0.3	1.1	1,000	2,500	4
12	303-28-017, -049, -052	Commercial		492	Boynton Ave	1.9	15%	0.3	1.3	1,100	2,800	5
13	303-28-016	HDR	PACIFIC TERRACE WEST APTS	498	Boynton Ave	1.5	20%	0.3	1.3	1,200	3,000	5
14	303-51-C01	Commercial			Boynton Ave	0.9	15%	0.1	0.6	500	1,300	2
15	303-26-029	HDR	KINGDOM HALL OF JEHOVAH'S	355	Boynton Ave	0.9	20%	0.2	0.8	700	1,800	3
16	303-47-C01	HDR			Northlake Drive	2.4	20%	0.5	2.1	1,900	4,800	8
17	296-40-011	Commercial		441 to 491	Saratoga Avenue	5.1	15%	0.8	3.5	3,100	7,800	14
18	296-40-004	HDR	Park Kiely (Former Ashton Place)	345 to 353	Kiely Boulevard	9.6	20%	1.9	8.7	7,700	19,300	34
19	296-40-005	HDR	Park Kiely (Former Ashton Place)	4201 to 4301	Norwalk Drive	14.6	20%	2.9	13.2	11,700	29,300	51
20	296-40-003	HDR	Park Kiely (Former Ashton Place)	4280 to 4337	Albany Drive	7.9	20%	1.6	7.1	6,300	15,800	27
21	296-40-002	HDR	BROOKDALE APTS	4430	Albany Drive	4.5	20%	0.9	4.0	3,600	9,000	16
22	296-42-C01	HDR			Norwalk Drive	7.4	20%	1.5	6.7	6,000	15,000	26
23	296-23-002	Commercial	Richfield Dr Apartments	225	Richfield Drive	0.9	15%	0.1	0.6	500	1,300	2
24	296-23-003	Commercial	Richfield Dr Apartments	285	Richfield Drive	0.9	15%	0.1	0.6	500	1,300	2
25	296-23-004	Commercial	CRYSTAL TEST LLC	357	Richfield Drive	0.8	15%	0.1	0.5	500	1,300	2
26	296-23-005	Commercial	Reese Property Mgmt	435	Richfield Drive	0.8	15%	0.1	0.5	500	1,300	2
27	296-23-006	Commercial	LIEBER SOLUTIONS	495	Richfield Drive	0.6	15%	0.1	0.4	400	1,000	2
28	296-23-001	HDR	S J GARDENS	4668	Albany Drive	6.7	20%	1.3	6.0	5,400	13,500	23
29	296-45-C01 to 49-C01, 48-C02				Stevens Creek at Albany	7.2	0%	0.0	0.0	0	0	0

Alignment K: West Hedding Street

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
9	Total Sites					101.9		44.8	201.6	180,000	450,300	782
2	261-11-005	School	Bellarmino College Preparatory	960	West Hedding St	17.5	45%	7.9	35.5	31,700	79,300	138
3	261-12-039	Commercial	Super 8 Motel	1860	The Alameda	1.5	15%	0.2	1.0	900	2,300	4
4	261-13-025 to -044	Commercial		1795	The Alameda at Naglee	6.1	15%	0.9	4.1	3,700	9,300	16
5	26116052, -007, -008, -050	Commercial	Rosicrucian Egyptian Museum & Planetarium	1342	Naglee Ave	5.8	15%	0.9	3.9	3,500	8,800	15
6	274-10-005	School	Hoover Middle School	1635	Park Ave	22.9	45%	10.3	46.2	41,300	103,300	179
7	274-24-026	Park	San Jose Municipal Rose Garden		Naglee Ave at Dana Ave	9.9	75%	7.4	33.4	29,800	74,500	129
8	274-10-001	School	Trace Elementary School	651	Dana Ave	5.9	45%	2.6	11.9	10,600	26,500	46
9	274-10-003	School	Lincoln Senior High School	555	Dana Ave	29.0	45%	13.1	58.7	52,400	131,000	227
10	274-16-014	School	Luther Burbank Elementary School		Wabash Ave	3.4	45%	1.5	6.8	6,100	15,300	27
Optional Customers												
1	230-41-043	School	Bellarmino College Preparatory	795	West Hedding St	3.2	45%	1.4	6.5	5,800	14,500	25
11	274-40-082	Commercial	O'Connor Hospital	2105	Forest Ave	17.5	15%	2.6	11.8	10,500	26,300	46
12	274-59-060	School	St. Martin Elementary School	300	O'Connor Dr	5.1	45%	2.3	10.3	9,200	23,000	40

Alignment L: Lewis Road

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
7	Total Sites					82.4		19.0	85.4	76,100	190,400	331
1	497-30-007	HDR	Villa Monterey Apartments	2679 to 2898	Villa Monterey	7.5	20%	1.5	6.7	6,000	15,000	26
2	497-31-004 to -032	HDR	Lewis ROAD Industrial Center Condominiums	2884 and 2898	Aiello Dr at Lewis Rd	18.2	20%	3.6	16.4	14,600	36,500	63
3	497-59-028 to -043	HDR	The Rosewood	2895	Wall St at Lewis Rd	1.1	20%	0.2	1.0	900	2,300	4
4	497-23-013, -017	HDR	Fallen Leaves Apartments	202	Lewis Rd at Aiello Dr	3.2	20%	0.6	2.8	2,500	6,300	11
5	455-09-058 to 063, various	HDR	Montecito Vista Village (Goble Lane)		Monterey Highway at Montecito Vista	17.7	20%	3.5	15.9	14,200	35,500	62
6	497-55, 497-18 to 497-21, various-XXX	HDR	Kenwood/Crosspointe Condominiums		Kenland Dr	24.7	20%	4.9	22.2	19,800	49,500	86
7	497-16-037	School	Hillsdale School	3200	Water St	10.0	45%	4.5	20.3	18,100	45,300	79

Alignment M: Seven Trees Boulevard

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
4	3	9.8	Total Sites					20.8		4.1	18.3	16,300	40,800	71
1	Yes	0.5	494-13-010	Commercial	Han II Oriental Market	3851/3861	Seven Trees Boulevard	0.7	15%	0.1	0.5	400	1,000	2
1A	Yes	0.7	494-06-039	Commercial	CA Check Cashing	3826/3828	Seven Trees Boulevard	1.1	15%	0.2	0.7	700	1,800	3
2		0.0	494-13-011	HDR	Timberwood Apartments	3903	Seven Trees Boulevard	9.5	20%	1.9	8.6	7,600	19,000	33
3	Yes	8.5	494-13-012	HDR	Capitol Park Apartments	3975	Seven Trees Boulevard	9.5	20%	1.9	8.5	7,600	19,000	33

Alignment N: Sark Way

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
4	3	40.5	Total Sites					26.5		12.4	55.6	49,600	124,100	215
1	Yes	18.1	494-17-005	School	Hellyer Elementary School	725	Hellyer Avenue	8.9	45%	4.0	18.1	16,100	40,300	70
2	Yes	4.3	494-28-061	HDR	Family Life Christian Center	801	Hellyer Avenue	4.7	20%	0.9	4.3	3,800	9,500	16
3	Yes	18.1	494-15-004, -033	Park	Melody Park	4301	La Torre Avenue	5.4	75%	4.0	18.1	16,200	40,500	70
4		0.0	494-15-005	School	Christopher Elementary School	565	Coyote Road	7.5	45%	3.4	15.1	13,500	33,800	59
Optional Customers														
5			684-05-007, 015, 016, 017	School	Valley Christian Junior/Senior High School	100	Skyway Drive	21.0	45%	9.5	42.5	37,900	94,800	165

Alignment P: Quimby Road

Total of All Phases

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
22	Total Sites					595.1		186.3	837.7	748,000.0	1,870,700.0	3,247.7

Phase 1												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
3	Total Sites					25.4		11.4	51.4	45,900	114,800	199.3
21	486-18-057	School	Dorsa Elementary School	1290	Bal Harbor Way	9.8	45%	4.4	19.8	17,600	44,000	76
22	486-11-029	School	Miller Elementary School	1250	South King Rd	7.3	45%	3.3	14.7	13,100	32,800	57
24		School	Arbuckle Elementary School		Sunset Ave & Cinderella Lane	8.4	45%	3.8	17.0	15,200	38,000	66

Phase 2												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
10	Total Sites					316.8		87.3	392.6	350,600	876,800	1,522.2
11	486-29-026	Park	Ocala Park		Ocala Ave at Berona	14.8	75%	11.1	49.9	44,600	111,500	194
12	Various	Other	Reid Hillview Airport		Ocala at Capitol Expy	180.0	10%	18.0	80.9	72,300	180,800	314
13		School	Fischer Middle School	1720	Hopkins Dr	24.4	45%	11.0	49.4	44,100	110,300	191
14	491-15-010, -16-086	School	Meyer Elementary School	1824	Daytona Dr	8.0	45%	3.6	16.2	14,500	36,300	63
15	491-17-001 to -003	School	Overfelt High School	1835	Cunningham Ave	42.8	45%	19.3	86.6	77,300	193,300	336
16	491-10-002, -072, -074	School	Most Holy Trinity School	1940	Cunningham Ave	9.0	45%	4.0	18.2	16,200	40,500	70
17	491-06-004	Park	Welch Park		Clarice Dr	11.1	75%	8.3	37.3	33,300	83,300	145
18	491-06-003	School	K. R. Smith Elementary School	2025	Clarice Dr	9.1	45%	4.1	18.4	16,400	41,000	71
19	491-20-014	School	Slonaker Elementary School	1601	Cunningham Ave	8.0	45%	3.6	16.2	14,500	36,300	63
20	486-02-052	School	Hubbard Elementary School	1745	June Ave	9.6	45%	4.3	19.5	17,400	43,500	76

Phase 3												
Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
9	Total Sites					252.9		87.6	393.7	351,500.0	879,100.0	1,526.2
1	652-26-024, -017	New Development	Valle Vista Elementary School	2400	Flint Ave	10.1	0%	0.0	0.0	0	0	0
2	649-23-001, 649-24-013	New Development	Pleasant Hills Golf Course		Flint Ave	113.7	25%	28.4	127.9	114,100	285,300	495
3	649-03-003	School	Boeger Junior High School/Foothill Intermediate School	1966	Flint Ave	33.8	45%	15.2	68.4	61,100	152,800	265
4	649-26-024	Park	Fernish Park	1948	Fernish Dr	5.4	75%	4.1	18.3	16,400	41,000	71
5	647-33-004, -005	School	Mount Pleasant High School	1750	S White Rd	43.0	45%	19.4	87.0	77,700	194,300	337
6	488-20-001	School	Rodgers Elementary School	2999	Ridgemont Dr	9.8	45%	4.4	19.8	17,700	44,300	77
7	647-23-029	School	Robert Sanders Elementary School	3411	Rocky Mountain Dr	9.8	45%	4.4	19.8	17,700	44,300	77
8	491-14-002, -007	School	Ocala Middle School	2800	Ocala Ave	25.3	45%	11.4	51.2	45,700	114,300	198
9	491-31-103, -102	Commercial		1975	White Rd	1.9	15%	0.3	1.3	1,100	2,800	5

Optional Customers												
25	654-32-001 to 067 654-33-001 to 173 65433C01	HDR		1840	Deep Creek Ct	42.3	20%	8.5	38.0	33,900	84,800	147
26	481-37-045 to 046	HDR	Poco Way Apartments	1900	Poco Way	5.2	20%	1.0	4.7	4,200	10,500	18

Alignment R: Airport Boulevard

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	City	Zip Code	Total Area (Acres)	% Irrigated Area	Annual Demand (AFY)	Peak Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
22	6	28.2	Total Sites							145.8		115.0	50077.6	257300.0	446.7
1		0.0	230-01-054, -056	Commercial		2099	Gateway Place			13.1	15%	8.8	3,851	19,800	34
2		0.0	230-01-040	Commercial		2025	Gateway Place			5.8	15%	3.9	1,690	8,800	15
3		0.0	230-01-055	Commercial		2001/2005	Gateway Place			6.0	15%	4.1	1,777	9,000	16
4	Yes	8.2	230-01-048, -049	Commercial	Doubletree Hotel	2050	Gateway Place			12.2	15%	8.2	3,570	18,300	32
5		0.0	230-29-077	Commercial		1757/1759	Technology Drive			5.1	15%	3.4	1,493	7,800	14
6		0.0	230-29-095	Commercial		226	Airport Parkway			4.8	15%	3.2	1,408	7,300	13
7		0.0	230-29-096	Commercial		1731 to 1745	Technology Drive			16.3	15%	11.0	4,789	24,500	43
8	Yes	2.7	230-29-097	Commercial	Courtyard by Marriott	1727	Technology Drive at Skyport Pkwy			4.0	15%	2.7	1,172	6,000	10
9	Yes	4.1	230-29-065	Commercial	Casino M8trix	40 and 50	Airport Parkway			6.1	15%	4.1	1,780	9,000	16
10		0.0	230-29-120, -121, -026	Commercial		1755	North 1st St			5.4	15%	3.6	1,580	8,000	14
11		0.0	230-29-084	Commercial		25 to 181	Metro Drive at Technology			7.4	15%	5.0	2,181	11,300	20
12	Yes	1.8	230-26-C01	Commercial	SLG	1754	Technology Drive			2.6	15%	1.8	768	4,000	7
13		0.0	230-29-063	Commercial		1762	Technology Drive			2.5	15%	1.7	723	3,800	7
14		0.0	230-29-064	Commercial		1770 to 1798	Technology Drive at Airport Pkwy			2.6	15%	1.8	765	4,000	7
15		0.0	230-29-082	Commercial		1730	Technology Drive at Skyport			4.9	15%	3.3	1,425	7,300	13
16		0.0	230-29-083	Commercial		1740	Technology Drive at Metro			3.3	15%	2.2	964	5,000	9
17		0.0	230-29-118, -119	Commercial	Skyport Plaza	1650 to 1700	Technology Drive at Airport Pkwy			12.4	15%	8.3	3,630	18,500	32
18		0.0	230-29-106	Commercial	The Sonora Condominums	1550	Technology Drive			5.2	15%	3.5	1,525	7,800	14
19	Yes	4.4	230-29-116	Park	Rosemary Garden Park		Technology Drive			1.3	75%	4.4	1,915	9,800	17
20	Yes	7.0	230-29-115	Commercial	Kaiser Skyport	1717 to 1725	Technology Drive at Skyport			10.4	15%	7.0	3,061	15,800	27
21		0.0	230-29-006	School	Bachrodt Elementary School					9.7	45%	19.7	8,570	44,000	76
22		0.0	230-29-117	Commercial		1601	Technology Drive			4.9	15%	3.3	1,440	7,500	13

Alignment S: Burke Street

Site	Connected	Current Demand (AFY)	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Hour (gpm)
3	3	20.6	Total Sites					39.1		4.6	20.6	18,400.0	46,000.0	79.9
1	Yes	9.0	477-51-054	Commercial	Costco	2201	Senter Rd	13.3	15%	2.0	9.0	8,000	20,000	35
2	Yes	3.1	477-51-034	Industrial	Burke Industries Inc	2250	S 10th St	7.0	10%	0.7	3.1	2,800	7,000	12
3	Yes	8.5	477-21-088	Industrial	VTA Chaboya Division Yard	2240	2240 S 7th St	18.8	10%	1.9	8.5	7,600	19,000	33

Alignment T: Snell Avenue

Site	APN	Type of Parcel	Company Name	Street Number	Street Name	Total Area (Acres)	% Irrigated Area	Irrigated Area (Acres)	Annual Demand (AFY)	Average Day (gpd)	Peak Day (gpd)	Peak Day (gpd)
3	Total Sites					222.6		167.5	753.4	672,500.0	1,681,400.0	2,919.1
1a		Agriculture	Martial Cottle Park - Production Ag		Snell Ave at Branham	143.0	100%	143.0	643.0	574,000	1,435,000	2,491
1b		Mixed Use	Martial Cottle Park - Perimeter Buffer		Snell Ave at Branham	22.6	20%	4.5	20.3	18,100	45,300	79
1c		Park	Martial Cottle Park - Grassy Park		Snell Ave at Branham	15.7	75%	11.8	52.9	47,300	118,300	205
2	46246020 to 025, 027, 029, 030	HDR			Branham Ln	28.3	20%	5.7	25.4	22,700	56,800	99
3		HDR			Snell Ave & Chynoweth Ave	13.0	20%	2.6	11.7	10,400	26,000	45

APPENDIX C
San Jose Water
Recycled Water Master Plan – 2022 Update
Preliminary Cost Estimate Summaries

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Engineer's Opinion of Probable Cost
Alignment A: Charcot Avenue

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	44	\$ 2,860,000	Conservation Budget
Overall Project Total				\$ 2,860,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment C: Oakland Road

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	69	\$ 4,485,000	Conservation Budget
Overall Project Total				\$ 4,485,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment D: Berryessa Road (Phase 1+2)

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	10	\$ 650,000	Conservation Budget
Overall Project Total				\$ 650,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment D: Berryessa Road - Phase 3

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 282	3,450	\$ 973,300	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 376	700	\$ 263,300	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 470	0	\$ -	
12-inch pipeline	LF	\$ 564	0	\$ -	
16-inch pipeline	LF	\$ 752	0	\$ -	
18-inch pipeline	LF	\$ 846	7,500	\$ 6,347,600	Loaded cost assuming min 54" cover
20-inch pipeline	LF	\$ 940	0	\$ -	
24-inch pipeline	LF	\$ 1,128	0	\$ -	
Subtotal				\$ 7,584,200	
Design/Management/Permits	LS		1	\$ 522,000	
Capacity Fee	LS		1	\$ 605,100	
Contingency	LS	5%	1	\$ 435,600	5% of construction/design/permitting/capacity
SJ Water Eng/Const Overhead	LS	12%		\$ 1,097,600	12% of construction/design/permitting/capacity/contingency
Pipeline Subtotal				\$ 10,244,500	
Retrofit Design and Construction	LS	\$ 910,000	1	\$ 910,000	Conservation Budget
Overall Project Total				\$ 11,150,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.
2. Unit costs inclusive of mobilization, appurtenances, and street overlay

Engineer's Opinion of Probable Cost
Alignment E: Mabury Road - Phase 1

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	3,220	\$ 676,200	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	2,530	\$ 708,400	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	3,240	\$ 1,360,800	Loaded cost assuming min 54" cover
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	11,960	\$ 8,372,000	Loaded cost assuming min 54" cover
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 778,200	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	647,415	\$ 1,133,000	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	205	\$ 358,800	I-680 underpass crossing
Special Construction	LF	2.5*UCLF/Dia	200	\$ 350,000	Creek Crossing 1 along Mabury Rd
Special Construction	LF	2.5*UCLF/Dia	200	\$ 350,000	Creek Crossing 2 along Mabury Rd
Subtotal				\$ 14,090,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 845,400	6% of subtotal
Contingency	LS	5%	1	\$ 704,500	5% of subtotal
Construction Subtotal				\$ 15,640,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 2,502,400	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 18,140,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	10	\$ 650,000	Conservation Budget
Overall Project Total				\$ 18,790,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment E: Mabury Road - Phase 2

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	2,660	\$ 558,600	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	3,520	\$ 985,600	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00		\$ -	
12-inch pipeline	LF	\$ 420.00	3,040	\$ 1,276,800	Loaded cost assuming min 54" cover
16-inch pipeline	LF	\$ 560.00	8,640	\$ 4,838,400	Loaded cost assuming min 54" cover
18-inch pipeline	LF	\$ 630.00		\$ -	
20-inch pipeline	LF	\$ 700.00		\$ -	
24-inch pipeline	LF	\$ 840.00		\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 536,200	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	493,290	\$ 863,300	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	150	\$ 210,000	Creek Crossing 1 along Piedmont Rd and Penitencia Creek Rd.
Special Construction	LF	2.5*UCLF/Dia	100	\$ 140,000	Creek Crossing 2 along Piedmont Rd and Penitencia Creek Rd.
Subtotal				\$ 9,410,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 564,600	6% of subtotal
Contingency	LS	5%	1	\$ 470,500	5% of subtotal
Construction Subtotal				\$ 10,450,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,672,000	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 12,120,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	10	\$ 650,000	Conservation Budget
Overall Project Total				\$ 12,770,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment E: Mabury Road - Phase 3

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	4,670	\$ 980,700	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	6,470	\$ 1,811,600	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	760	\$ 319,200	Loaded cost assuming min 54" cover
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 217,800	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	271,170	\$ 474,500	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	150	\$ 157,500	Creek Crossing along Piedmont Rd and Penitencia Creek Rd.
Subtotal				\$ 3,960,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 237,600	6% of subtotal
Contingency	LS	5%	1	\$ 198,000	5% of subtotal
Construction Subtotal				\$ 4,400,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 704,000	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 5,100,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	6	\$ 390,000	Conservation Budget
Overall Project Total				\$ 5,490,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment E: Mabury Rd - Phase 4

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	0	\$ -	
8-inch pipeline	LF	\$ 280.00	22,580	\$ 6,322,400	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 442,600	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	508,050	\$ 889,100	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	100	\$ 70,000	Creek Crossing along Hostetter Ave and Morrill Ave
Subtotal				\$ 7,720,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 463,200	6% of subtotal
Contingency	LS	5%	1	\$ 386,000	5% of subtotal
Construction Subtotal				\$ 8,570,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,371,200	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 9,940,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	6	\$ 390,000	Conservation Budget
Overall Project Total				\$ 10,330,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment H: Tully Road

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	4	\$ 260,000	Conservation Budget
Overall Project Total				\$ 260,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment I: Dolores Avenue

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	10,000	\$ 2,100,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	0	\$ -	
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 147,000	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	SF	\$ 1.75	225,000	\$ 393,800	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 2,670,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 160,200	6% of subtotal
Contingency	LS	5%	1	\$ 133,500	5% of subtotal
Construction Subtotal				\$ 2,960,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 473,600	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 3,430,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	3	\$ 195,000	Conservation Budget
Overall Project Total				\$ 3,630,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment J: Saratoga Avenue

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	9,300	\$ 1,953,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	5,000	\$ 1,400,000	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 234,700	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	321,750	\$ 563,100	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 4,180,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 250,800	6% of subtotal
Contingency	LS	5%	1	\$ 209,000	5% of subtotal
Construction Subtotal				\$ 4,640,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 742,400	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 5,380,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	30	\$ 1,950,000	Conservation Budget
Overall Project Total				\$ 7,330,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment K: West Hedding Street

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	6,500	\$ 1,365,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	8,600	\$ 2,408,000	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 264,100	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	339,750	\$ 594,600	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	200	\$ 175,000	UPRR Crossing
Subtotal				\$ 4,840,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 290,400	6% of subtotal
Contingency	LS	5%	1	\$ 242,000	5% of subtotal
Construction Subtotal				\$ 5,370,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 859,200	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 6,230,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	9	\$ 585,000	Conservation Budget
Overall Project Total				\$ 6,820,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment L: Lewis Road

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	0	\$ -	
8-inch pipeline	LF	\$ 280.00	8,440	\$ 2,363,200	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 165,400	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	189,900	\$ 332,300	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 2,890,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 173,400	6% of subtotal
Contingency	LS	5%	1	\$ 144,500	5% of subtotal
Construction Subtotal				\$ 3,210,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 513,600	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 3,720,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	7	\$ 455,000	Conservation Budget
Overall Project Total				\$ 4,180,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

**Engineer's Opinion of Probable Cost
Alignment M: Seven Trees Boulevard**

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	1	\$ 65,000	Conservation Budget
Overall Project Total				\$ 65,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment N: Sark Way

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	1	\$ 65,000	Conservation Budget
Overall Project Total				\$ 65,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment P: Quimby Road - Phase 1

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	4,300	\$ 903,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	0	\$ -	
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	0	\$ -	
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	2,300	\$ 1,610,000	Loaded cost assuming min 54" cover
24-inch pipeline	LF	\$ 840.00	1,300	\$ 1,092,000	Loaded cost assuming min 54" cover
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 252,400	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	226,350	\$ 396,100	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 4,280,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 256,800	6% of subtotal
Contingency	LS	5%	1	\$ 214,000	5% of subtotal
Construction Subtotal				\$ 4,750,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 760,000	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 5,510,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	3	\$ 195,000	Conservation Budget
Overall Project Total				\$ 5,710,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment P: Quimby Road - Phase 2

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	10,100	\$ 2,121,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	2,100	\$ 588,000	Loaded cost assuming min 54" cover
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	3,100	\$ 1,736,000	Loaded cost assuming min 54" cover
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	4,700	\$ 3,290,000	Loaded cost assuming min 54" cover
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 541,500	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	541,350	\$ 947,400	Based on 9" overlay as is typically required by the City of San Jose
Subtotal				\$ 9,220,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 553,200	6% of subtotal
Contingency	LS	5%	1	\$ 461,000	5% of subtotal
Construction Subtotal				\$ 10,230,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,636,800	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 11,870,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	10	\$ 650,000	Conservation Budget
Overall Project Total				\$ 12,520,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment P: Quimby Road - Phase 3

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	8,600	\$ 1,806,000	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	0	\$ -	
10-inch pipeline	LF	\$ 350.00	2,300	\$ 805,000	Loaded cost assuming min 54" cover
12-inch pipeline	LF	\$ 420.00	4,900	\$ 2,058,000	Loaded cost assuming min 54" cover
16-inch pipeline	LF	\$ 560.00	1,200	\$ 672,000	Loaded cost assuming min 54" cover
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Pipeline appurtenances	LS	7%	NA	\$ 373,900	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	/in/SF	\$ 1.75	425,700	\$ 745,000	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	300	\$ 420,000	Capitol Expressway Crossing
Special Construction	LF	2.5*UCLF/Dia	200	\$ 280,000	Lower Silver Creek crossing at Ocala Ave
Special Construction	LF	2.5*UCLF/Dia	100	\$ 87,500	Creek Crossing at Flint Ave
Special Construction	EA	\$ 50,000	2	\$ 100,000	Monitoring well construction
Subtotal				\$ 7,350,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 441,000	6% of subtotal
Contingency	LS	5%	1	\$ 367,500	5% of subtotal
Construction Subtotal				\$ 8,160,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,305,600	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 9,470,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	9	\$ 585,000	Conservation Budget
Overall Project Total				\$ 10,060,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

Engineer's Opinion of Probable Cost
Alignment R: Airport Boulevard

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
Retrofit Design and Construction	EA	\$ 65,000	16	\$ 1,040,000	Conservation Budget
Overall Project Total				\$ 1,040,000	

Notes:

1. Totals and subtotals rounded to the nearest thousand dollars.

Engineer's Opinion of Probable Cost
Alignment T: Snell Avenue

Item	Units	Esc. Unit Cost	Quantity	Total	Notes
6-inch pipeline	LF	\$ 210.00	490	\$ 102,900	Loaded cost assuming min 54" cover
8-inch pipeline	LF	\$ 280.00	0	\$ -	
10-inch pipeline	LF	\$ 350.00	0	\$ -	
12-inch pipeline	LF	\$ 420.00	0	\$ -	
16-inch pipeline	LF	\$ 560.00	13,710	\$ 7,677,600	Loaded cost assuming min 54" cover
18-inch pipeline	LF	\$ 630.00	0	\$ -	
20-inch pipeline	LF	\$ 700.00	0	\$ -	
24-inch pipeline	LF	\$ 840.00	0	\$ -	
Hot-tap connection	LS	\$ 30,000.00	1	\$ 30,000	
Pipeline appurtenances	LS	7%	NA	\$ 544,600	5% of pipeline subtotal. Includes valves, blowoffs, ARVs
Street overlay	SF	\$ 1.75	442,890	\$ 775,100	Based on 9" overlay as is typically required by the City of San Jose
Special Construction	LF	2.5*UCLF/Dia	200	\$ 315,000	UPRR crossing
Subtotal				\$ 9,450,000	
Mobilization/Overhead/Insurance	LS	6%	1	\$ 567,000	6% of subtotal
Contingency	LS	5%	1	\$ 472,500	5% of subtotal
Construction Subtotal				\$ 10,490,000	
SJ Water Eng/Const Overhead	LS	16%		\$ 1,678,400	16% of construction and permitting/inspection
Pipeline Subtotal				\$ 12,170,000	Capital Budget
Retrofit Design and Construction	EA	\$ 65,000	3	\$ 195,000	Conservation Budget
Overall Project Total				\$ 12,370,000	

Notes:

1. Totals and subtotals rounded to the nearest ten thousand dollars.

APPENDIX D
San Jose Water
Recycled Water Master Plan – 2022 Update
City of San Jose Development Activity Highlights and
Five-Year Forecast (2021-2025)

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Development Activity Highlights and Five-Year Forecast (2021-2025)



Prepared by:

**City of San Jose
Department of Planning, Building and Code Enforcement
February 2020**

Development Activity Highlights and Five-Year Forecast (2021-2025)

For more information, please contact:

**City of San José
Department of Planning, Building and Code Enforcement
Planning Division
200 East Santa Clara Street
San Jose, CA 95113
(408) 535-3555**

*This report in color and other information can be found
on the Planning Division website at:*

<http://www.sanjoseca.gov/index.aspx?NID=2050>

Development Activity Highlights and Five-Year Forecast (2021-2025)

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Development Activity Highlights and Five-Year Forecast (2021-2025)

I. PURPOSE

The *Development Activity Highlights and Five-Year Forecast (2021-2025)* is a report issued annually by the Department of Planning, Building and Code Enforcement. The report serves three important functions, as follows:

1. Assists the Office of the City Manager in estimating future construction-related tax revenues that generate funds for the City's Capital Improvement Program;
2. Provides City policymakers and staff with key data for periodic assessment of the rate, type, and location of development activity in San José; and,
3. As a tool for distributing information on major development projects to the public.

II. SUMMARY

New industrial development decreased in fiscal year 2018/2019, but is projected to significantly increase in fiscal year 2019/2020. New residential and commercial development remained strong and current trends suggest levels will remain strong through the next fiscal year. The rate of new development may begin to slowly decline to historical averages.

Residential Development

After two historic years of residential development in fiscal years 2013/2014 and 2014/2015, construction of new units in fiscal year 2015/2016 declined but rebounded in fiscal year 2016/2017 and fiscal year 2017/2018. Residential development in fiscal year 2018/2019 returned to the historical average of around 3,000 units, but exceeded the previous 5-year average of approximately 2,775 units.

During the first six months of fiscal year 2019/2020, building permits were issued for approximately 1,300 new residential units. Additionally, as of February 2020, there were approximately 7,400 new residential units that have received entitlements, but have not yet started construction. Overall, new residential units are forecasted to remain at or slightly below the five-year average, at 2,400 units during the forecast period based on the current housing trends, which have slowed due to increases in the costs associated with new construction, and the flattening of rents relative to these increased costs.

In 2016 the City Council approved an accessory dwelling unit (ADU) ordinance that loosened existing zoning code regulations to comply with state law. The City Council approved additional updates to the Zoning Code in 2018 and 2019 to further ease requirements for ADUs. As a result, more property owners are able to build secondary units which are classified as single-family units in Table 2 of the Five-Year Forecast. New construction of single-family units reached 250 units in 2017/2018, of which 153 were ADUs, noting the first time new construction of ADU's surpassed single-family homes. In 2018/2019 the trend continued as the number of new ADU unit climbed to 296 new units. This represented an approximately 90% increase in building permit issuance for ADUs from the previous fiscal year. ADUs are forecasted to continue their trend upward with 275 new units approved within the first 7 months of fiscal year 2019/2020.

High rents have spurred calls for action for many Bay Area communities, inciting a continued discussion of displacement, gentrification, and affordability. Since 2010, rents rose by 55%, averaging \$2,876 per unit per month. Following multiple years of steep increases, rents in Silicon Valley have leveled off. In San José rent growth has plateaued advancing 0.1% year-over-year through November 2019 to \$2,876. For the first time since 2011, the median single-family home price decreased approximately 2.9 percent. From \$1.055 million at the end of 2018 to \$1.022 million by the end of 2019, however the amount is still four times the U.S. Figure and up 57% since 2011.

Commercial Development

Similar to the last two fiscal years, large hotel and retail projects contributed to another strong year of commercial growth with valuation of new commercial construction in fiscal year 2018/2019 at \$362 million, slightly lower than \$411 million in the previous fiscal year 2017/2018, but slightly above the historical 5-year average. Commercial alterations remained strong in fiscal year 2018/2019 approximately 20 million above the 5-year historic average at \$285 million indicative of low retail vacancy rates in the south bay, and a strong economy overall.

As of the fourth quarter of 2019, the overall retail vacancy rate in San José rose to approximately 4.4%, slightly higher than the previous year (approximately 3.9%). This is mostly due to new construction coming online rather than new vacant properties. During the first six months of the current fiscal year (2019/2020) valuation of new commercial construction has reached over \$300 million, and is forecasted to reach \$340 million, slightly below previous fiscal year of \$362 million. Over 1.6 million square feet of commercial projects have been entitled but have not yet started construction.

Commercial activity for 2018/2019 is slightly lower than the two previous fiscal years, 2016/2017 and 2017/2018, which were buoyed by issuance of building permits for the Valley Fair Shopping Mall expansion. Construction activity for the Valley Fair Shopping Mall has begun to slow down, but new commercial construction for Hampton Inn and an expansion of Capitol Toyota has replaced a portion of commercial activity.

Fiscal year 2019/2020 and fiscal year 2020/2021 are projected to remain consistent and return to the 5-year average levels of previous years. Lack of available land for large retail centers and national retail trends, may result in decline in new commercial construction in the future. On the national level, demand for retail space is shifting due to competition from online sales, and investors are more focused on smaller retail centers, including lifestyle/entertainment, food/beverage or grocery-anchored, and niche power centers. In the past year, large retailers like Orchard Supply, Toys-R-Us, Lowe's, and Sears have gone out of business or closed locations as the retail market evolves.

Due to these factors commercial construction activity is forecasted to slightly decline over the next couple fiscal years. However, hotel development has shown an increase with 1,373 hotel rooms pending entitlements and over 1,600 rooms entitled but not constructed.

Industrial/Office Development

New industrial construction incorporates construction for office buildings and industrial manufacturing and warehouse space. Valuation of new industrial construction activity decreased in fiscal year 2018/2019 at \$152 million, compared to the previous fiscal year of \$244 million. Industrial/Office development can vary largely depending on timeline of large pipeline projects. The demand for office is reflected in the overall office vacancy rates in Silicon Valley, as they continued to decline during the fourth quarter of 2019 to 7.5%, a decrease from the vacancy rate in 2018 of 9.8%. Overall industrial warehouse vacancy rates remain low at 3.0% slightly up from 2.6% in the fourth quarter of 2018. However, through the first six months of the current fiscal year (2019/2020) valuation of new industrial construction surpassed \$300 million, with a forecasted valuation of \$400 million for the year. Similar to the residential market, high cost of construction and limited availability of workers is a limiting factor for new industrial construction, with over 8 million square feet of industrial development entitled and yet to start construction.

The office availability rate in downtown San José in the fourth quarter of 2019 has remained consistent with a small increase from 12.7% at the beginning of 2019 to 12.9%. Downtown San José's most significant milestone this year is the ground breaking of two high-rise commercial projects, Adobe North Tower and 200 Park Tower. The last office high rise in Downtown San José was the River Park Tower 2, which rose on West San Carlos in 2010. 200 Park Tower a 19-story, 857,000 square-foot office tower and Adobe North Tower a 18-story, 700,00 square-foot office tower in Downtown San José signifying the strength in the economy and competitiveness of Downtown San José.

The availability and vacancy rate for Research & Development (R&D) in the North San José market decreased for fiscal year 2018/2019 to 15.2% from 20.2%. Higher asking rates and BART's (Bay Area Rapid Transit) upcoming extension into Milpitas and North San José continues to accelerate demand in the North San José area.

The strong demand for office and R&D in Silicon Valley, driven by growth in tech employment, has led to historically low vacancy rates and high rents in neighboring cities. As technology and related sector companies continue to expand, San José can offer several advantages for firms looking for office space including campus settings, flexible office spaces, and significant housing, retail, transit, and other amenities. This has led to increasing interest in industrial space in San Jose and resulted in large real estate transactions in San José Airport, North San José, and Downtown San José submarkets. The most notable being Google's investment and interest to create an 8 million square foot campus Downtown.

On October 11, 2019 Google submitted their entitlement application and is proposing to construct approximately 6,500,000 square feet of office (with a maximum of 7,300,000 square feet); approximately 3,000 to 5,000 units of housing (with a maximum of 5,900 units); approximately 300,000 to 500,000 square feet of active uses, which may include retail, cultural, arts, etc.; approximately 100,000 square feet of event space; up to 300 hotel rooms and up to 800 rooms of limited-term corporate accommodations. The proposed project represents approximately 27% of all industrial square footage in the pipeline and 17% of all residential units in the development process.

III. FIVE-YEAR FORECAST (2021-2025)

The Department of Planning, Building and Code Enforcement's five-year forecast of development activity is summarized in Tables 1 and 2 (next page). Construction valuation in fiscal year 2019/2020 is expected to continue at or slightly below the previous five-year average, fueled by a strong commercial and industrial construction, and a slight slowdown of new residential construction. Although valuations of new residential construction have declined, the number of units remain strong since a high number of ADU's are projected. Future development is predicted to be driven by mixed-use residential projects, and certain commercial and industrial sectors as described above. San José is poised to capitalize on on-going and growing demand for office and warehouse space for expanding companies that has led to low vacancy rates and high rents in neighboring cities. Additional connectivity with the expansion of the BART into the Berryessa area and with plans for future expansion to Downtown is another positive indication for future development in San José.

Table 1
Construction Valuation: FY 14/15 to FY 24/25

Fiscal Year	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25
<u>Actual Valuation¹ (in millions)</u>						<u>Projected Valuation (in millions)</u>					
<u>New Construction</u>											
Residential	\$527	\$374	\$544	\$558	\$447	\$420	\$400	\$400	\$400	\$400	\$400
Commercial	272	273	428	411	362	340	175	175	175	175	175
Industrial	215	342	114	244	152	400	120	120	120	120	120
Subtotal	\$1014	\$989	\$1086	\$1213	\$962	\$1160	\$695	\$695	\$695	\$695	\$695
<u>Alterations</u>											
Residential	\$136	\$129	\$116	\$118	\$134	\$110	\$100	\$100	\$100	\$100	\$100
Commercial	162	268	346	251	285	210	180	175	175	175	175
Industrial	195	336	520	209	406	250	150	150	150	150	150
Subtotal	\$493	\$733	\$982	\$578	\$825	\$570	\$430	\$425	\$425	\$425	\$425
Grand Total (Taxable)	\$1507	\$1722	\$2068	\$1791	\$1787	\$1730	\$1125	\$1120	\$1120	\$1120	\$1120

¹Valuation figures adjusted to 2019 dollars, per U.S. Bureau of Labor Statistics Consumer Price Index (CPI), San Francisco-Oakland-Hayward, all items index.

Table 2
Residential Units and Non-Residential Square Footage: FY 14/15 to FY 24/25

Fiscal Year	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25
<u>Actual¹</u>						<u>Projected</u>					
<u>Residential (Units)</u>											
Single-Family	254	152	201	250	495	580	450	375	375	375	375
Multi-Family	2,987	1,540	2,511	2,991	2,490	2,400	2,375	2,375	2,375	2,375	2,375
TOTAL	3,241	1,692	2,712	3,241	2,985	2,980	2,825	2,750	2,750	2,750	2,750
<u>Non-Residential (sq.ft., in thousands)</u>											
Commercial	2,000	1,854	1,911	3,235	2,397	2,600	1,500	1,400	1,400	1,400	1,400
Industrial	1,000	2,068	1,452	1,584	1,055	1,200	1,000	1,000	1,000	1,000	1,000
TOTAL	3,000	3,922	3,363	4,819	3,452	3,800	2,500	2,400	2,400	2,400	2,400

¹NOTE: Data on residential units based on the Building Division's *Permit Fee Activity Report*.

Data on non-residential square footage estimated based on construction valuation in the Building Division's *Permit Fee Activity Report*.

IV. CONSTRUCTION TAXES

The City of San Jose imposes a series of construction-related taxes that are generally used to finance the construction and improvement of facilities and infrastructure systems that provide capacity beyond the needs attributed to a particular development. These taxes are in addition to cost-recovery fees charged for processing and reviewing applications for development approvals and permits. The largest construction-related tax revenue sources are described below.

Building and Structure Construction Tax

The Building and Structure Construction Tax is imposed upon the construction, repair, or improvement of any building or structure where a building permit is required (except for authorized exemptions- see below). The proceeds from this tax are restricted in use to the provision of traffic capital improvements on major arterials and collectors, the acquisition of lands and interest in land, and the construction, reconstruction, replacement, widening, modification and alteration (but not maintenance) of City streets.

Construction Excise Tax

The Construction Excise Tax is imposed upon construction, alteration, repair, or improvement of any residential or commercial structure (except for authorized exemptions- see below). The tax does not apply to industrial development. This is a general purpose tax that may be used for any “usual current expenses” of the City. The City Council has historically used the majority of these funds for traffic infrastructure improvements.

Residential Construction Tax

The Residential Construction Tax is imposed upon any construction of a one-family dwelling unit or multi-family units or any mobile home lot in the City. This tax is collected and placed in a fund used to reimburse private entities that have constructed a portion of an arterial street that is wider than what is normally required in connection with residential development. The funds are also used to construct median landscaping and other street improvements.

V. MAJOR DEVELOPMENT ACTIVITY DATA

Planning staff has collected a significant amount of data on development activity, which is the foundation for the five-year forecast contained in Section III of this report. This data focuses on recent “major” projects with the highest likelihood to have the most significant impact on the forecast. Major projects are defined as residential projects greater than 50 dwelling units, commercial projects greater than 25,000 square feet, and industrial projects greater than 75,000 square feet.

The development activity data on the following pages is first divided into three major land use categories-- residential, commercial, and industrial. Then, individual projects are divided into four subcategories based on project status— projects completed, projects under construction, approved projects (construction not yet commenced), and projects pending City approval.

**Major Residential Development Activity
Projects of 50+ Dwelling Units**

File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Housing Type	No. of Units	Approval Date
<u>Projects Completed 2019 to 2020</u>								
H14-010	2/28/14	The James	467-21-018	66 N. 1st Street	Central	MF	190	2/25/15
PD14-012	2/28/14	808 West Apartments	264-15-062	800 W. San Carlos Street	Central	MF	315	10/28/14
PD15-024	5/27/15	King & Dobbin Transit Village Lot G	254-55-006	1875 Dobbin Drive	Alum Rock	MF	101	11/4/15
PD14-031	6/27/14	Aura	264-30-067	180 Balbach Street	Central	MF	101	12/27/14
PDA07-094-01	1/13/15	2nd Street Studios	477-01-082	1140 S. 2nd Street	Central	MF	135	3/4/15
PD14-044	9/3/14	King & Dobbin Transit Village Lot E	254-04-079	1745 Dobbin Drive	Alum Rock	MF	67	7/29/15
H14-034	10/2/14	Sparq	472-26-030	598 S. 1st Street	Central	MF	105	10/7/15
CP15-078	11/16/15	Renascent Place	497-41-098	2500 Senter Road	South	MF	162	4/27/2016
PD16-001	1/15/16	Scotia Apartments	455-21-043	1777 Almaden Road	South	MF	55	5/17/16
PD16-006	2/5/16	Vespaio @ Diridon (Residential)	259-28-004	138 Stockton Avenue	Central	MF	164	5/25/2016
CP16-014	4/11/16	Villas on the Park	467-01-121	278 N. 2nd Street	Central	MF	84	2/24/2017
H16-036	10/4/16	The Graduate	467-46-005	80 E. San Carlos Street	Central	MF	260	3/22/17
Total							1,739	
<u>Projects Under Construction</u>								
PD12-008	3/1/12	Murano at Montecito Vista	455-09-060	Southwest side of Montecito Vista Way at the western terminus of Esfahan Drive and Montecito Vista Drive	South	SF	100	6/7/13
PD12-039	10/11/12	South Village (Hitachi Condo's)	706-65-020	0 Raleigh Road	Edenvale	MF	83	12/20/12
H12-020	1/16/13	San Pedro Square	259-32-044	195 W. Julian Street	Central	MF	406	2/24/14
PD13-027	7/1/13	Vicenza at Montecito Vista	455-09-062	East side of Montecito Vista Way, between Esfahan Drive and Montecito Vista Drive	South	MF	162	11/22/13
H13-041	10/31/13	Silvery Towers Apts	259-32-004	180 W. St. James Street	Central	MF	643	2/26/14
PDA14-035-01	8/21/14	Communication Hill (Phase 1)	455-28-017	Junction of Communications Hill Blvd. and the CalTrain railway to the terminus of Communications Hill Blvd. and Casselino Drive.	South	SF	314	3/18/15
PD14-051	10/30/14	777 Park Ave	261-36-062	777 Park Avenue	Central	MF	182	3/18/15
H15-007	1/23/15	Modera San Pedro Square	259-35-042	45 N. San Pedro Street	Central	MF	201	5/20/15
PD15-013	4/3/15	Arcadia/Evergreen Part 1	670-29-002	2140 Quimby Road	Evergreen	SF	250	11/30/15
PD15-014	4/16/15	1807 Almaden Rd	455-21-050	1807 Almaden Road	South	MF	96	10/7/15
PD15-035	7/9/15	Ohlone Block C	264-14-024	345 Sunol Street	Central	MF	268	12/16/15
PDA15-036-01	7/9/15	Ohlone Block B	264-14-024	345 Sunol Street	Central	MF	269	12/16/15
PD15-055	11/4/15	Shea Homes/ Japantown Corp. Yard	249-39-039	Bounded by N. Sixth Street, E. Taylor Street, N. Seventh Street, and Jackson Street	Central	MF	520	5/25/16
PDA12-031-01	11/13/15	Platform	241-04-011	1501 Berryessa Road	Berryessa	MF	551	4/13/16
PD15-067	12/22/15	The Reserve	299-26-059	881 S. Winchester Boulevard	West Valley	MF	640	4/27/2016

PD16-002	1/21/16	Berryessa Flea Market (KB)	241-04-011	North side of Berryessa Road on the northern portion of the parcel just west of Union Pacific Railroad tracks (Flea Market)	Berryessa	SF	162	5/18/16
PD16-005	2/4/16	Istar/Great Oaks	706-08-008	West side of Great Oaks Blvd approx 1,000 feet northwesterly of Highway 85	Edenvale	MF	301	5/18/2016
PD16-025	8/16/16	The Orchard (Residential)	254-06-042	641 N. Capitol Avenue	Alum Rock	MF	188	1/24/17
SPA17-009-01	9/7/17	Miro (formerly SJSC Towers)	467-20-086	33 N. 5th Street	Central	MF	630	12/13/17
PD14-055	1/13/15	Leigh Ave Apartments	284-32-014	1030 Leigh Avenue	Willow Glen	MF	64	3/18/15
PD15-044	9/11/15	Sparta	467-16-076	525 E. Santa Clara Street	Central	MF	85	9/20/16
H15-046	9/25/15	363 Delmas Avenue	264-26-006	341 Delmas Avenue	Central	MF	120	6/21/16
PDA14-035-04	4/9/17	Communication Hill Phase II	455-28-016	junction of Communications Hill Blvd. and the CalTrain railway to the terminus of Communications Hill Blvd. and Casselino Drive.	South	MF	486	7/26/17
PD17-029	12/15/17	Julian/Stockton Mixed Use	261-01-030	715 W. Julian Street	Central	MF	228	10/23/18
Total							6,949	

Approved Projects (Construction Not Yet Commenced)

CPA11-034-01	5/10/11	North San Pedro Apts	259-23-016	201 Bassett Street	Central	MF	135	7/23/14
HA14-009-02	6/5/18	Parkview Towers	467-01-008	northeast corner of the intersection of 1st Street and St. James Street	Central	MF	220	5/13/15
H14-037	11/5/14	NSP3 Tower	259-24-008	201 W. Julian Street	Central	MF	313	8/5/15
PD15-042	9/11/15	Montgomery 7	259-47-068	565 Lorraine Avenue	Central	MF	54	6/21/16
H15-047	9/28/15	Gateway Tower	264-30-089	455 S. 1st Street	Central	MF	300	12/6/16
PD12-013	3/29/12	Ohlone Mixed Use (Block A)	264-14-131	southwest corner of West San Carlos Street and Sunol Street	Central	MF	263	12/16/15
H15-055	11/17/15	6th Street Project	467-19-059	73 N. 6th Street	Central	MF	126	6/29/16
PD15-061	12/4/15	Diridon TOD	259-38-036	402 West Santa Clara	Central	MF	325	5/24/16
PD15-066	12/21/15	Santana Row Lot 12	277-40-017	358 Hatton Street	West Valley	MF	258	8/16/16
PD15-068	12/22/15	Santana Row Lot 17	277-38-003	544 Dudley Avenue	West Valley	MF	110	5/25/16
SP16-016	3/8/16	Park Delmas	259-46-040	201 Delmas Avenue	Central	MF	123	6/29/16
PD16-013	4/7/16	777 West San Carlos St	261-39-045	270 Sunol Street	Central	MF	149	6/21/16
SP16-021	4/11/16	Greyhound Residential	259-40-012	70 South Almaden Avenue	Central	MF	781	5/23/17
PD15-059	6/23/16	Volar (Residential)	277-33-003	350 S. Winchester Boulevard	West Valley	MF	330	6/13/17
PD16-026	8/11/16	7th & Empire	249-38-042	535 N. 7th Street	Central	MF	92	4/11/17
PD16-031	9/27/16	750 West San Carlos	264-15-003	750 W. San Carlos Street	Central	MF	56	12/12/17
SP17-016	4/24/17	425 Auzerais Avenue	264-26-017	425 Auzerais Avenue	Central	MF	130	6/19/17
PD17-014	4/25/17	Stevens Creek Promenade	296-38-013	4360 Stevens Creek Boulevard	West Valley	MF	499	2/26/19
SP17-037	9/1/17	Page Street Housing	277-20-044	329 Page Street	Central	MF	82	12/5/18
HA14-023-02	12/6/17	Post & San Pedro Tower	259-40-088	171 Post Street	Central	MF	228	6/9/18
SP18-016	3/29/18	27 West	259-40-043	27 S. 1st Street	Central	MF	374	2/27/19
H18-057	5/3/18	Balbach Affordable Housing	264-31-109	South East corner of Balbach and South Almaden Blvd	Central	MF	87	1/30/19
H17-019	4/25/17	Spartan Keyes Senior Housing	472-25-092	295 E. Virginia Street	Central	MF	301	1/9/19
CP17-052	11/17/17	Alum Rock Mixed Use	481-19-003	1936 Alum Rock Avenue	Alum Rock	MF	94	3/27/19
SP17-027	6/26/17	Roosevelt Park Apartments	467-12-001	21 N. 21st Street	Central	MF	80	2/6/19
PD17-027	12/14/17	Saratoga Ave Mixed Use	299-37-024	700 Saratoga Avenue	West Valley	MF	300	6/11/19
SP18-001	1/9/18	Garden Gate Tower	472-26-090	600 S. 1st Street	Central	MF	285	11/19/19
H18-026	6/7/18	S. Market Mixed Use	264-30-034	477 S. Market Street	Central	MF	130	5/1/19
PD18-015	6/19/18	Bascom Gateway Station	282-26-007	1330 S. Bascom Avenue	Willow Glen	MF	590	9/10/19

SP18-059	5/10/18	McEvoy Affordable Housing	261-38-004	699 W. San Carlos	Central	MF	365	2/11/20
SPA17-023-01	12/11/18	StarCity (Co-Living)	259-23-006	199 Bassett Street	Central	MF	800	5/29/19
CP18-022	6/26/18	Blossom Hill Affordable Apartments	690-25-021	397 Blossom Hill Road	Edenvale	MF	147	12/11/19
PD19-019	6/4/19	Winchester Ranch	303-38-001	555 S. Winchester Boulevard	West Valley	MF	688	1/14/20
Total							8,127	

Projects Pending City Approval

PDA14-035-05	4/10/17	Communication Hill Village Center	455-28-017	junction of Communications Hill Blvd. and the CalTrain railway to the terminus of Communications Hill Blvd. and Casselino Drive.	South	MF	490	
SP18-057	12/14/17	543 Lorraine Ave Mixed Use	259-47-069	543 Lorraine Avenue	Central	MF	70	---
H18-025	6/5/18	Carlisle	259-35-033	51 Notre Dame Avenue	Central	MF	220	---
SP18-033	6/28/18	Mitzi Place	299-16-001	4146 Mitzi Drive	West Valley	MF	50	---
CP20-001	6/29/18	Silicon Sage	481-07-016	north side of Alum Rock Ave 220 feet westerly of Jose Figueres Avenue	Alum Rock	MF	792	---
PD18-016	6/29/18	Little Portugal Gateway	481-12-069	1663 Alum Rock Avenue	East San José	MF	121	---
H19-021	1/30/19	4th Street Housing	467-20-019	100 N. 4th Street	Central	MF	298	---
PDA15-066-01	6/5/18	Santana Row Lot 12	277-40-017	385 Hatton Street	West Valley	MF	300	---
H18-025	6/5/18	Carlisle	259-35-033	51 Notre Dame Avenue	Central	MF	290	---
PD18-043	10/17/18	Race Street Housing	261-42-058	253 Race Street	Central	MF	206	---
CP18-044	12/19/18	Affirmed housing	484-41-165	2348 Alum Rock Avenue	Alum Rock	MF	87	---
SP19-064	2/19/19	Roem Affordable Housing	284-03-015	961 Meridian Avenue	Willow Glen	MF	230	---
PDA14-035-06	4/2/19	Comm Hill Phase 3	455-28-017	0 Curtner Avenue	South	MF	798	---
PD19-011	4/10/19	Meridian Mixed Use	274-14-152	259 Meridian Avenue	Central	MF	241	---
SP20-004	4/29/19	W. San Carlos Mixed Use	277-18-019	1530 West San Carlos	Central	MF	173	---
H19-019	5/6/19	Kelsey Ayer	259-20-015	447 North 1st Street	Central	MF	115	---
PD19-020	6/13/19	Santa Clara University Mixed Use Housing	230-14-004	1202 Campbell Avenue	West Valley	MF	290	---
CP19-021	6/18/19	Bascom Residential Care	412-25-009	2375 South Bascom Avenue	Willow Glen	MF	138	---
H19-028	6/20/19	750 W San Carlos	264-15-003	750 W. San Carlos	Central	MF	80	---
SP19-067	8/30/19	1301 West San Carlos	261-42-059	1301 W. San Carlos Street	Central	MF	230	---
H19-048	10/10/19	Virginia Studios	472-25-092	295 E. Virginia Street	Central	MF	347	---
PD19-029	10/10/19	Google/ Downtown West	259-38-132	450 W. San Carlos	Central	MF	5,000	---
H19-051	11/18/19	Eden Housing	264-26-088	425 Auzerais Avenue	Central	MF	130	---
CP18-025	6/28/19	Union Assisted Living	421-20-010	0 Union Avenue	Cambrian/Pioneer	MF	152	---
SP19-068	12/3/19	Hemlock Mixed Use Project	277-34-051	2881 Hemlock Avenue	West Valley	MF	51	---
H19-054	12/18/19	Moorpark Supportive Housing	282-44-027	1710 Moorpark Avenue	Willow Glen	MF	108	---
H20-001	1/3/20	Dahlia Apartments	467-11-021	1135 E. Santa Clara Street	Central	MF	91	---
SP20-002	1/8/20	S. Winchester Mixed Use	299-25-038	1073 S. Winchester Boulevard	West Valley	MF	61	---
H20-002	1/15/20	4th and Younger Apartments	235-09-020	1020 N. 4th Street	Central	MF	96	---
Total							11,255	

GRAND TOTAL

28,070

File Number Prefixes: PD= Planned Development Permit; SP= Special Use Permit; H= Site Development Permit; CP= Conditional Use Permit; HA, SPA, CPA, PDA = Amendment to Original Permit

**Major Commercial Development Activity
Projects of 25,000+ Square Feet**

File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Square Footage (approx.)	Hotel Guest Rooms	Approval Date
<u>Projects Completed 2019-2020</u>								
H13-048	12/16/2013	Hampton Inn/Holiday Inn	237-17-067	2088 N. 1st Street	North	173,000	284	9/3/16
HA14-006-01	1/22/2014	Hyatt Place/Hyatt House	101-05-002	82 Karina Court and 2105 N. 1st St.	North	206,000	355	5/7/14
PD16-006	2/5/2016	Vespaio @ Diridon (Commercial)	259-28-004	130 Stockton Avenue	Central	37,500		5/25/16
PD16-015	4/7/2016	Fairfield Inn & Suites	015-45-013	656 America Center Court	Alviso	161,112	261	6/21/16
PD16-017	5/23/2016	Santana Row Commercial (Lot 9)	277-40-030	3060 Olsen Drive	West Valley	30,000		11/9/16
PDA14-037-02	8/22/16	Wingate by Windham	458-17-032	5160 Cherry Avenue	Cambrian/Pioneer	56,032	115	2/8/17
SP14-032	7/24/2014	Capitol Toyota	459-05-019	775 Capitol Ex Auto Mall	South	261,286		1/28/15
Total						1,371,202	1,015	
<u>Projects Under Construction</u>								
HA06-027-02	6/10/2013	Valley Fair Expansion	274-43-035	2855 Stevens Creek Boulevard	West Valley	525,000		10/30/13
PDA12-031-01	11/13/2015	The Platform Retail	241-04-011	north side of Berryessa Road on the southern	Berryessa	37,000		4/13/16
SP17-009	2/22/17	Miro Retail/Office	467-20-086	39 N. 5th Street	Central	39,074		3/15/17
H15-023	5/4/2015	Holiday Inn Expansion	497-38-013	2660 Monterey Road	South	48,100	81	7/13/16
CP16-029	6/16/16	Oakmont Residential Care	659-04-015	easterly side of San Felipe Road approximately	Evergreen	91,714		4/26/17
PD16-025	8/16/16	The Capitol (Formerly Orchard)	254-06-042	641 N. Capitol Avenue	Alum Rock	38,000		1/24/17
PD16-034	4/14/17	Topgolf	015-39-026	4701 N. 1st Street	Alviso	182,000	200	12/13/17
CP17-046	10/26/17	Holden Assisted Living	282-11-014	1015 S. Bascom Avenue	Willow Glen	156,022		9/12/18
H16-032	9/7/16	Hampton Inn	372-25-015	1090 S. De Anza Boulevard	West Valley	51,279	90	8/14/18
H17-044	9/2/17	Hilton Garden Inn	235-03-002	111 E. Gish Road	North	91,460	150	5/7/18
PD17-029	12/15/17	Julian/Stockton Mixed Use	261-01-030	715 W. Julian Street	Central	26,571		10/23/18
PDA08-069-01	9/17/18	Market Park Shopping Center	254-17-084	1590 Berryessa Road	Alum Rock	101,000		5/8/19
Total						1,570,098	755	
<u>Approved Projects (Construction Not Yet Commenced)</u>								
H16-010	2/29/2016	Cambria Hotel	277-34-014	2850 Stevens Creek Boulevard	West Valley	173,043	175	12/7/16
PD08-001	1/7/2008	Pepper Lane Mixed Use	254-15-072	southeast corner of Berryessa and Jackson	Alum Rock	30,000		10/10/08
				On the hills from the junction of Communications Hill Blvd. and the CalTrain railway to the terminus of Communications Hill Blvd. and Casselino Drive.				
PD14-035	3/15/2013	Communications Hill	455-09-040		South	68,000		11/21/14
PD16-039	1/5/17	Creative Center for the Arts	249-39-044	bounded by N. Sixth Street, E. Taylor Street, N.	Central	60,000		10/11/17
CP17-047	10/20/17	Williams Rd Residential Care Facility	299-18-147	3924 Williams Road	West Valley	31,801		11/14/18
H17-023	5/18/17	AC Hotel Stevens Creek Blvd	375-12-017	5696 Stevens Creek Boulevard	West Valley	62,868	168	1/16/19
PDA15-013-02	8/9/18	Evergreen Circle Costco	670-29-024	2140 Quimby Road	Evergreen	209,780		2/22/19
SP18-016	3/29/18	27 West (Retail Component)	259-40-043	27 South 1st Street	Central	35,712		2/27/18
SP18-048	3/27/18	Hotel Baywood	277-34-038	375 South Baywood Avenue	West Valley	123,120	105	2/27/18

CP17-052	11/17/17	Alum Rock Mixed Use (Retail Component)	481-19-003	1936 Alum Rock Avenue	Alum Rock	39,000		3/27/19
H18-002	1/9/18	Silver Creek Valley Rd Hotel	678-93-015	5952 Silver Creek Valley Road	Edenvale	73,862	127	5/1/19
SP18-005	2/1/18	Bark Lane Hotel	372-24-033	7285 Bark Lane	West Valley	45,306	126	6/4/19
H18-016	4/11/18	Piercy Hotel	678-93-040	469 Piercy Road	Edenvale	119,333	175	5/29/19
H18-033	7/24/18	2nd Street Hotel	472-26-070	605 S. 2nd Street	Central	90,263	106	10/2/19
PDA16-034-02	11/5/18	Shilla Stay Hotel	015-39-026	4701 N. 1st Street	Alviso	109,991	200	6/19/19
PDA12-019-04	12/10/18	Coleman Hotel		1125 Coleman Avenue	North	115,392	175	6/26/19
H18-038	8/28/18	Almaden Corner Hotel	259-35-055	8 N. Almaden Boulevard	Central	153,275	272	1/14/20
Total						1,540,746	1,629	

Projects Pending City Approval

H15-014	3/30/15	Tropicana Shopping Center Expansion	486-10-091	1664 Story Road	Alum Rock	31,744		---
H16-042	10/18/16	Tribute Hotel	259-42-079	211 S. 1st Street	Central	186,426	279	---
SP18-060	8/18/17	Stockton Ave Hotel	261-07-001	615 Stockton Avenue	Central	34,698	54	---
H17-059	10/28/17	Hotel Clariana Addition	467-23-088	10 S. 3rd Street	Central	51,573	63	---
SP18-008	1/30/18	Presentation High School Master Plan	446-38-035	2281 Plummer Avenue	Willow Glen	106,248		---
CP18-026	6/29/18	Sunset at Alum Rock	481-07-016	north side of Alum Rock Ave 220 feet westerly of	Alum Rock	26,500		---
CP18-034	9/4/18	995 Oakland Road Hotel	235-16-011	955 Oakland Road	Central	67,766	116	---
SP18-012	2/27/18	West San Carlos Hotel	277-20-035	1470 W. San Carlos Street	Central	64,262		---
PD18-010	3/14/18	Mercedes Dealership Expansion	296-38-012	4500 Stevens Creek Boulevard	West Valley	171,351		---
PD18-035	8/7/18	Stockton Ave Hotel	259-28-028	292 Stockton Avenue	Central	356,470		---
PD18-042	10/9/18	Oakland Road Comfort Suites	241-13-019	northeast corner of Oakland Road and Faulstich northwest corner of Almaden Boulevard and	Berryessa	38,400	61	---
H19-004	1/31/19	South Almaden Office (Retail)	264-28-023	Woz Way	Central	65,000		---
H19-047	10/8/19	Davidson Towers	259-31-071	255 W. Julian Street	Central	23,402		
CP19-031	10/10/19	Stevens Creek Fitness	303-25-016	3806 Stevens Creek boulevard	Central	150,000		
PD19-029	10/10/19	Google - Downtown West Mixed Use		West of Downtown	Central	500,000	800	
Total						1,873,840	1,373	

GRAND TOTAL

6,355,886 4,772

File Number Prefixes: PD= Planned Development Permit; SP= Special Use Permit; H= Site Development Permit; CP= Conditional Use Permit; HA, SPA, CPA, PDA = Amendment to Original Permit

**Major Industrial/ Office Development Activity
Projects of 75,000+ Square Feet**

File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Square Footage (approx.)	Approval Date
<u>Projects Completed 2019-2020</u>							
H15-010	2/12/2015	SAF Keep Storage	237-08-084	1750 Junction Court	North	120,432	12/9/2015
H15-012	2/17/2015	SuperMicro (Phase 2)	237-05-036	750 Ridder Park Drive	Berryessa	162,500	12/16/2015
H16-031	9/10/2016	SuperMicro (Phase 3)	237-05-063	750 Ridder Park Drive	Berryessa	209,320	10/26/2016
H17-005	1/18/2017	Piercy Warehouse	678-08-057	448 Piercy Road	Edenvale	166,740	9/13/2017
HA13-040-01	4/23/2015	Peery Arrillaga Brokaw/1st Campus	237-16-071	60 E. Brokaw Road	North	117,440	12/16/2015
PD12-019	7/19/2012	Coleman Highline Office	230-46-062	1123 Coleman Avenue	North	683,000	6/10/2013
PD15-031	7/1/2015	Equinix (iStar)	706-09-117	7 Great Oaks Boulevard	Edenvale	386,000	3/9/2016
PD16-017	4/23/2016	Santana Row (Lot 9)	277-40-030	3060 Olsen Drive	West Valley	290,000	11/9/2016
H16-013	3/16/2016	River Corp Center III	259-24-036	353 W. Julian Street	Central	191,397	12/7/2016
Total						3,178,592	
<u>Projects Under Construction</u>							
H15-058	11/23/2015	Senter/Alma Ministorage	477-38-014	Senter Road between E. Alma Avenue and Phelan Avenue	Central/South	91,885	3/15/2017
H16-035	9/27/16	Edenvale Self Storage Facility	678-93-005	5880 Hellyer Avenue	Edenvale	155,550	5/3/2017
PD13-012	3/20/13	237 @ First Street (balance)	015-39-006	4353 N. 1st Street	Alviso	430,458	12/4/2013
PD16-016	4/28/2016	Winchester Ministorage	279-01-017	780 S. Winchester Boulevard	West Valley	84,000	11/9/2016
SP15-031	7/1/2015	Equinix Data Center	706-02-053	west side of Via Del Oro between San Ignacio Avenue and Great Oaks Boulevard	Edenvale	579,000	1/25/2017
H17-034	6/29/17	Panattoni Distribution Center	244-23-069	southwest corner of Oakland Road and Calle Artis	Berryessa	83,117	8/8/2018
H18-037	8/16/18	Adobe North Tower	259-39-116	333 W. San Fernando Street	Central	1,015,200	5/29/2019
H17-040	7/20/17	Monterey Rd Self Storage	456-40-004	2829 Monterey Road	South	142,766	3/21/2018
H18-045	9/27/18	DiNapolo Office	259-43-076	200 Park Avenue	Central	717,246	10/9/2019
Total						3,299,222	
<u>Approved Projects (Construction Not Yet Commenced)</u>							
H14-029	8/14/2014	The Station on North First	101-30-006	2890 N. 1st Street	North	1,653,731	12/10/2014
H15-037	8/25/2015	Broadcom expansion/Innovation Place	097-33-116	3130 Zanker Road	North	536,949	12/2/2015

**Major Industrial/ Office Development Activity
Projects of 75,000+ Square Feet**

File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Square Footage (approx.)	Approval Date
H16-018	4/27/2016	335 West San Fernando St	259-39-116	333 W. San Fernando Street	Central	700,000	11/9/2016
PD15-053	10/29/2015	America Center (balance)	015-45-047	northwest corner of State Highway 237 and Gold Street	Alviso	192,350	1/23/2018
PD15-061	12/4/2015	Diridon TOD (Office)	259-38-036	402 W. Santa Clara Street	Central	1,040,000	5/24/2016
PD15-062	12/9/2015	Bay 101 Technology Place office (Phase II)	235-01-020	1740 N. 1st Street	North	234,192	12/7/2016
PD16-023	7/22/16	Samaritan Medical Phase 1	421-37-001	north of Samaritan Drive, approximately 700 feet east of S. Bascom Drive	Cambrian/Pioneer	350,000	8/2/2017
PD16-037	11/29/16	Self-storage (King Rd)	670-12-006	2905 South King Road	Evergreen	198,000	4/12/2017
SP16-053	11/4/16	Microsoft data center/industrial	015-31-054	1657 Alviso-Milpitas Road	Alviso	426,093	10/24/2017
SP18-020	12/15/17	Akatiff/Platform 16	259-29-104	440 W. Julian Street	Central	982,128	5/30/2018
H17-041	7/21/17	Knox Trojan Storage	481-39-003	1025 Knox Avenue	Alum Rock	139,615	2/28/2018
PD16-027	8/29/16	Oakland Rd Self Storage	235-18-001	645 Horning Street	Central	91,875	5/8/2018
PDA14-005-10	5/3/18	Western Digital Great Oaks Campus	706-07-020	5601 Great Oaks Parkway	Edenvale	73,400	11/14/2018
PD17-014	4/25/17	Stevens Creek Promenade (Office)	296-38-013	4360 Stevens Creek Boulevard	West Valley	233,000	2/26/2019
H18-024	5/31/18	Winfield Self Storage	694-06-009	5775 Winfield Boulevard	Edenvale	109,527	9/4/2019
H18-027	6/12/18	2829 Monterey Distribution	456-40-004	2829 Monterey Road	South	81,100	6/12/2019
PD18-015	6/19/18	South Bascom Gateway Station	282-26-007	1330 S. Bascom Avenue	Willow Glen	213,500	9/10/2019
H17-058	11/2/17	970 McLaughlin Industrial	472-10-109	970 McLaughlin Avenue	Central	223,717	3/13/2019
SP18-054	10/3/18	San Ignacio Data and Office	706-09-023	6320 San Ignacio Avenue	Edenvale	282,000	3/27/2019
PD18-045	10/26/18	Santana West Phase 1	303-40-010	3161 Olsen Drive	West Valley	850,000	5/29/2019
PD18-039	9/12/18	Cloud 10 Skyport Plaza	230-29-117	1601 Technology Drive	North	350,000	12/23/2019
Total						8,961,177	
<u>Projects Pending City Approval</u>							
H18-018	4/30/18	475 Tully Road Mini Storage	477-51-004	475 Tully Road	South	219,282	---
SP18-049	9/5/18	335 Winchester Office	303-39-047	335 S. Winchester Boulevard	West Valley	94,996	---
PD19-029	10/10/19	Google - Downtown West Mixed-Use Plan (Office)			Central	7,300,000	

**Major Industrial/ Office Development Activity
Projects of 75,000+ Square Feet**

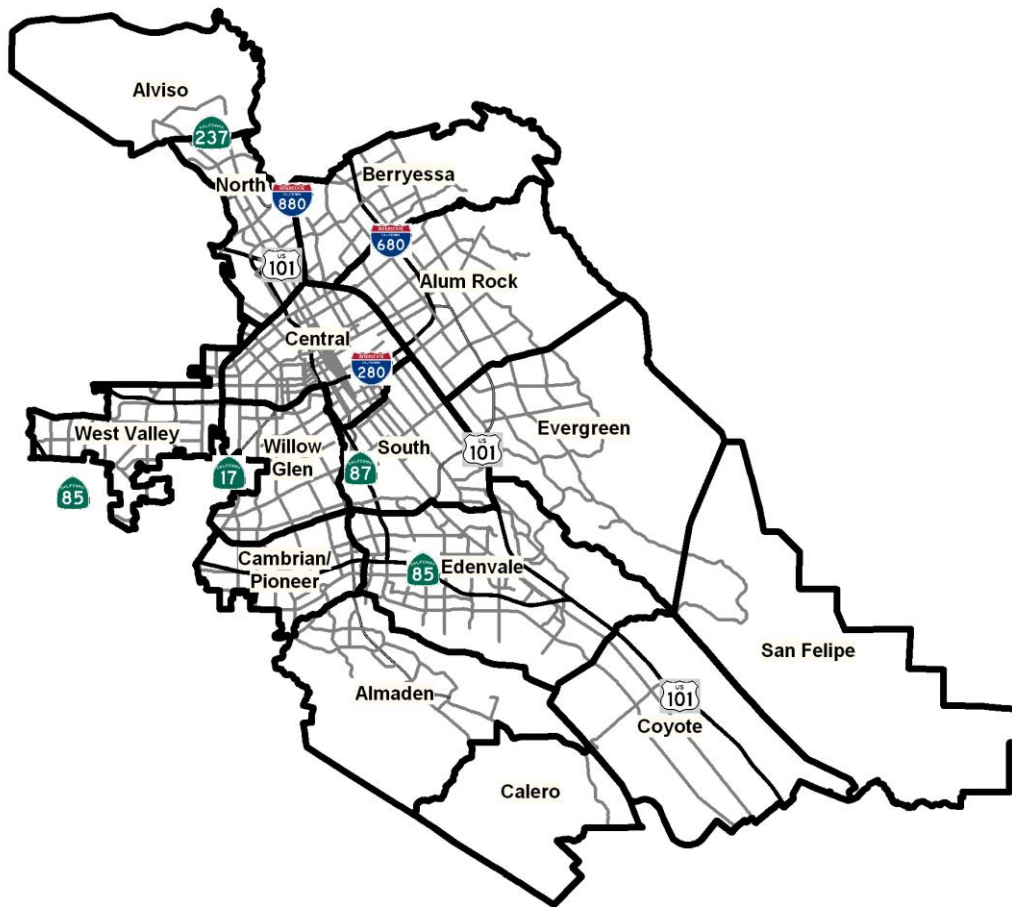
File Number	Filing Date	Project Name	Tracking APN	Address	Planning Area	Square Footage (approx.)	Approval Date
H18-048	10/11/18	231 Captiol Public Storage	462-19-013	231 W. Capitol Expressway	South	359,232	---
PD18-044	10/30/18	1605 Industrial Avenue Warehouse	237-30-015	1605 Industrial Avenue	Berryessa	180,500	---
SPA17-031-01	10/31/18	Museum Place (amendment)	259-42-023	180 Park Avenue	Central	774,000	---
H19-041	9/19/19	Fountain Alley Office	467-22-002	26 S. 1st Street	Central	90,829	---
H19-004	1/31/19	South Almaden Office	264-28-023	northwest corner of Almaden Boulevard and Woz Way	Central	1,952,045	---
H19-047	10/8/19	Davidson Towers	259-31-071	255 W. Julian Street	Central	666,552	
CP19-031	10/10/19	Stevens Creek Fitness	303-25-016	3806 Stevens Creek Boulevard	West Valley	260,000	
H19-016	4/19/19	City View Plaza	259-41-068	150 Almaden Boulevard	Central	960,567	
Total						12,858,003	
GRAND TOTAL						28,296,994	

File Number Prefixes: PD= Planned Development Permit; SP= Special Use Permit; H= Site Development Permit; CP= Conditional Use Permit; HA, SPA, CPA, PDA = Amendment to Original Permit

VI. MAJOR DEVELOPMENT ACTIVITY MAPS (PLANNING AREAS)

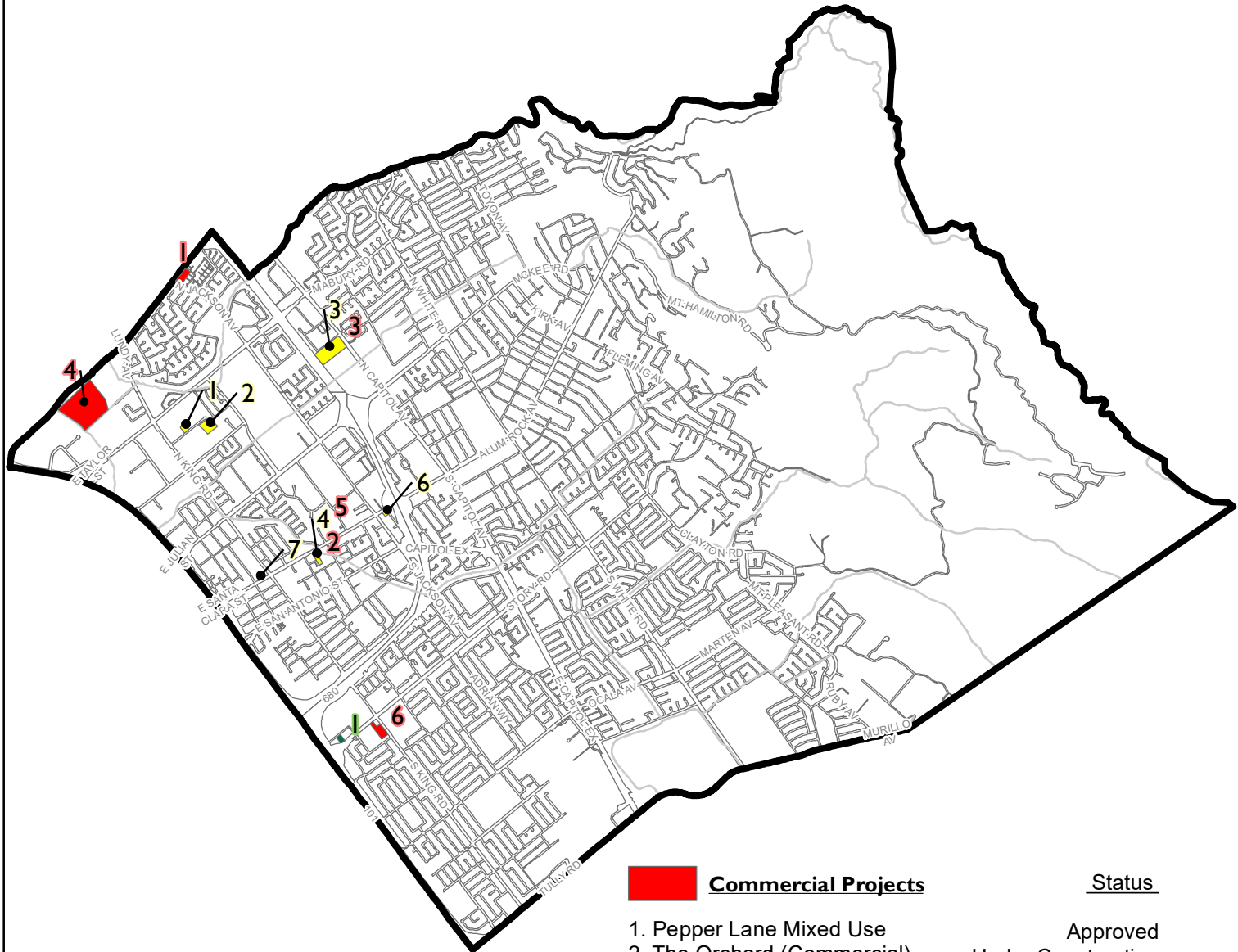
San Jose is divided into a total of fifteen (15) planning areas (see Figure 1, below). The individual planning area maps that follow include projects in all status categories. These maps can be used in conjunction with the data contained in Section V of this report to allow closer analysis of the rate, type, and location of major development activity in the City. (Note: map exhibits are not provided for the Calero and San Felipe planning areas, as no major development activity occurred there and/or these areas are outside the City's Urban Service Area and Urban Growth Boundary).

Figure 1: San Jose Planning Areas



Alum Rock Planning Area

Major Development Activity



Residential Projects

1. King & Dobbin Transit Village Lot E
2. King & Dobbin Transit Village Lot G
3. The Orchard (Residential)
4. Alum Rock Mixed Use
5. Silicon Sage
6. Affirmed Housing
7. Little Portugal Gateway

Total Dwelling Units = 1,450

Status

- | | |
|--------------------|--|
| Completed | 1. King & Dobbin Transit Village Lot E |
| Completed | 2. King & Dobbin Transit Village Lot G |
| Under Construction | 3. The Orchard (Residential) |
| Approved | 4. Alum Rock Mixed Use |
| Pending | 5. Silicon Sage |
| Pending | 6. Affirmed Housing |
| Pending | 7. Little Portugal Gateway |



Commercial Projects

Status

- | | |
|--|--------------------|
| 1. Pepper Lane Mixed Use | Approved |
| 2. The Orchard (Commercial) | Under Construction |
| 3. Alum Rock Mixed Use (Retail) | Approved |
| 4. Tropicana Shopping Center Expansion | Pending |
| 5. Sunset at Alum Rock | Pending |
| 6. Market Park Shopping Center | Under Construction |

Total Commercial Square Feet = 266,224



Industrial Projects

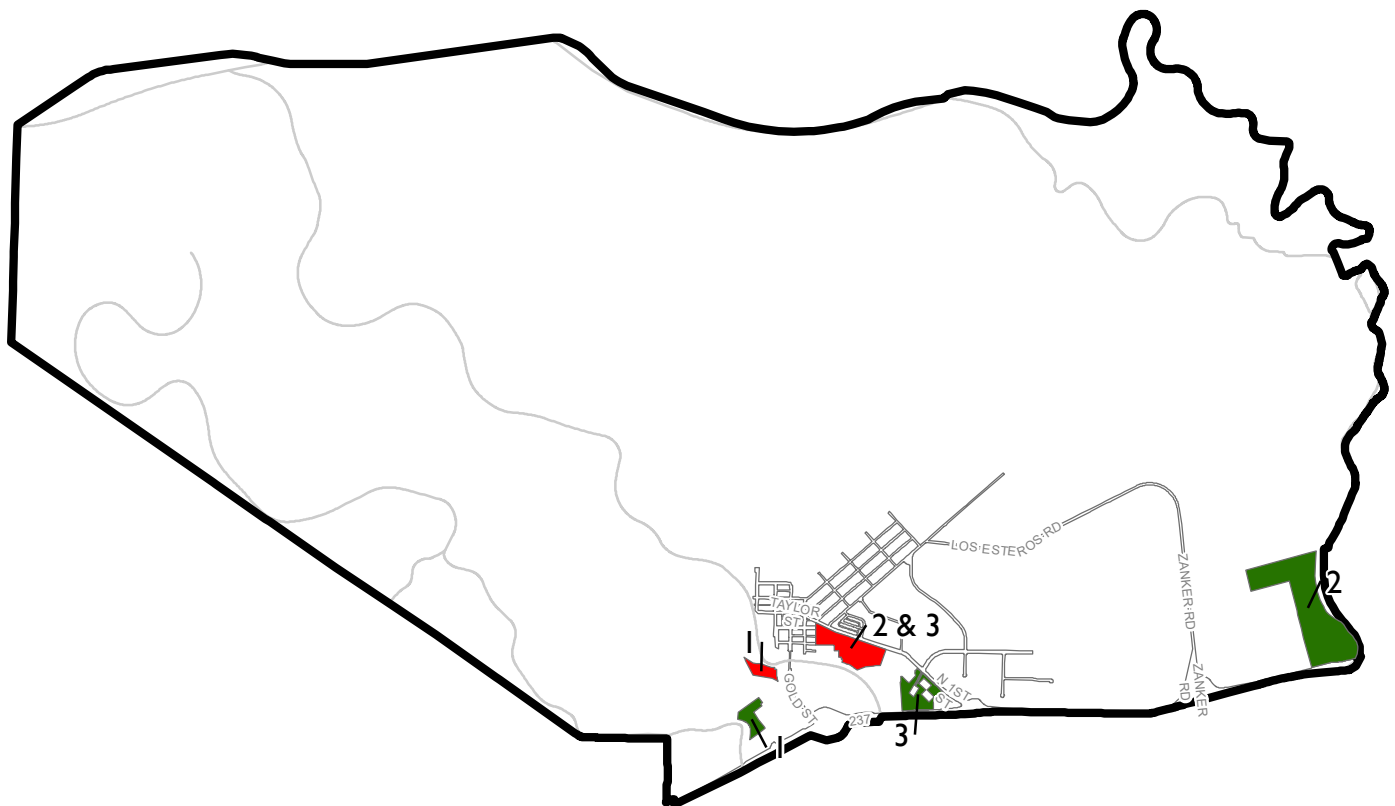
Status

- | | |
|------------------------|----------|
| 1. Knox Trojan Storage | Approved |
|------------------------|----------|

Total Industrial Square Feet = 139,615

Alviso Planning Area

Major Development Activity



■ Commercial Projects	<u>Status</u>
1. Fairfield Inn & Suites	Completed
2. Top Golf	Under Construction
3. Shilla Stay Hotel	Approved

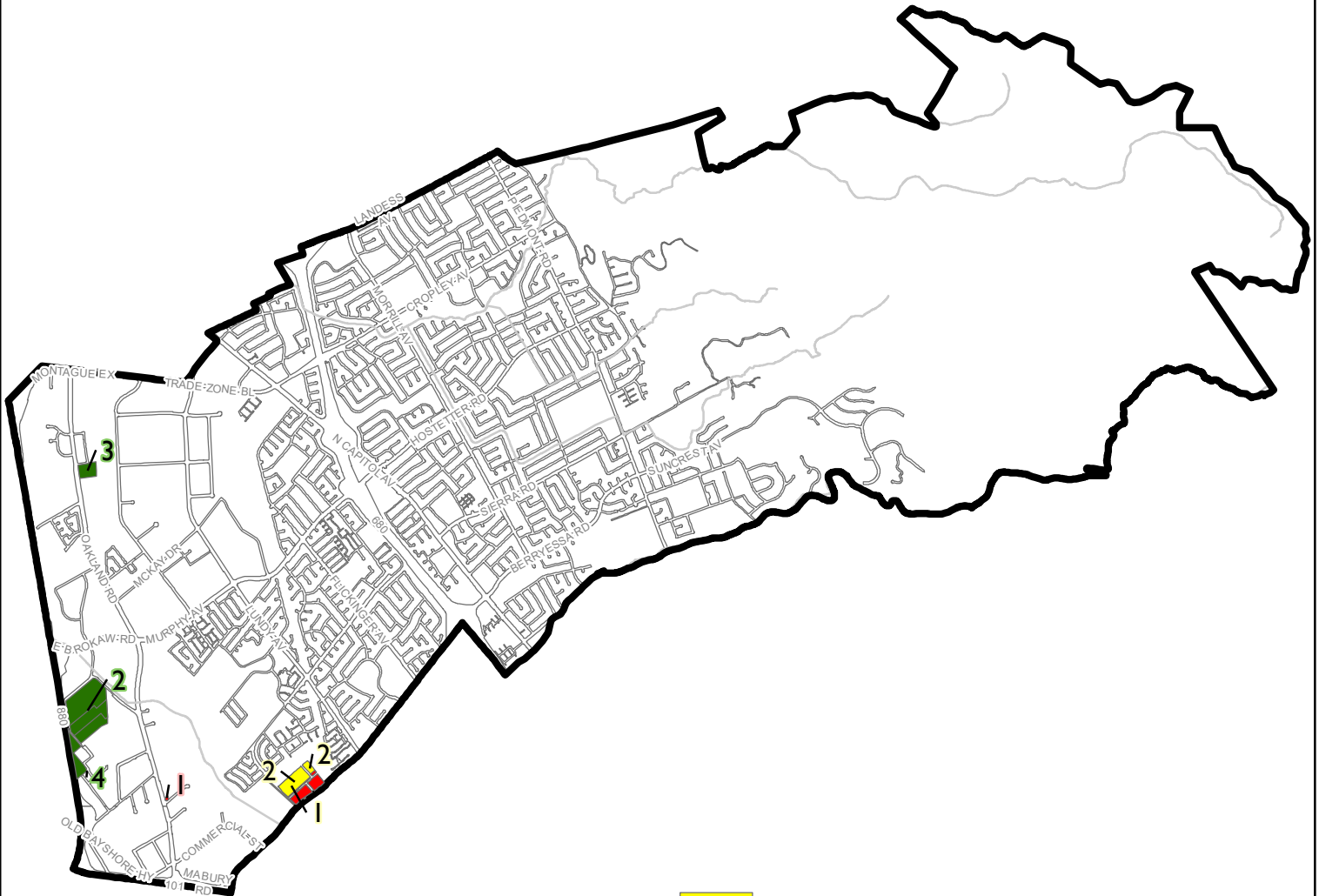
Total Commercial Square Feet = 453,103

■ Industrial Projects	<u>Status</u>
1. America Center	Approved
2. Microsoft Data Center	Approved
3. 237 @ First Street	Under Construction

Total Industrial Square Feet = 1,048,901

Berryessa Planning Area

Major Development Activity



Residential Projects

Status

1. Berryessa Flea Market (KB)
2. Platform

Under Construction
Under Construction

Total Dwelling Units = 713

Status

Commercial Projects

1. Oakland Road Comfort Suites
2. Platform - Retail

Pending
Under Construction

Total Commercial Square Feet = 75,400

Industrial Projects

Status

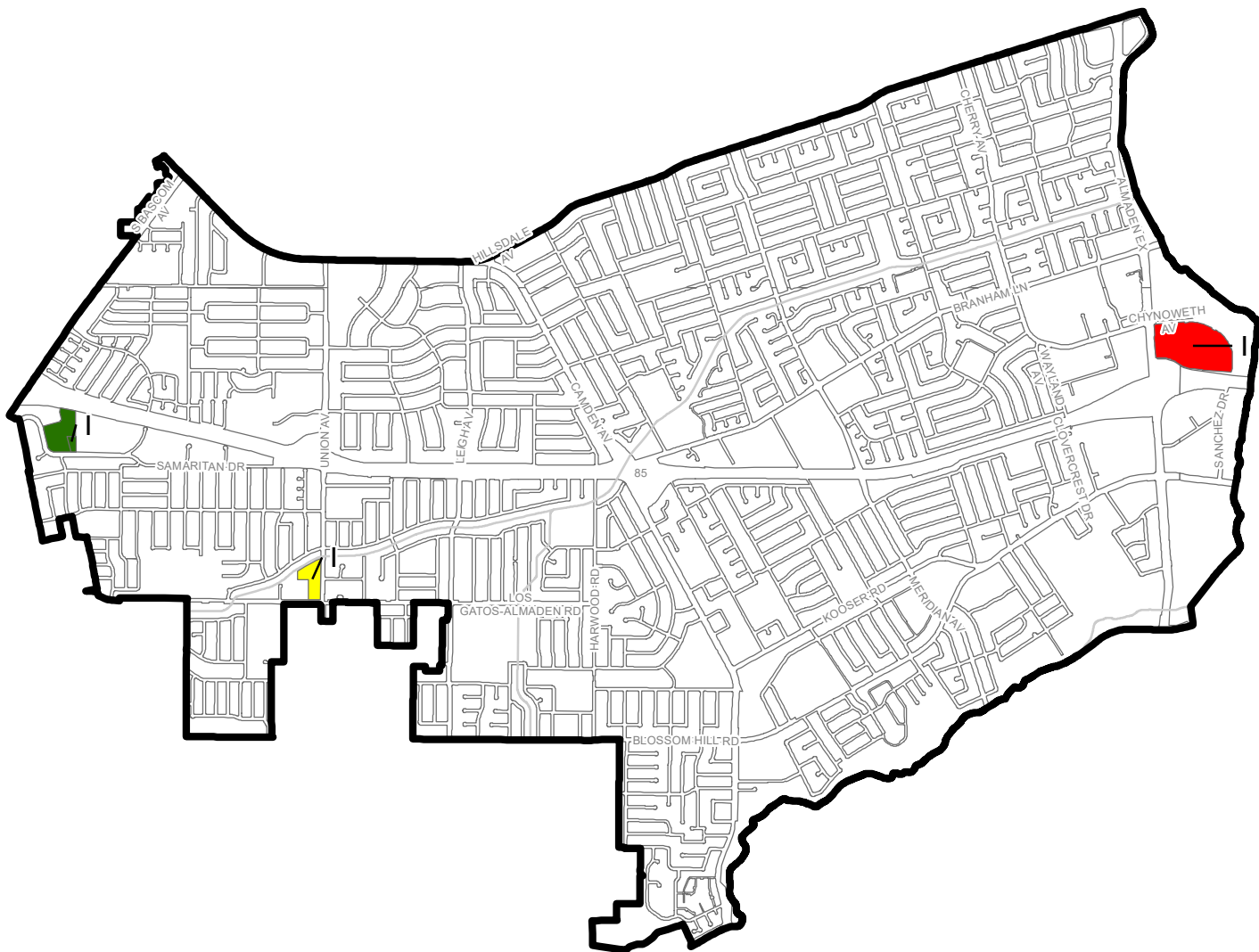
1. SuperMicro (Phase 2)
2. SuperMicro (Phase 3)
3. Panattoni Distribution Center
4. 1605 Industrial Avenue Warehouse




Completed
Completed
Under Construction
Pending

Total Industrial Square Feet = 635,437

Cambrian/Pioneer Planning Area

Major Development Activity



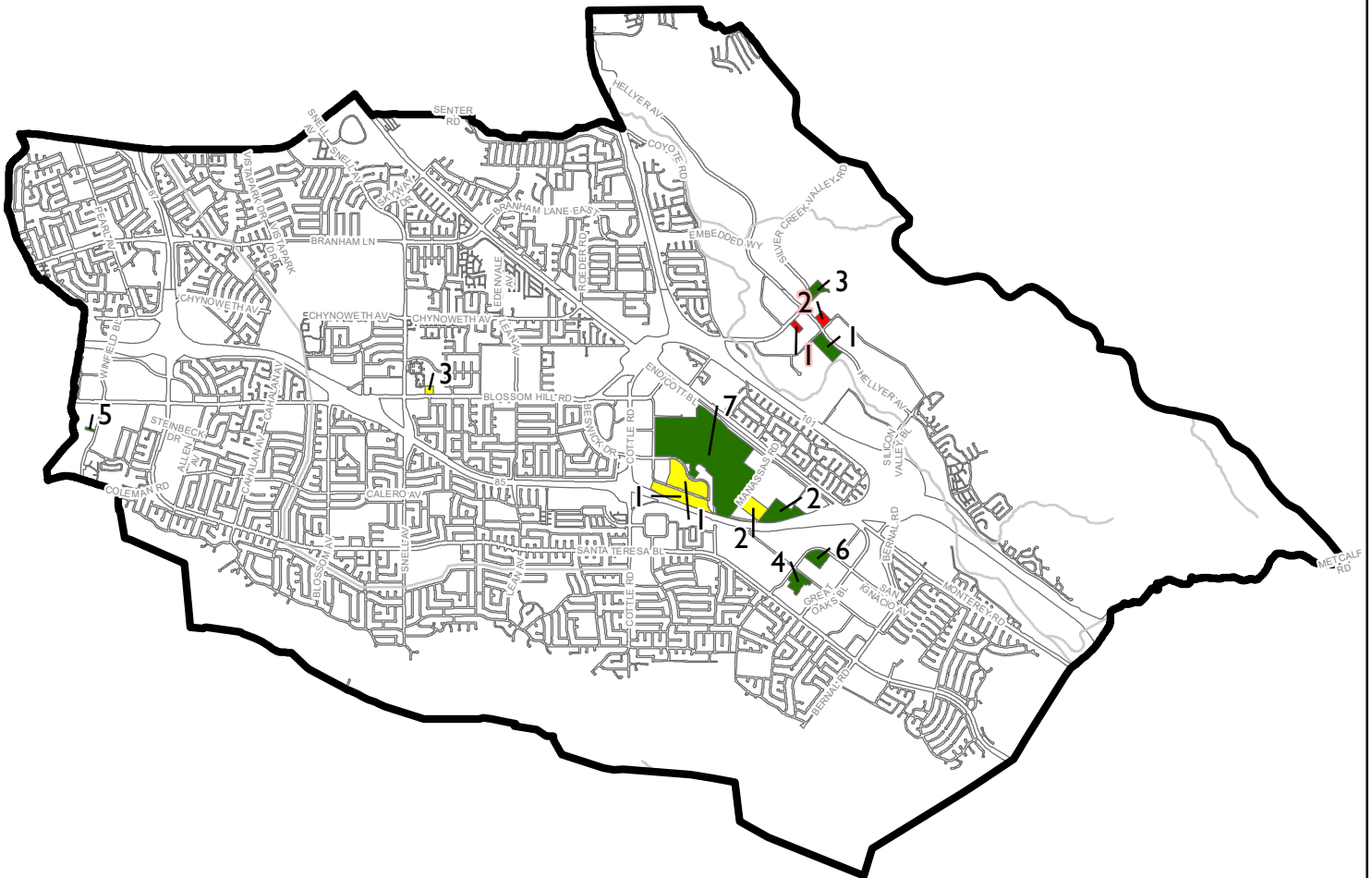
 Commercial Projects	<u>Status</u>	 Industrial Projects	<u>Status</u>
1. Amaden Ranch Hotel	Completed	1. Samaritan Medical Phase 1	Approved
Total Commercial Square Feet = 56,032		Total Industrial Square Feet = 350,000	
 Residential Projects	<u>Status</u>		
1. Union Assisted Living	Pending		
Total Residential Units = 152			

<div></div>	Residential Projects	<div></div>	Industrial Projects
1.	The James	C	1. River Corp Center III C
2.	808 West Apartments.	C	2. Adobe North Tower UC
3.	Aura	C	3. DiNapolo Office UC
4.	2nd Street Studios	C	4. 335 West San Fernando St A
5.	Sparq	C	5. Diridon TOD (Office) A
6.	Vespaio @ Diridon (Residential)	C	6. Akatiff A
7.	Villas on the Park	C	7. Oakland Rd Self Storage A
8.	The Graduate	C	8. 970 McLaughlin Industrial A
9.	San Pedro Square	UC	9. Google Downtown P
10.	Silvery Towers Apts	UC	West Mixed Use Plan (Office)
11.	777 Park Ave	UC	10. Museum Place (amendment) P
12.	Modera	UC	11. South Almaden Office P
13.	Ohlone Block C	UC	12. Davidson Towers P
14.	Ohlone Block B.	UC	13. Fountain Alley Office P
15.	Shea Homes/Japantown Corp Yard	UC	14. City View Plaza P
16.	Miro	UC	Total Industrial Square Feet
17.	Sparta	UC	= 15,744,989
18.	363 Delmas Avenue	UC	
19.	Julian/Stockton Mixed Use	UC	
20.	North San Pedro Apt.	A	
21.	Parkview Towers	A	<div style="background-color: red; width: 50px; height: 20px;"></div> Commercial Projects
22.	NSP3 Tower	A	1. Vespaio @ Diridon (Commercial) C
23.	Montgomery 7	A	2. Miro UC
24.	Gateway tower	A	3. Julian/Stockton Mixed Use UC
25.	Oholne Mixed Use (Block A)	A	4. Creative Center for the Arts A
26.	6th Street Project	A	5. 27 West (Retail) A
27.	Diridon TOD	A	6. Almaden Corner Hotel A
28.	Park Delmas	A	7. Tribute Hotel A
29.	777 West San Carlóst St.	A	8. Stockton Ave Hotel P
30.	Grehound Residential	A	9. Hotel Clariana Addition P
31.	7th & Empire	A	10. 995 Oakland Road Hotel P
32.	750 W. San Carlos St.	A	11. West San Carlos Hotel P
33.	425 Auzerais Avenue	A	12. Stockton Ave Hotel (2) P
34.	Page Street Housing	A	13. South Almaden Office (retail) P
35.	Post & San Pedro Tower	A	14. Google - Downtown West P
36.	27 West	A	Mixed Use
37.	Balbach Affordable Housing	A	Total Commercial Square Feet
38.	Spartan Keyes Senior Housing	A	= 1,768,590
39.	Roosevelt Park Apartments	A	
40.	Garden Gate Tower	A	
41.	S. Market Mixed Use	A	
42.	McEvoy Affordable Housing	A	
43.	StarCity (Co-Living)	A	
44.	543 Lorraine Ave Mixed Use	P	
45.	Carlylse	P	
46.	4th Street Housing	P	
47.	Race Street housing	P	
48.	Meridian mixed Use	P	
49.	W. San Carlos Mixed use	P	
50.	Kelsey Ayer	P	
51.	750 W. San Carlos	P	
52.	1301 West San Carlos.	P	
53.	Virginia Studios	P	
54.	Google/Downtown West	P	** C (constructed).
55.	Eden Housing	P	UC (under construction),
56.	Dahlia apartments	P	A (approved planning permits,
57.	4th an Younger Apartments	P	P (pending planning permit))

*Symbol size is related to percentage of total square footage for Industrial and Commercial and total units for Residential.

Edenvale Planning Area

Major Development Activity



Residential Projects

Status

- | | |
|---------------------------------------|--------------------|
| 1. South Village (Hitachi) | Under Construction |
| 2. Istar/Great Oaks | Under Construction |
| 3. Blossom Hill Affordable Apartments | Approved |

Total Dwelling Units = 531

Commercial Projects

Status

- | | |
|-----------------------------------|----------|
| 1. Silver Creek Valley Road Hotel | Approved |
| 2. Piercy Hotel | Approved |

Total Commercial Square Feet = 193,195

Industrial Projects

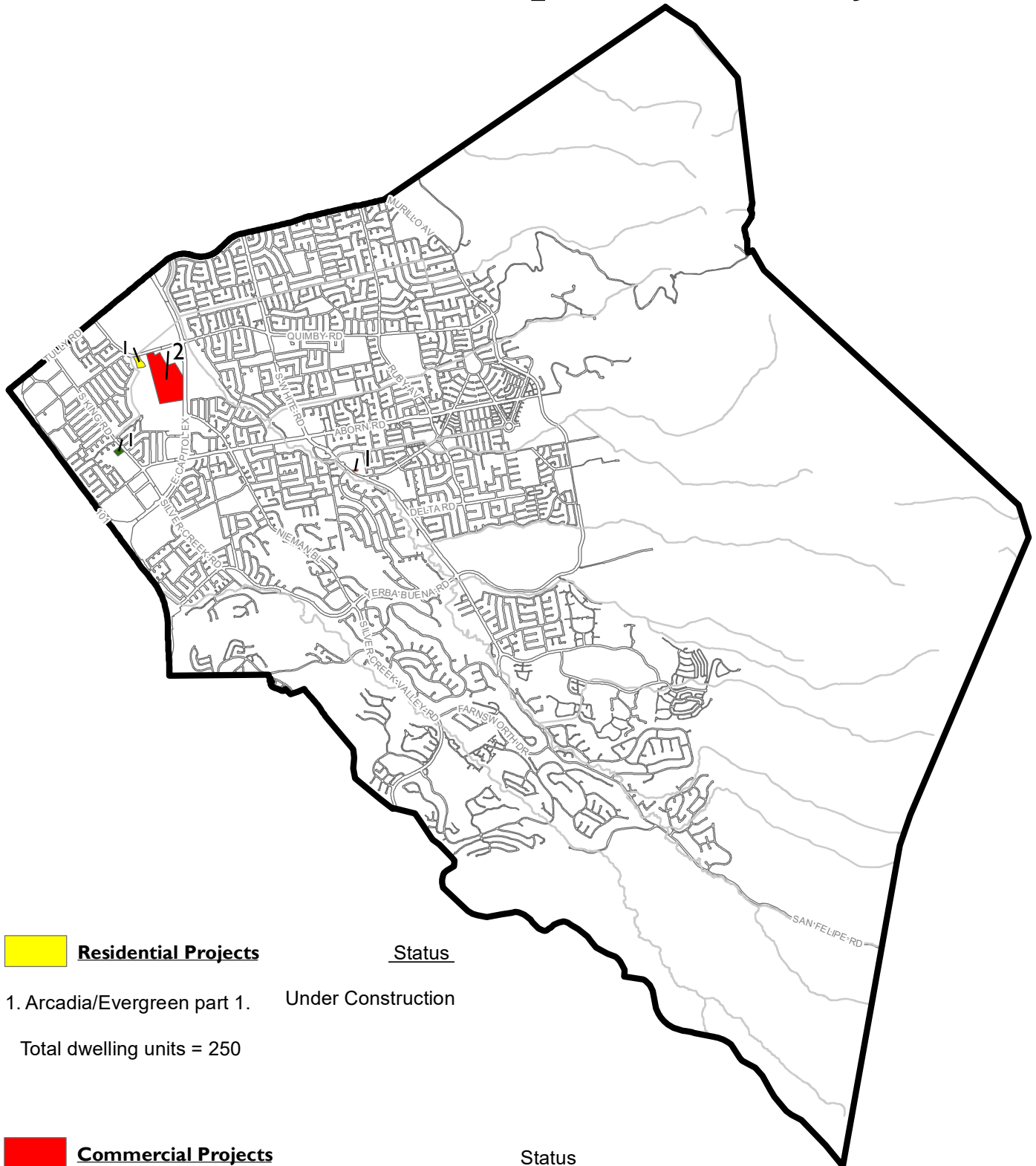
Status

- | | |
|--------------------------------------|--------------------|
| 1. Piercy Warehouse | Completed |
| 2. Equinix(iStar) | Completed |
| 3. Edenvale Self Storage Facility | Under Construction |
| 4. Equinix Data Center | Under Construction |
| 5. Winfield Self Storage | Approved |
| 6. San Ignacio Data and Office | Approved |
| 7. Western Digital Great Oaks Campus | Approved |

Total Industrial Square Feet = 1,752,217

Evergreen Planning Area

Major Development Activity



Residential Projects

Status

1. Arcadia/Evergreen part 1. Under Construction

Total dwelling units = 250



Commercial Projects

Status

1. Oakmond Residential Care Under Construction
2. Evergreen Circle Costco Approved

Total Commercial Square Feet = 301,494



Industrial Projects

Status

1. Self-storage (King Rd) Approved

Total Industrial Square Feet = 198,000

North Planning Area

Major Development Activity



Commercial Projects

1. Hampton Inn/Holiday Inn
2. Hyatt Place
3. Hilton Garden Inn
4. Coleman Hotel

Status

- Completed
- Completed
- Under Construction
- Approved

Total Commercial Square Feet = 585,852



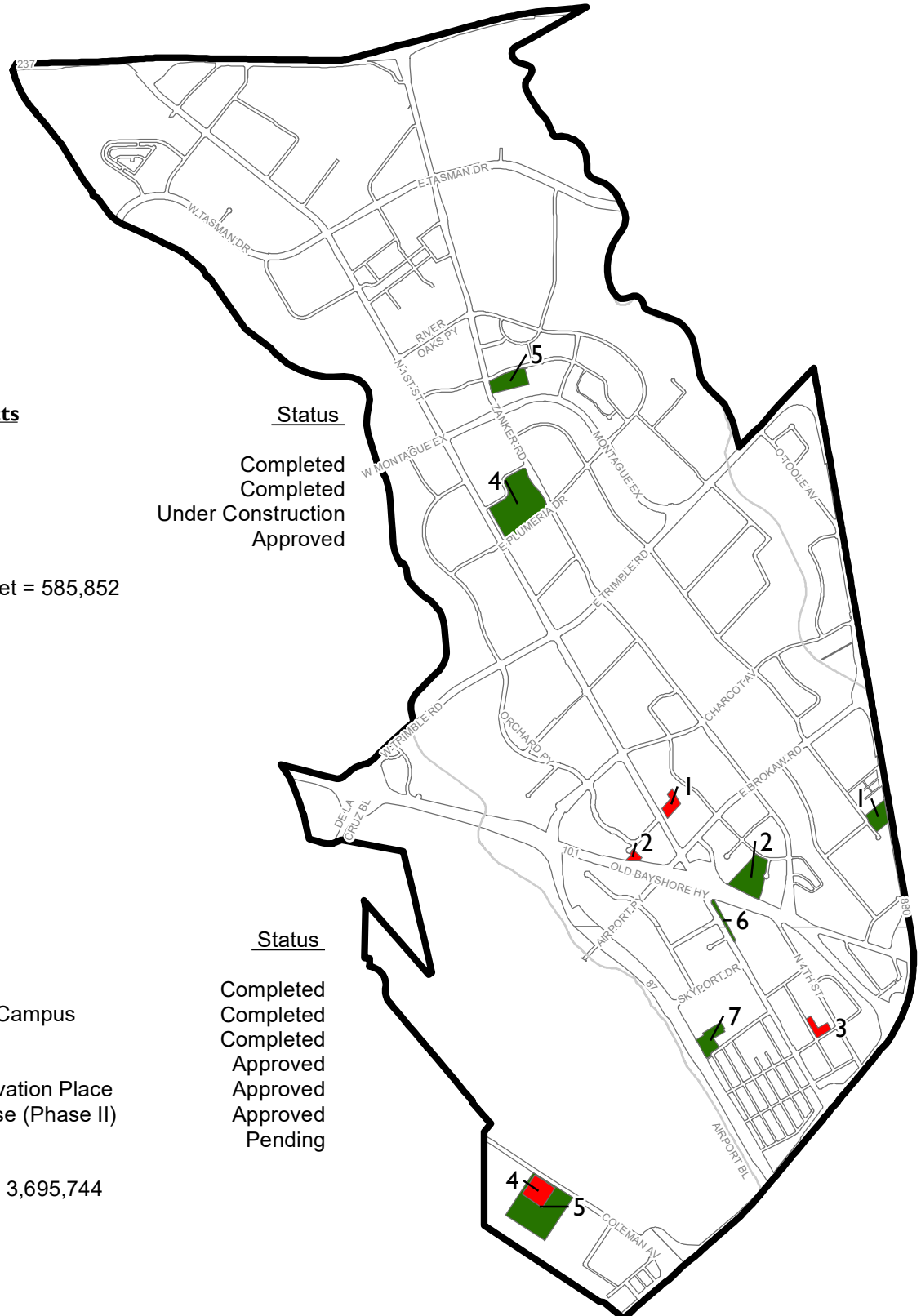
Industrial Projects

1. SAF Keep Storage
2. Peery Arrillaga Brokaw/1st Campus
3. Coleman Highline Office
4. The Station on N. 1st
5. Broadcom Expansion/ Innovation Place
6. Bay 101 Casino & Mixed Use (Phase II)
7. Cloud 10 Skyport Plaza

Status

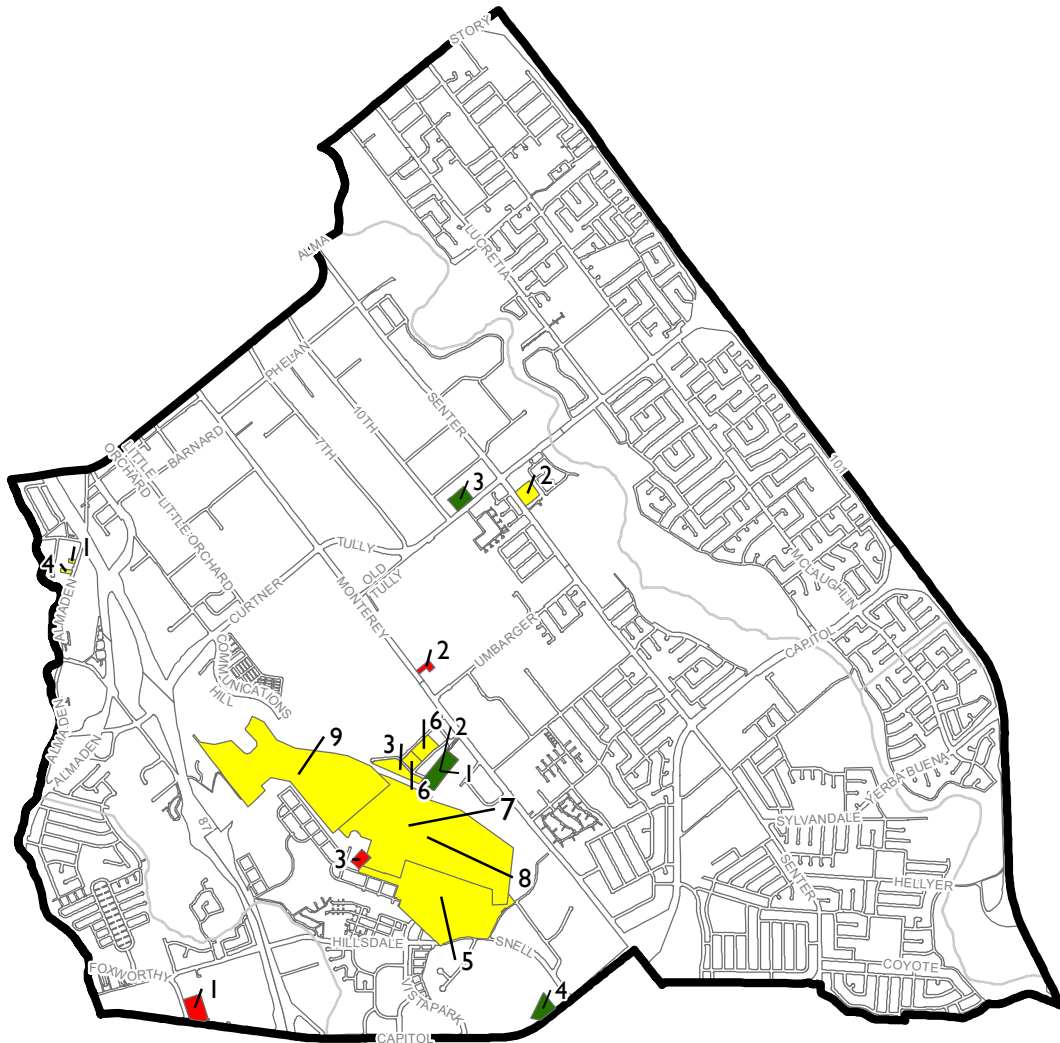
- Completed
- Completed
- Completed
- Approved
- Approved
- Approved
- Pending

Total Industrial Square Feet = 3,695,744



South Planning Area

Major Development Activity



Residential Projects

	<u>Status</u>
1. Scotia Apartments	Constructed
2. Renascent Place	Constructed
3. Murano at Montecito Vista	Under Construction
4. 1807 Almaden Rd	Under Construction
5. Communication Hill (Phase 1)	Under Construction
6. Vicenza at Montecito Vista	Under Construction
7. Communication Hill (Phase 2)	Under Construction
8. Comm Hill Village Center	Under Construction
9. Communication Hill (Phase 3)	Pending

Total Dwelling Units = 2,663

Commercial Projects

	<u>Status</u>
1. Capitol Toyota	Constructed
2. Holiday Inn	Under Construction
3. Communication Hill	Approved

Total Commercial Square Feet = 377,386

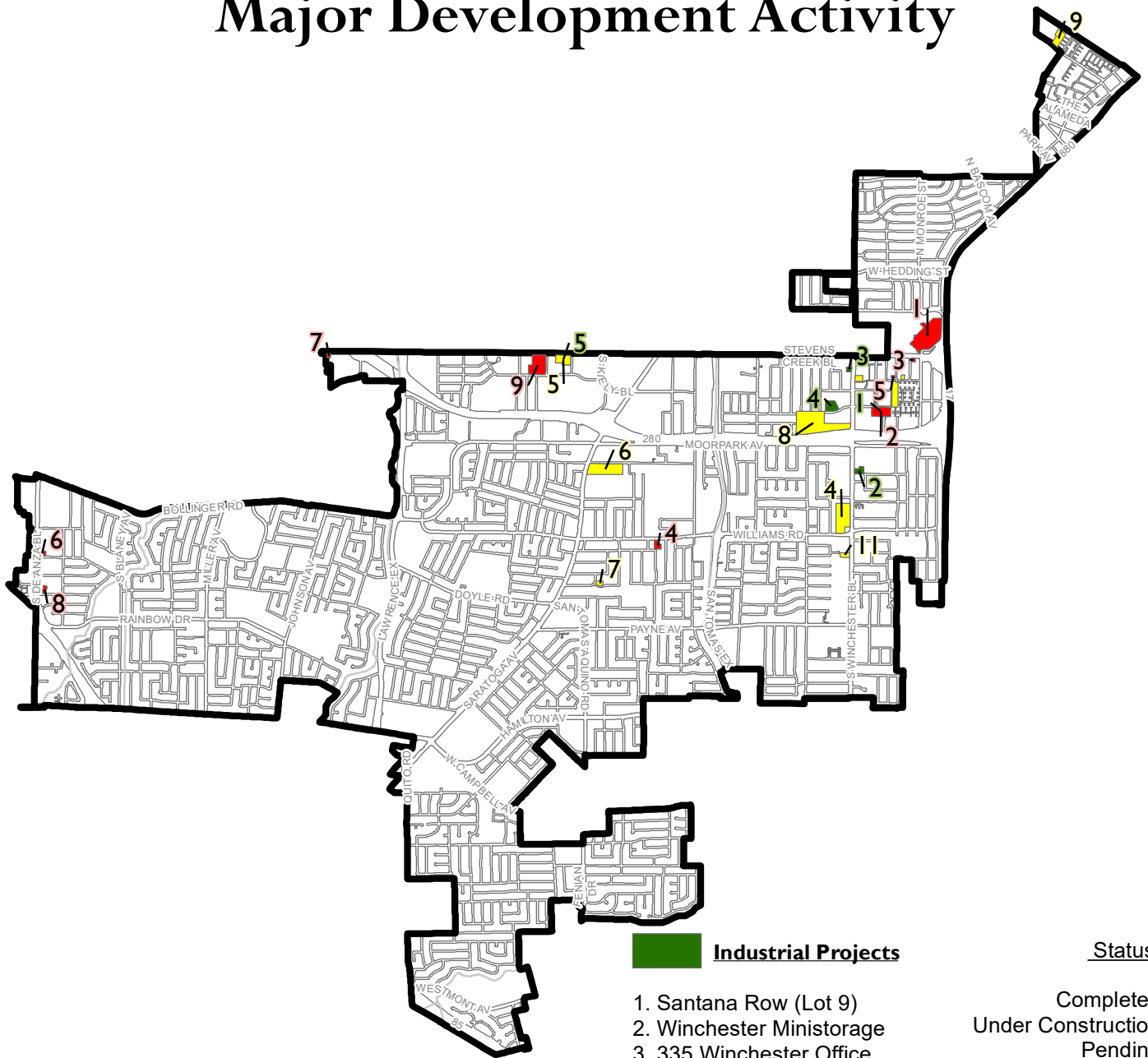
Industrial Projects

	<u>Status</u>
1. Monterey Rd Self Storage	Under Construction
2. 2829 Monterey Distribution	Approved
3. 475 Tully Road Mini Storage	Pending
4. 231 Capitol Public Storage	Pending

Total Industrial Square Feet = 443,148

West Valley Planning Area

Major Development Activity



Residential Projects

	<u>Status</u>
1. Volar (Residential)	Approved
2. Santana Row Lot 17	Approved
3. Santana Row Lot 12	Approved
4. The Reserve	Under Construction
5. Stevens Creek Lopina Signature Project	Approved
6. Saratoga Ave Mixed Use	Approved
7. Mitzi Place	Pending
8. Winchester Ranch	Approved
9. Santa Clara University Mixed Use Housing	Pending
10. Hemlock Mixed Use	Pending
11. S. Winchester Mixed Use	Pending

Total Dwelling Units = 3,577

Industrial Projects

	<u>Status</u>
1. Santana Row (Lot 9)	Completed
2. Winchester Ministorage	Under Construction
3. 335 Winchester Office	Pending
4. Santana West Phase 1	Approved
5. Stevens Creek Promenade	Approved

Total Industrial Square Feet = 1,551,996

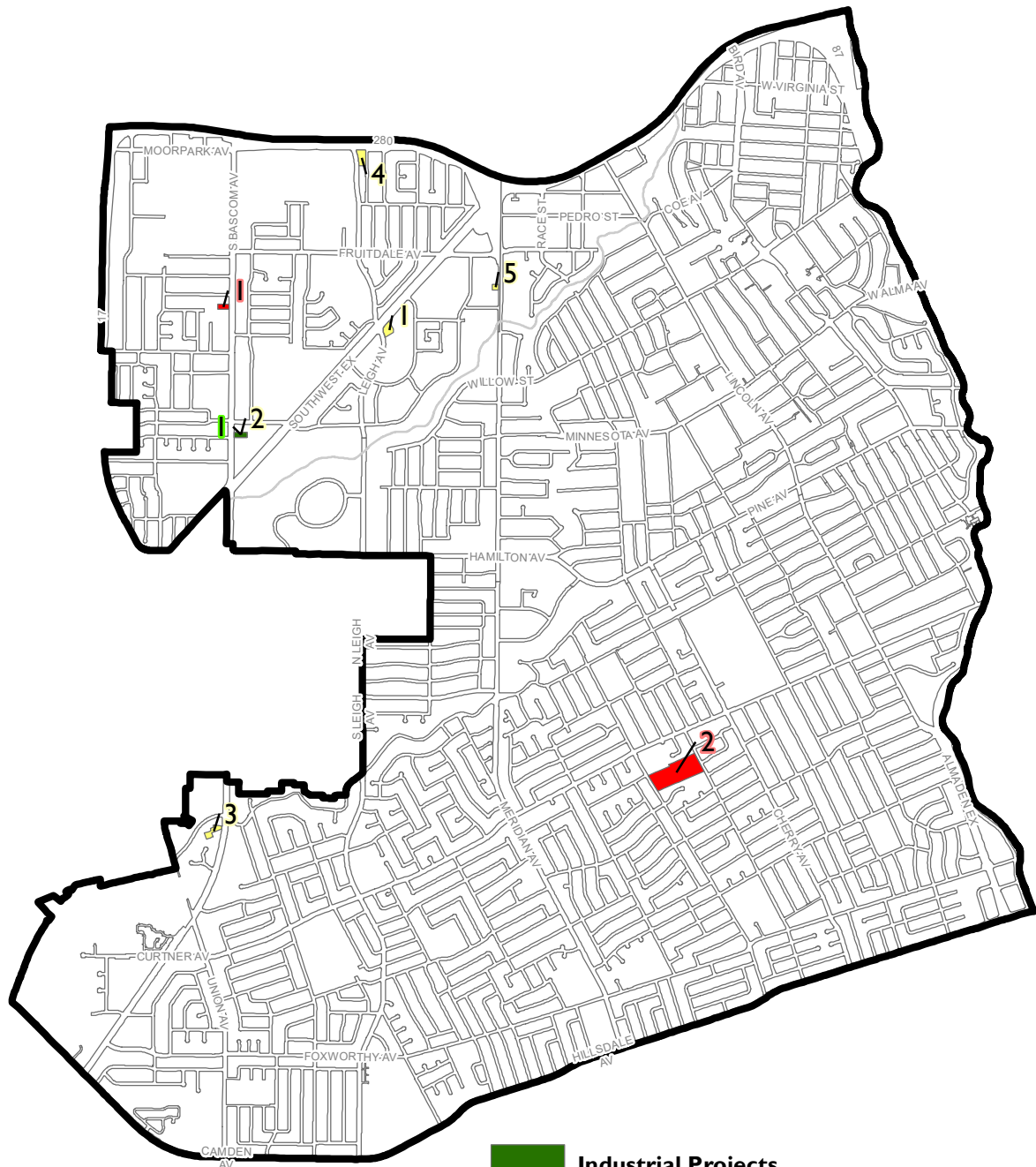
Commercial Projects

	<u>Status</u>
1. Valley Fair Expansion	Under Construction
2. Santana Row Commercial (Lot 9)	Completed
3. Boutique Hotel	Approved
4. Williams Rd Residential Care Facility	Approved
5. Hotel Baywood	Approved
6. Hampton Inn (De Anza Blvd)	Under Construction
7. AC Hotel Stevens Creek Blvd	Approved
8. Holiday Inn Express & Suites (Bark Ln)	Approved
9. Mercedes Dealership Expansion	Pending

Total Commercial Square Feet = 1,253,178²⁵

Willow Glen Planning Area

Major Development Activity



Residential Projects

Status

- | | |
|--------------------------------|--------------------|
| 1. Leigh Ave Apartments | Under Construction |
| 2. Bascom Gateway Station | Approved |
| 3. Bascom Residential Care | Pending |
| 4. Moorpark Supportive Housing | Pending |
| 5. Roem Affordable Housing | Pending |

Total Dwelling Units = 1,130



Industrial Projects

Status

- | | |
|----------------------------------|----------|
| 1. South Bascom Gateway Station* | Approved |
|----------------------------------|----------|

Total Industrial Square Feet = 213,500



Commercial Projects

Status

- | | |
|---|--------------------|
| 1. Holden Assisted Living on Bascom | Under Construction |
| 2. Presentation High School Master Plan | Pending |

Total Commercial Square Feet = 262,270

VII. APPENDIX: SOURCES

The Department of Planning, Building and Code Enforcement utilized a variety of information sources in the preparation of this report. These sources are described below.

Data Collection and Analysis

The Department's development project database was the primary initial resource for information on applications submitted to the City. Spreadsheets and Geographic Information Systems (GIS) were also used to manage and display this empirical information in a more readily comprehended format. Architectural drawings, aerial photographs, and fieldwork were also used to evaluate site-specific issues that could have affected the anticipated cost or timing of a project's construction.

Planning staff conducted and/or participated in a series of interviews/discussions with people with a variety of perspectives, including City staff processing development applications, developers or their representatives, and others working in the development industry or related fields.

Review of Publications

Planning staff consulted several publications that made contributions to the preparation of this report, including: the Yardi Matrix *Multi-family San José Report* – Winter 2020, Colliers *Silicon Valley 2019 Q4*, *2019 Market Forecast Reports*, and Cushman & Wakefield's *Marketbeat* reports.

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APPENDIX E
San Jose Water
Recycled Water Master Plan – 2022 Update
Wholesaler-Retailer Agreement for Supply of Recycled Water
including First and Second Amendments

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**WHOLESALE - RETAILER AGREEMENT
FOR SUPPLY OF RECYCLED WATER**

**BETWEEN CITY OF SAN JOSE
AND
SAN JOSE WATER COMPANY**

This Agreement is made and entered into of this 8th day of July 1997, (Effective Date) between the City of San Jose, hereinafter referred to as "Wholesaler", and the San Jose Water Company, hereinafter referred to as "Retailer". Wholesaler and Retailer may be referred to herein individually as a "Party" or collectively as the "Parties" or "Parties to this Agreement".

RECITALS

WHEREAS:

- A. Wholesaler is Party to an agreement entitled "Agreement Between San Jose and Santa Clara Respecting Sewage Treatment Plant", dated May 6, 1959, and subsequently amended, concerning a jointly owned Publicly Owned Treatment Works now called the San Jose/Santa Clara Water Pollution Control Plant (WPCP); and
- B. Wholesaler has certain authority as the Administering Agency under the 1959 Agreement and as such is entitled to exercise all powers common both to the City of San Jose and the City of Santa Clara with respect to the WPCP; and
- C. The WPCP regulatory permit requires development of a nonpotable water recycling program; and
- D. The WPCP is permitted by the State of California San Francisco Bay Regional Water Quality Control Board to distribute and use treated effluent as recycled water; and
- E. Wholesaler is supporting the development and construction of a regional recycled water distribution system, with a design capacity of approximately 21.1 million gallons per day (MGD), for the area shown on Exhibit A which is attached hereto and incorporated by reference herein; and

- F. Retailer is a public utility subject to the jurisdiction of the California Public Utilities Commission ("Commission"), and duly authorized to serve recycled water in accordance with Title 22 of the California Administrative Code and the California Department of Health Services; and
- G. Retailer is a private corporation organized and existing pursuant to the laws of the State of California. Retailer purveys water for residential, industrial, commercial, public agency, agricultural and other uses, within Retailer's service area on file with the Commission; and
- H. The parties have differing interpretations concerning how State law, including but not limited to Public Utilities Code Section 1501 et seq. ("Service Duplication Law"), affect the rights and obligations of the parties with respect to distribution of nonpotable recycled water by Wholesaler within Retailer's filed service area boundaries; and
- I. Wholesaler will determine, fund (subject to appropriation), and provide for construction of the most cost effective extensions of a recycled water distribution system to allow retailers and customers within the area shown on Exhibit A to plan for extensions and promote increased delivery of recycled water in accordance with the diversion needs of the WPCP; and
- J. Recycled water to be delivered by the Wholesaler will be an interruptable supply suitable for "non-potable unrestricted use," in accordance with Title 22 of the California Administrative Code and the California Department of Health Services; and
- K. Retailer wishes to acquire recycled water produced by the WPCP to sell to retail customers located within the portion of Retailer's filed service area which is located within the area shown on Exhibit A.

AGREEMENT PROVISIONS

For and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE A. INTRODUCTORY PROVISIONS

1. Definitions

When used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- (a) "Fiscal Year" shall mean each 12-month period during the term of this Agreement commencing July 1 of one year and terminating June 30 of the next succeeding year, both dates inclusive.
- (b) "Each Retailer", or "Other Retailer", shall mean any entity, public or private, contracting with Wholesaler for a supply of recycled water.
- (c) "Point-of-Connection" shall mean the recycled water customer retail meter.
- (d) "Customer Service Rules" means the set of rules, procedures and regulations promulgated by Wholesaler and adopted by Retailer for the receipt and use of recycled water by customers.

2. Term

This Agreement shall commence on the Effective Date. However, no recycled water shall be provided hereunder until the later of:

- (a) The effective date of Retailer's service agreement, if such service agreement is required, with its first retail customer for recycled water; or
- (b) The effective date of the Commission's approval of the Retailer's water service agreements with its first recycled water customer, if such approval is required; or
- (c) The effective date of a tariff schedule authorizing rates, charges, and conditions for Retailer to provide recycled water service to its retail customers (if required by the Commission in lieu of or in addition to the Retailer's water service agreements with the retail customers).

3. Termination

This Agreement shall be effective for an initial term of five (5) years and shall thereafter be automatically renewed for additional terms of five (5) years each, unless either party has given written notice of intent to terminate the Agreement to the other party at least ninety (90) days prior to expiration of the term, or by either party upon 60 day written notice

4. Effect of Termination on Rights and Obligations of the Parties

Nothing contained in this Agreement shall be construed to constitute a waiver or release by either party of any claim, demand, cause of action, defense or immunity that it may have with respect to distribution of nonpotable recycled water by Wholesaler within Retailer's filed service, after the expiration or of termination of this Agreement.

ARTICLE B. RECYCLED WATER SERVICE PROVISIONS

1. Recycled Water Delivery Limitations

- (a) Retailer understands and acknowledges that Wholesaler is charged with the responsibility to operate its sewerage systems in a manner which it determines to be most beneficial to the users thereof. The rights of Retailer to recycled water under this Agreement pertain only to the recycled water which actually is produced by Wholesaler. Nothing contained herein shall be construed to qualify in any manner Wholesalers 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. No such determination which reduces the availability of recycled water to Retailer shall be made unless the Wholesaler has given Retailer at least 60 days advance written notice of such proposed determination and has offered Retailer an opportunity to meet and confer on the issue. Any right of Retailer to recycled water pursuant to this Agreement shall be subordinate to the rights and responsibilities of Wholesaler as herein set forth.
- (b) Nothing herein shall be construed to commit any portion of the recycled water from the WPCP beyond that which will be delivered by Retailer to its customers for reasonable beneficial uses.
- (c) Wholesaler intends to make available only that recycled water from the WPCP in quantities which will not in aggregate exceed those which will be produced at the WPCP. However, any circumstances beyond the Wholesaler's control which cause a reduction in the flow available from the WPCP may, at the discretion of the

Wholesaler, result in a temporary or permanent decrease in recycled water available to Retailer under this Agreement in such amounts as the Wholesaler determines are necessary in order to fairly allocate any such reduced flow among all retailers of recycled water from the WPCP. The Wholesaler shall allocate reduced flow among each Retailer of the recycled water produced by the WPCP in proportion to the actual use by each Retailer in the previous fiscal year of recycled water produced by the WPCP, subject to the preexisting rights of others which preclude such an allocation. The reduced availability will continue in effect until such time as the WPCP and recycled water transmission and distribution system have been restored to normal capacity.

- (d) If Wholesaler ceases delivering recycled water to Retailer, or interrupts delivery of recycled water without any schedule for recommencing delivery to Retailer, during the term of this Agreement, Wholesaler shall pay the cost of connecting or reconnecting Retailer's customers' facilities to Retailer's domestic potable water distribution facilities.

2. Recycled Water Delivery Schedules

- (a) Subject to the provisions hereafter set forth, Wholesaler agrees to make available each fiscal year (July 1 through June 30) during the term hereof to Retailer, recycled water produced at the WPCP. The Retailer shall not be required to accept a minimum amount of recycled water over any period of time.
- (b) For Wholesaler operating and planning purposes, Retailer will cooperate to provide Wholesaler with Retailer's estimated monthly delivery demand for recycled water for the ensuing year and such other information reasonably as Retailer may have available to assist Wholesaler in determining projected annual deliveries for the next ensuing 5 years. Information provided by Retailer concerning estimated demand shall not constitute a commitment by Retailer to accept any amount of recycled water.
- (c) The non-binding, target recycled water delivery schedule for fiscal years 1998-99 through 2001-02 is set forth in Exhibit B, attached hereto and by this reference made a part hereof. This contract is not to be construed as an agreement by Retailer to participate in any way in a Phase II program.

3. Metering and Measurement of Flows

- (a) Retailer agrees to install customer meters meeting local and state requirements at no expense to the Wholesaler for the purpose of measuring the quantity of recycled water delivered and utilized by the retail customers pursuant to this Agreement.
- (b) Wholesaler agrees to size customer service lines to meet or exceed the customer's projected estimated recycled water demand.
- (c) Wholesaler agrees to provide daily operating water pressures at the Retailer's meters between 45 and 120 psi.
- (d) Retailer agrees to inform the Wholesaler in writing of the total quantity of recycled water provided each quarter to each individual service connection where Retailer provides the recycled water.
- (e) Retailer agrees to permit Wholesaler access to meters and records which measure and register recycled water flow for purposes of verifying the quantity of recycled water delivered.
- (f) Wholesaler may measure all recycled water delivered to Retailer. This wholesale delivery (master) metering will be in addition to any retail (customer) metering conducted by the Retailer; it is agreed that Retailer metering shall govern quarterly billing and measure all recycled water delivered to Retailer. The Retailer metering shall also be used for reporting recycled water usage to regulatory agencies.

4. Recycled Water Quality

- (a) Wholesaler agrees that all recycled water to be delivered by it to Retailer pursuant to the terms of this Agreement will be of such quality that the same may be used for all purposes allowed for disinfected tertiary recycled water. Wholesaler agrees that the recycled water to be delivered to Retailer pursuant to this Agreement shall conform to the quality requirements set forth in the then current disinfected tertiary recycled water quality and monitoring regulations specified in Title 22, Division 4, Chapter 3: Wastewater Reclamation Criteria (California Code of Regulations), as further regulated by the California Regional Water Quality Control Board - San Francisco Bay Region, the California Department of Health Services and all other federal, state and local agencies having jurisdiction over recycled water quality, and as such are subsequently amended from time to time.

- (b) During the term of this Agreement, Wholesaler shall pay all costs imposed by any and all governmental agencies having jurisdiction over the quality or use of recycled water for the issuance of any permits, licenses or approvals required for the production, treatment, distribution or sale of Wholesaler's recycled water. Wholesaler further shall be responsible for paying any charges, fees, surcharges, assessments or other sums, if any, imposed upon the production, distribution, or sale of Wholesaler's recycled water by the Santa Clara Valley Water District.
- (c) Both Parties recognize that factors beyond the control of Wholesaler could cause operational difficulties at the WPCP resulting in the temporary production of recycled water which does not meet the current requirements for disinfected tertiary recycled water established by the RWQCB, Title 22 or Title 17 of the California Administrative Code and the California Department of Health Services or other regulatory agencies for the Retailer's customers intended uses. In such cases, the Wholesaler shall temporarily suspend Retailer's right to recycled water from Wholesaler's facilities. Wholesaler shall use its best efforts to re-establish the production of recycled water of a suitable quality as soon as reasonably possible and shall re-establish Retailer's supply of such water accordingly.
- (d) Wholesaler shall immediately notify Retailer if recycled water from the WPCP does not meet or has not met for any period of time the current applicable regulatory requirements or if deliveries of recycled water will be suspended. Such notice shall be given verbally to Retailer, telephone (408-279-7807 between 8:00 a.m. - 4:30 p.m. weekdays, or the Retailer's Emergency Operator, telephone (408-279-7900) after hours, weekends, and holidays, with a follow-up written confirmation by personal delivery or FAX (408-292-5812) on the same day verbal notice is given, or on the next business day if verbal notice is not given during business hours. Retailer may change the numbers for provision of verbal notice and fax confirmation by providing written notice of such change to Wholesaler.

5. Recycled Water Limitation of Use

- (a) Recycled water delivered from the WPCP pursuant to terms hereof has limited uses, and Retailer agrees to provide the recycled water it receives hereunder only to retail customers where the Wholesaler has previously represented that the Customer's uses or purposes

are legally permissible under the laws of the state and the directives of the all appropriate regulatory agencies.

- (b) Wholesaler shall promulgate and enforce rules and regulations governing the use of recycled water resold by Retailer to Customers (herein known as Customer Service Rules, or "CSR"). Wholesaler shall pay all costs incurred in the drafting and preparation of the CSR. Wholesaler shall obtain all requisite certifications and approvals from all federal, state and local agencies having jurisdiction of the production, quality and use of recycled water, including but not limited to the California Regional Water Quality Control Board, San Francisco Bay Region and the State of California Department of Health Services, that such CSR comply with the regulations, requirements and orders of such regulatory agencies. Wholesaler shall transmit to Retailer such approved CSR for adoption by Retailer and Retailer shall, within ninety (90) days after receipt thereof, incorporate the CSR into Retailer's promulgated rules and regulations governing the distribution, delivery and sale of water within the service boundaries of Retailer. Promptly upon adoption, Retailer shall transmit to Wholesaler Retailer's adopted CSR, and Retailer shall notify Wholesaler of any amendments to or modifications of the CSR adopted by Retailer. Should Wholesaler choose to make reasonable amendments or modifications to the CSR not contrary to this Agreement, or be required by any governmental agency exercising jurisdiction of the distribution, sale or use of the recycled water to modify or amend the CSR, Wholesaler shall promptly furnish such modifications or amendments to Retailer; and Retailer shall, after being provided a ninety (90) day period in which to review, comment upon, and/or meet and confer with Wholesaler regarding proposed modifications or amendments, incorporate such modifications or amendments into Retailer's adopted rules and regulations.
- (c) Retailer shall include in its promulgated rules and regulations a requirement that any new or future customer of recycled water permit representatives of Wholesaler and Retailer to enter the premises of the Customer at all reasonable times for the purpose of monitoring, inspecting, analyzing and observing the Customer's on-site water facilities and the utilization practices of the customer of recycled water.
- (d) Wholesaler shall monitor the use of recycled water by customers to safeguard against misuse or improper application by the customer or the public at large.

6. Permits

This Agreement is conditioned on obtaining the necessary permits relating to the use of recycled water and the development and construction of a regional recycled water distribution system. Each of the Parties undertakes and agrees, severally and jointly as appropriate, to file any and all applications and undertake such proceedings as may be necessary to enable each Party to carry out the undertakings contemplated herein, and to pursue each application and proceedings in good faith and due diligence. Wholesaler will act as lead agency in obtaining, complying with, and maintaining these permits. However, both Wholesaler and Retailer are responsible, where applicable, to comply with the regulations set forth in these permits. Wholesaler shall be responsible for all initial permits and inspections for Customers' on-site facilities.

ARTICLE C. RECYCLED WATER FACILITIES

1. Construction of Facilities

- (a) Recycled water delivered to Retailer pursuant to this Agreement shall be provided by Wholesaler through treatment and distribution facilities constructed in part within the portion of Retailer's filed service area which is located within the areas shown on Exhibit A. Wholesaler agrees to provide Retailer, on an annual basis, with a list of the recycled water capital projects included in Wholesaler's capital budget for the ensuing fiscal year.
- (b) Wholesaler agrees to provide service taps from its distribution facilities as well as service lines to each of Retailer's customer meters (point-of-connection), from which recycled water may be received by Retailer for sale to Retailer's retail customers. Retailer shall purchase and install Customer meters.
- (c) Wholesaler agrees and warrants that it will not allow or cause to occur cross connections between the recycled water distribution system and the potable system of Retailer during the construction, extension or modification of transmission, distribution or customer recycled water pipelines or facilities within Retailer's service area.
- (d) Wholesaler shall ensure that backflow prevention devices and such other devices and equipment as may be required by the RWQCB, Title 22 of the California Administrative Code, the California Department of Health Services or other regulatory agencies for the protection of the potable water supply are installed on customer's premises, at no cost or expense to Retailer, prior to the commencement of deliveries of recycled water to a particular

connection point. Wholesaler shall provide for separate marking of the non-potable recycled water system in accordance with industry standards and regulations in existence as of the date of this Agreement.

- (e) Wholesaler may make funds available for the design and construction of necessary customer retrofits to convert Retailer's customers' on-site facilities for the use of recycled water. Customers will also have the option of funding their own design and construction of the necessary retrofits. Any recycled water customer receiving a loan from the Wholesaler for the retrofit of its recycled water system will be billed by the Wholesaler. Retailer shall have no obligations with respect to payment collection from customers receiving loans from Wholesaler.
- (f) This Agreement does not address the rights and obligations of the parties in the event that relocation of Retailer's potable water facilities located City of San Jose public streets is necessary to allow construction of Wholesaler's facilities; the rights and obligations of the parties in the event that relocation is necessary shall be determined under provisions of law existing at the time relocation is required.

2. Extension of Facilities

- (a) Wholesaler shall review all recycled water pipeline extensions proposed by any customer or Retailer. In the event a customer or Retailer requests the Wholesaler to construct or fund a recycled water pipeline extension, the Wholesaler shall determine in its sole discretion whether to do so. All construction or funding of extensions by Wholesaler will be approved and ranked using uniform selection criteria set at the sole discretion of Wholesaler. The selection criteria shall include, but may not be limited to, an analysis of the marginal cost (including both capital and O&M cost estimates) of the proposed pipeline extension and the amount of recycled water projected to be sold along the pipeline extension. Funding, if any, by Wholesaler shall be within the WPCP capital budget and will be subject to Treatment Plant Advisory Committee and City of San Jose Council appropriations and approvals. Subject to funding, the Wholesaler shall publish each fiscal year the capital budget for recycled water distribution pipeline extensions to be funded by Wholesaler.

- (b) Additional funding for recycled water pipeline extensions may be funded by a customer. In the event a customer funds a portion or all of the costs for construction of a recycled water pipeline extension, Wholesaler shall hold title to all said extension facilities and to all appurtenances up to the points of connection. Service to, operation and maintenance of extension facilities shall be subject to all other provisions of this Agreement.

3. Ownership, Operation and Maintenance of Facilities

- (a) Except as subject to any other agreements, Wholesaler agrees to own, operate and maintain at no cost to Retailer, all transmission and distribution facilities covered by this Agreement up to the points of connection.
- (b) Retailer agrees to own, operate and maintain at no cost to Wholesaler, its water meters required to receive at the point of connection the recycled water for delivery to Retailer's retail customers
- (c) Customers shall own, operate and maintain all on-site facilities for the use of recycled water, subject to any security interest Wholesaler may have from outstanding retrofit loans.
- (d) Wholesaler agrees and warrants that it will not allow or cause to occur any cross-connections between the recycled water system and the potable system of Retailer during the operation, maintenance, reconstruction or repair of the transmission or distribution pipelines within Retailer's service area.
- (e) Wholesaler recognizes the special quality considerations relating to recycled water and Wholesaler shall perform its maintenance, repair and replacement responsibilities in a prompt, timely and efficient manner and in accordance with industry standards for customer service, skill and workmanship. Retailer retains the right, upon at least ten (10) days written notice to Wholesaler, to make repairs to recycled water facilities within the service area boundaries of Retailer if they are not made by Wholesaler in a timely and efficient manner. Retailer shall receive a credit, to be applied against the payments due Whole-saler under this agreement, for the costs incurred by Retailer for necessary maintenance, repair and replacement activities actually undertaken by or on behalf of Wholesaler after the expiration of the notice period, which costs shall include the actual labor, material and equipment cost, plus actual overhead costs.

- (f) Wholesaler shall be responsible for compliance with all discharge limits and reporting requirements for recycled water as established by any federal, state or local agency, including but not limited to the State Regional Water Quality Control Board, for any and all planned and unplanned discharges of recycled water, including but not limited to, water main flushing, water main breaks, water storage reservoir overflows or dewatering for system maintenance work. Wholesaler shall be responsible to see that recycled water operations do not create nor cause nuisance conditions that degrade the quality or designated beneficial uses of any receiving land, waterway or waters.

4. Monitoring

Retailer's responsibility for operation, management, maintenance and monitoring of facilities shall be limited to facilities under the control of the Retailer. Wholesaler agrees to accept responsibility for conformance to all other monitoring, reporting, and any other requirements assigned to the "recycled water agency" in Title 22 of the California Administrative Code and the California Department of Health Services, including customer monitoring requirements.

5. Reporting

Retailer agrees to provide Wholesaler the following reporting information and services:

- (a) Quarterly billing information, including the amount of recycled water used by each customer during the billing cycle, to be provided within 30 days of the close of each fiscal quarter, to the extent allowed by Commission regulations.
- (b) Adequate notification of Retailer start-ups and disconnections.

ARTICLE D. PAYMENT PROVISIONS

1. Recycled Water Pricing Policy

The wholesale rates for recycled water shall provide an economic incentive for use of recycled water by customers. Retail rates shall also provide an incentive for use of recycled water, subject to approval by the Commission.

2. Recycled Water Rate Review

Wholesaler shall charge for the delivery of recycled water in accordance with the rate schedule for recycled water service as such rate schedule is established by the Wholesaler and approved by the Treatment Plant Advisory Committee and approved by the City of San Jose Council. Wholesaler may review and establish said rate schedule from time to time. Retailer shall be given an opportunity to meet and confer upon the pricing policy and rate with the Wholesaler prior to setting or revision of the wholesale recycled water rate. Retailer will seek approval from the Public Utilities Commission, of retail water rates which will provide for a total cost to the customer for the recycled water that is comparable to, or less than, the total cost of the customer's existing legal water supply. Wholesaler shall be given an opportunity to meet and confer with Retailer upon the pricing policy and rate prior to submission of the rate request to Public Utilities Commission.

3. Billings

Retailer agrees to make quarterly payments for the total amount of recycled water delivered in each fiscal quarter at the unit price as determined in this Article D.

4. Time and Method of Payment

The fiscal year for the purpose of calculating payments from Retailer to Wholesaler shall be July 1 through June 30. Retailer agrees to make quarterly payments within 30 days of the receipt of invoice from Wholesaler.

5. Non-Payment Disconnection

In the event of non-payment for 60 days after mailing of invoice, unless such amount is the subject of a dispute, Wholesaler may disconnect Retailer's facilities at the points of connection and order all Retailer's facilities removed from Wholesaler property. This remedy is in addition to all other remedies provided by law.

ARTICLE E. GENERAL PROVISIONS

1. Amendments

This Agreement may be amended at any time by mutual written agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Wholesaler agrees that in the event of legally enforceable action by a cognizant governmental body,

producing a prospective change in the volume of use of recycled water by Retailer's customers, Wholesaler will make such amendments to Exhibit B of this Agreement as the circumstances may reasonably and equitably require.

2. Compliance with Laws

The parties shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments, including but not limited to ordinances of the City of San Jose. Nothing herein contained shall be construed as stopping or otherwise preventing Retailer from contesting by litigation or other lawful means the validity, constitutionality, construction, or application of any law of this state, any ordinance of Wholesaler or the City of San Jose, or any rule, regulation or practice of Wholesaler or the City of San Jose.

3. Waiver of Rights

Any waiver at any time by either Party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter. None of the covenants or agreements herein contained can be waived except by the written consent of the waiving Party.

4. Notices

All notices or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be deemed to have been given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

Wholesaler: Director, Environmental Services Department
SJ/SC Water Pollution Control Plant
700 Los Esteros Road
San Jose, California 95134

Retailer: President
San Jose Water Company
374 West Santa Clara St.
San Jose, California 95196

The address to which any notice or other writing may be given or made or sent to either Party may be changed upon written notice given by such Party as above provided.

5. Severability

If any one or more of the covenants or agreements set forth in this Agreement on the part of Wholesaler or Retailer or either of them to be performed should be contrary to any provision of law or contrary to the policy of law to such extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in no way affect the validity of this Agreement.

6. Paragraph Headings

Paragraph headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof.

7. Successors and Assigns

Subject to the provisions of the succeeding Section 8 hereof, this Agreement and all the terms, covenants, agreements, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

8. Assignment

- (a) No assignment or transfer by Retailer of this Agreement or any part hereof, or of any rights hereunder or interest herein of Retailer, shall be valid unless approved by Wholesaler, which approval Wholesaler agrees shall not be unreasonably withheld.
- (b) The foregoing provisions of this Section 8 to the contrary notwithstanding, no consent shall be required on an assignment to a Public Agency with the power of eminent domain if
 - (1) Such Public Agency expressly assumes all obligations of this Agreement; or
 - (2) Said Public Agency assumes only a portion of the obligations of this Agreement, and Retailer remains obligated for the remainder.
- (c) In the event Retailer shall sell, transfer, or convey any part or parts or its recycled water system to any entity, public or private, Retailer may assign to the purchaser thereof a portion of Retailer's rights,

privileges and obligations hereunder and, in Retailer shall be relieved of such portion of such obligations of Retailer so assigned if, following such sale, transfer, or conveyance, Wholesaler furnishes recycled water to such entity, or Wholesaler under an agreement with such entity existing prior to such sale, transfer, or conveyance, increases the amount of recycled water delivered to such entity in order to meet in part the increased recycled water requirements of such entity resulting from such sale, transfer, or conveyance.

9. Indemnification

- (a) Wholesaler shall save Retailer and its officers, agents and employees harmless from and against and shall indemnify Retailer from any liability, loss, costs, expenses or damages however caused by reason of any injury (whether to body, property, or personal or business character or reputation), including any injury based on product liability, environmental damage or contamination, or health-related claims, sustained by or to any person by reason of any act, neglect, default, or omission of Wholesaler or any of its agents, employees, or representatives, or caused by reason of the design, construction, operation or maintenance of the facilities, or the distribution and sale to Retailer for resale purposes herein of recycled water; provided that Wholesaler shall not be responsible for the negligent operation, maintenance or repair of the facilities within Retailer's service boundary by Retailer or any Customer.
- (b) If Retailer is sued in any court for damages by reason of any of the acts for which Wholesaler is required to indemnify Retailer in this agreement, but not by way of limitation, damages arising out of a products liability claim, Wholesaler shall defend said action (or cause the same to be defended) at its own expense and shall pay and discharge any and all amounts of judgment that may be rendered in any such action. Retailer shall notify Wholesaler within thirty (30) days after receipt of any claim, demand or action which may be covered by City's indemnity obligation as set forth in this Section E.9 (b).
- (c) Upon Wholesalers acceptance of the protection, defense, or indemnification of Retailer, Retailer shall cooperate in all respects with Wholesaler, and with any attorney employed by Wholesaler. Retailer further designates the individual named in Section E 4 above as the person responsible for ensuring full cooperation of Retailer with the Wholesaler's protection, defense and indemnity of Retailer. Retailer waives any right that it may have to compel Wholesaler to retain independent counsel to represent Retailer,

and specifically agrees to representation by any attorney selected by Wholesaler, including the Office of the City Attorney of the City of San Jose.

- (d) If Wholesaler fails or neglects to so defend in said action, Retailer may defend the same and any expense, including reasonable attorneys fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand, or be deemed a debt of Wholesaler to be offset against any and all revenues due Wholesaler by Retailer until such debt is discharged in full. Nothing herein is intended to nor shall it relieve Retailer or any Customer from liability for its own willful acts or active negligence.
- (e) Retailer shall save Wholesaler, its officers, agents and employees free and harmless from any and all cost liability, damages or claims arising out of any act or omission to act, including any negligent act by Retailer, its officers, agents or employees arising out of the Retailer's performance of its obligations under this Agreement.
- (f) Nothing contained herein shall be construed as a waiver of any immunities or defenses that either party may have under applicable provisions of the California Tort Claims Act (Government Code Section 810 et seq.)

10. Reasonable Cooperation

If any third Party claim is made against either or both Parties hereto relating in any way to the receipt, distribution or use of recycled water hereunder, each Party agrees to provide reasonable cooperation to the other Party under the circumstances in the defense of such claims in any proceeding, including without limitation, arbitration, judicial proceedings or administrative proceedings.

11. Integrated Agreement

There are no understandings or agreements except as herein expressly stated.

12. Dispute Resolution

Any controversies between Parties regarding the construction or application of this Agreement, and claims between the Parties arising out of this contract or its breach, shall be submitted to non-binding mediation within 30 days of the written request of one party after the service of that request on the other party. The Parties may agree on one mediator. If

they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of Santa Clara County appoint a mediator. The mediation meeting shall not exceed one day (eight hours). The Parties may agree to extend the time allowed for mediation under this Agreement. The costs of mediation shall be borne by the party requesting the mediation. Mediation under this section is a condition precedent to filing an action in any court.

13. Governing Law and Venue

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be vested exclusively in the State Courts of the county of Santa Clara, or where appropriate, in the United State District Court for the Northern District of California, San Jose, California.

14. California Public Utilities Commission Compliance


This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. All changes or modifications by the Public Utilities Commission of the State of California to this Agreement shall require mutual written agreement of the Parties.

IN WITNESS WHEREOF, Wholesaler and Retailer have each caused this Agreement to be executed on the day and year first herein above written.


APPROVED AS TO FORM:


MOLLIE J. DENT
Senior Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By: 
Nina S. Grayson
Assistant to the City Manager

APPROVED AS TO FORM:


ROBERT LOEHR, ESQ.
SAN JOSE WATER COMPANY

SAN JOSE WATER COMPANY

By:  5/13/97
RICHARD BALOCCO
Vice President

TRIBUTARY AREA
TO
SAN JOSE-SANTA CLARA
WATER POLLUTION CONTROL PLANT
SHOWING SOUTH BAY WATER RECYCLING
PIPELINE ALIGNMENT

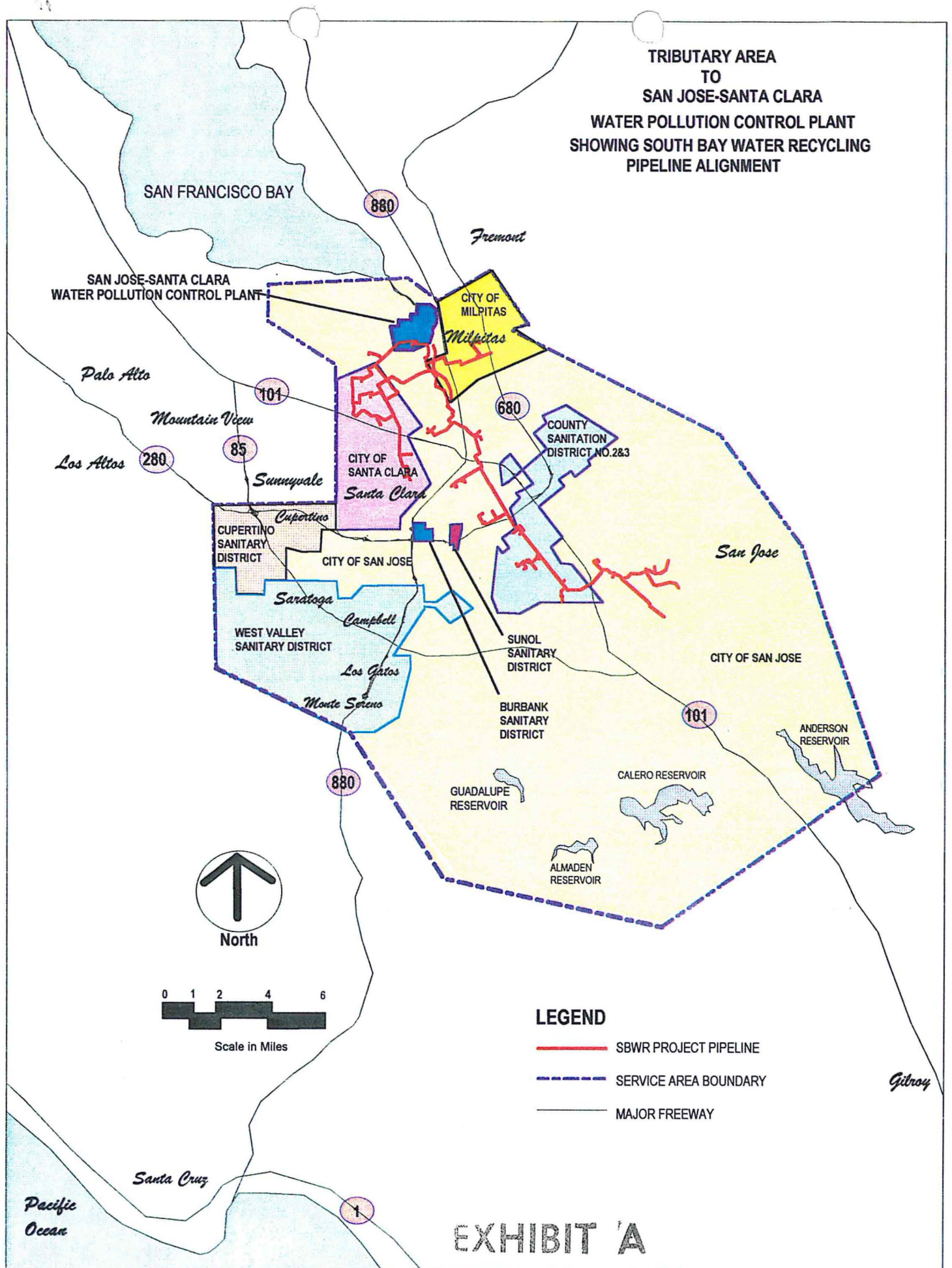


EXHIBIT B**SAN JOSE WATER COMPANY
PROPOSED MONTHLY RECYCLED WATER DELIVERY SCHEDULE
(In Acre-Feet)**

MONTH	PROJECTED MONTHLY SCHEDULES				
	1997-1998	1998-1999	1999-2000	2000-2001	2001-2007
JULY		270	270	270	270
AUGUST		270	270	270	270
SEPTEMBER		198	198	198	198
OCTOBER		216	216	216	216
NOVEMBER		72	72	72	72
DECEMBER	54	72	72	72	72
JANUARY	41	54	54	54	54
FEBRUARY	41	54	54	54	54
MARCH	95	126	126	126	126
APRIL	81	108	108	108	108
MAY	135	180	180	180	180
JUNE	135	180	180	180	180
AVERAGE ANNUAL ACRE-	581	1800	1800	1800	1800

RD:MJD
6/18/2010

**FIRST AMENDMENT TO WHOLESALER - RETAILER AGREEMENT
FOR SUPPLY OF RECYCLED WATER
BETWEEN CITY OF SAN JOSE
AND
SAN JOSE WATER COMPANY**

This First Amendment is made and entered into this 30th day of June 2010, (Effective Date) between the City of San José, hereinafter referred to as "Wholesaler", and the San José Water Company, hereinafter referred to as "Retailer". Wholesaler and Retailer may be referred to herein individually as a "Party" or collectively as the "Parties" or "Parties to this Agreement".

RECITALS

WHEREAS, on July 8, 1997, Wholesaler and Retailer entered into an agreement entitled "Wholesaler - Retailer Agreement For Supply Of Recycled Water Between City Of San Jose And San Jose Water Company" ("Original Agreement"); and

WHEREAS, Wholesaler and Retailer desire to amend the Original Agreement to permit Retailer to connect approximately 16 miles of recycled water pipeline as designated on Exhibit C attached hereto and incorporated by reference herein, to be built, owned, operated and maintained by Retailer in north and central San José, to the South Bay Water Recycling (SBWR) system; to permit Retailer to own, operate maintain and connect such other recycled water pipeline within Retailer's certificated service area as may be approved by Wholesaler and Retailer in the future; and to allocate additional responsibility and liability to Retailer related to recycled water operations within Retailer's certificated service area; and

WHEREAS, the Director of Planning, Building and Code Enforcement has issued Mitigated Negative Declaration No.PP. 10-89 covering the changes to the Agreement covered by this First Amendment, and finding that the construction,

operation and maintenance of the pipeline designated on Exhibit C, attached hereto and incorporated by reference, will not have a significant effect on the environment because Retailer has made or agreed to make project revisions that clearly mitigate the effects to a less than significant level.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION I. Section 1 ("Definitions") of Article A ("INTRODUCTORY PROVISIONS") is amended to add subsections (e) and (f) to read as follows:

- (e) "Turnout-Connection" shall mean the Wholesaler approved point of delivery to the Retailer.
- (f) "Event of Default" severally "Event of Default" and collectively "Events of Default") shall mean:
 - (i) Failure to perform any material term, covenant, or condition of this Agreement, including failure to pay when due, any charges requiring the payment of money under the terms of this Agreement and the Party so failing to perform has further failed to cure the same within 30 days after written notice from the other Party; *provided, however,* that if the nature of the default is such that more than 30 days are reasonably required for its cure, then the failure to cure shall not be deemed to be in default if the defaulting Party commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion and to the satisfaction of the other Party; or
 - (ii) Any representation or warranty made by a Party hereunder shall have been false or misleading in any material respect as of the date on which such representation or warranty was made; or

- (iii) A Party shall have made a general assignment of substantially all its assets for the benefit of its creditors; or
- (iv) A Party shall have assigned or otherwise transferred its interest in this Agreement in violation of the provisions contained in this Agreement whether voluntarily or by operation of law; or
- (v) A court shall have made or entered any decree or order:
 - (i) adjudging a Party to be bankrupt or insolvent;
 - (ii) approving as properly filed a petition seeking reorganization of a Party or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;
 - (iii) appointing a receiver, trustee or assignee of a Party in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of a Party and such decree or order shall have continued for a period of sixty (60) days; or (v) a Party shall have voluntarily submitted to or filed a petition seeking any such decree or order.
- (vi) The sequestration or attachment of or execution or other levy on a material share of a Party's interest in this Agreement or in material portion of facilities owned, operated or maintained by a Party pursuant to this Agreement shall have occurred and the Party subject to such sequestration or attachment shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such levy, whichever first occurs; or

- (vii) The failure to maintain any certificate, permit, franchise, approval, authorization or power necessary for a Party to lawfully conduct the operations contemplated by this Agreement; or
- (viii) Failure by a Party to utilize, for period in excess of ninety (90) days, a material portion of the facilities to be owned, operated or maintained by that Party pursuant to this Agreement for the provision of recycled water service.

SECTION II. Section 3 ("Termination") of Article A ("INTRODUCTORY PROVISIONS") is amended to read as follows:

3. Termination

- (a) This Agreement shall be effective for an initial term of five (5) years and shall thereafter be automatically renewed for additional terms of five (5) years each, unless either Party has given written notice of intent to terminate the Agreement to the other Party at least ninety (90) days prior to renewal of the term.
- (b) In addition to all other rights and remedies provided by law, equity or otherwise under this Agreement, to which a non-defaulting Party may resort cumulatively, or in the alternative, upon an "Event of Default", the non-defaulting Party shall have the right to terminate this Agreement upon the provision of written notice of termination, in which event this Agreement shall terminate on the date set forth in such notice. Any termination under this paragraph shall not relieve a Party from the obligations to pay any sums then due and payable to, or from any claim for damages or liability previously

accrued or then accruing against, the defaulting Party. In no event shall any one or more of the following actions by a non-defaulting Party constitute a termination of this Agreement, in the absence of a written election by the non-defaulting Party to terminate this Agreement:

- (i) Appointment of a receiver or keeper in order to protect the non-defaulting Party's interest hereunder; or
 - (ii) Any other action by the non-defaulting Party or its agents intended to mitigate the adverse effects of any breach of this Agreement by the defaulting Party, including, without limitation, action to maintain and preserve the facilities owned, operated or maintained by a Party pursuant to this Agreement.
- (c) This Agreement shall not terminate following an Event of Default unless the non-defaulting Party gives written notice of its election to terminate this Agreement to the defaulting Party in accordance with the terms of this Agreement.

SECTION III. Section 4 ("Effect of Termination on Right and Obligations of the Parties") of Article A ("INTRODUCTORY PROVISIONS") is amended to be entitled and read as follows:

4. Effect of Expiration or Termination on Rights and Obligations of the Parties
- (a) Nothing contained in this Agreement shall be construed to constitute a waiver or release by either Party of any claim, demand, cause of action, defense or immunity that it may have with respect to distribution of non-potable recycled water by Wholesaler within

Retailer's filed service, after the expiration or of termination of this Agreement.

- (b) Upon expiration or termination of this Agreement, each Party shall be responsible for the recycled water facilities to which it holds title pursuant to the terms and conditions of this Agreement.
- (c) Expiration or termination of this Agreement for cause pursuant to Article A, Section 3 (b), shall not affect any remedies provided by law, equity or otherwise to the non-defaulting Party.

SECTION IV. Section 1 ("Recycled Water Delivery Limitations") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

1. Recycled Water Delivery Limitations

- (a) Retailer understands and acknowledges that Wholesaler is charged with the responsibility to operate its sewerage systems in a manner which it determines to be most beneficial to the users thereof. The rights of Retailer to recycled water under this Agreement pertain only to the recycled water which actually is produced by Wholesaler. Nothing contained herein shall be construed to qualify in any manner Wholesaler'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. No such determination which would permanently reduce the availability of recycled water to Retailer shall be made unless the Wholesaler has given Retailer at least sixty (60) days advance written notice of such proposed determination and has offered Retailer an opportunity to meet and confer on the issue. Any right of Retailer to recycled water pursuant to this Agreement shall be subordinate

to the rights and responsibilities of Wholesaler as set forth in this Section 1 (a) of Article B.

- (b) Nothing herein shall be construed to commit any portion of the recycled water from the WPCP beyond that which will be delivered by Retailer to its customers for reasonable beneficial uses.
- (c) Wholesaler intends to make available only that recycled water from the WPCP in quantities which will not in aggregate exceed those which will be produced at the WPCP. However, any circumstances beyond the Wholesaler's control which cause a reduction in the flow available from the WPCP may, at the discretion of the Wholesaler, result in a temporary or permanent decrease in recycled water available to Retailer under this Agreement in such amounts as the Wholesaler determines are necessary. Wholesaler shall notify Retailer at least seventy-two (72) hours in advance of any planned reduction in flow and as soon as feasible in the event of any unplanned flow reduction. Wholesaler's notice of flow reduction shall include a target flow reduction allocation to Retailer that is based on Retailer's actual usage of recycled water produced by the WPCP in proportion to actual usage among all Retailers served with recycled water produced by the WPCP, subject to the preexisting rights of others, if any, which preclude such an allocation. Promptly upon receipt of notice of flow reduction, Retailer shall implement measures to encourage flow reductions from its customers as necessary to meet Retailer's flow reduction target. The reduced availability will continue in effect until such time as the WPCP and recycled water transmission and distribution system have been restored to normal capacity.

SECTION V. Section 3 ("Metering and Measurement of Flows") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

3. Metering and Measurement of Flows

- (a) Retailer agrees to install customer meters meeting local and state requirements at no expense to the Wholesaler for the purpose of measuring the quantity of recycled water delivered and utilized by the retail customers pursuant to this Agreement.
- (b) Wholesaler will work with customers on sizing of service lines that are to be connected to facilities owned by Wholesale pursuant to the terms of this Agreement. Retailer will work with customers on sizing of service lines that are to be connected to facilities owned by Retailer pursuant to the terms of this Agreement.
- (c) Wholesaler agrees to use reasonable efforts to provide minimum daily operating water pressure of 40 psi at each Turnout-Connection.
- (d) Retailer agrees to inform the Wholesaler, in writing, of the total quantity of recycled water provided each quarter to each individual service connection where Retailer provides the recycled water.
- (e) Retailer agrees to permit Wholesaler access to meters and records which measure and register recycled water flow for purposes of verifying the quantity of recycled water delivered.
- (f) Wholesaler may measure all recycled water delivered to Retailer. This wholesale delivery (master) metering will be in addition to any retail (customer) metering conducted by the Retailer. Retailer

customer metering shall govern quarterly billing and measure all recycled water delivered to Retailer and shall also be used for reporting recycled water usage to regulatory agencies, except that where master metering is in place at Turnout-Connections on facilities to which title is held by Retailer pursuant to the terms of this Agreement, the master meter shall be used to bill Retailer for any discrepancies between the master meter and the cumulative total of all meters served through such Turnout-Connection. Billing for such discrepancies shall be at Wholesaler's irrigation water rate. Retailer may, at its sole cost and expense, test Wholesaler's master meters upon reasonable notice to Wholesaler.

SECTION VI. Section 4 ("Recycled Water Quality") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

4. Recycled Water Quality

- (a) Wholesaler agrees that all recycled water to be delivered by it to Retailer pursuant to the terms of this Agreement will be of such quality that the same may be used for all purposes allowed for disinfected tertiary recycled water. Wholesaler agrees that the recycled water to be delivered to Retailer pursuant to this Agreement shall conform to the quality requirements set forth in the then current disinfected tertiary recycled water quality and monitoring regulations specified in Title 22, Division 4, Chapter 3: Wastewater Reclamation Criteria (California Code of Regulations), as further regulated by the California Regional Water Quality Control Board - San Francisco Bay Region, the California Department of Health Services and all other federal, state and local agencies having jurisdiction over recycled water quality, and as such are subsequently amended from time to time.

- (b) During the term of this Agreement, Wholesaler shall pay all costs imposed by any and all governmental agencies having jurisdiction over the quality or use of recycled water for the issuance of any permits, licenses or approvals required for the production, treatment, or wholesale distribution of Wholesaler's recycled water. Wholesaler further shall be responsible for paying any charges, fees, surcharges, assessments or other sums, if any, imposed upon the production, or wholesale distribution of Wholesaler's recycled water by the Santa Clara Valley Water District.
- (c) Both Parties recognize that factors beyond the control of Wholesaler could cause operational difficulties at the WPCP resulting in the temporary production of recycled water which does not meet the current requirements for disinfected tertiary recycled water established by the RWQCB, Title 22 or Title 17 of the California Administrative Code and the California Department of Health Services or other regulatory agencies for the Retailer's customers intended uses. In such cases, the Wholesaler shall temporarily suspend Retailer's right to recycled water from Wholesaler's facilities. Wholesaler shall use its best efforts to re-establish the production of recycled water of a suitable quality as soon as reasonably possible and shall re-establish Retailer's supply of such water accordingly.
- (d) Wholesaler shall immediately notify Retailer if recycled water from the WPCP does not meet, or has not met, for any period of time, the current applicable regulatory requirements, or if deliveries of recycled water will be suspended. Such notice shall be given verbally to Retailer, telephone (408-279-7807) between 8:00 a.m. - 4:30 p.m. weekdays, or the Retailer's Emergency Operator,

telephone (408-279-7900) after hours, weekends, and holidays, with a follow-up written confirmation by personal delivery or electronic mail (customer_service@sjwater.com) on the same day verbal notice is given, or on the next business day if verbal notice is not given during business hours. Retailer may change the above telephone numbers for provision of verbal notice and above electronic mail address for confirmation by providing written notice of such change to Wholesaler.

SECTION VII. Section 5 ("Recycled Water Limitation of Use") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

5. Recycled Water Limitation of Use

- (a) Recycled water delivered from the WPCP pursuant to terms hereof has limited uses, and Retailer agrees to provide the recycled water it receives hereunder only to retail customers for Customer uses or purposes that Wholesaler has previously approved in writing as legally permissible under the laws of the state and the directives of the all appropriate regulatory agencies.
- (b) Wholesaler shall promulgate and enforce rules and regulations governing the use of recycled water resold by Retailer to Customers (herein known as Customer Service Rules, or "CSR"). Wholesaler shall pay all costs incurred in the drafting and preparation of the CSR. Wholesaler shall obtain all requisite certifications and approvals from all federal, state and local agencies having jurisdiction of the production, quality and use of recycled water, including, but not limited to, the California Regional Water Quality Control Board, San Francisco Bay Region and the State of California Department of Public Health, that such CSRs comply with the regulations, requirements and orders of such

regulatory agencies. Wholesaler shall transmit to Retailer such approved CSR for adoption by Retailer. Retailer shall, within ninety (90) days after receipt thereof, incorporate the CSR into Retailer's promulgated rules and regulations governing the distribution, delivery and sale of water within the service boundaries of Retailer. Promptly upon adoption, Retailer shall transmit to Wholesaler Retailer's adopted CSR. Should Wholesaler choose to make reasonable amendments or modifications to the CSR not contrary to this Agreement, or be required by any governmental agency exercising jurisdiction of the distribution, sale or use of the recycled water to modify or amend the CSR, Wholesaler shall promptly furnish such modifications or amendments to Retailer; and Retailer shall, after being provided a ninety (90) day period in which to review, comment upon, and/or meet and confer with Wholesaler regarding proposed modifications or amendments, incorporate such modifications or amendments into Retailer's adopted rules and regulations.

- (c) Retailer shall include, in its promulgated rules and regulations, a requirement that any new or future customer of recycled water, permit representatives of Wholesaler and Retailer to enter the premises of the Customer at all reasonable times for the purpose of monitoring, inspecting, analyzing and observing the Customer's on-site water facilities and the utilization practices of the customer of recycled water.
- (d) Retailer shall notify Wholesaler of any material misuse of recycled water by a customer, and shall coordinate with Wholesaler on enforcement of the CSRs. Nothing contained herein shall be construed to make Retailer liable for any customer misuse or improper application of recycled water.

SECTION VIII. Section 6 ("Permits") of Article B ("RECYCLED WATER SERVICE PROVISIONS") is amended to read as follows:

6. Permits

- (a) This Agreement is conditioned on obtaining the necessary permits relating to the use of recycled water and the development and construction of a regional recycled water distribution system. Each of the Parties undertakes and agrees, severally and jointly as appropriate, to file any and all applications and undertake such proceedings as may be necessary to enable each Party to carry out the undertakings contemplated herein, and to pursue each application and proceedings in good faith and due diligence. Wholesaler will act as lead agency in obtaining, complying with, and maintaining any permits required for the regional distribution system. However, both Wholesaler and Retailer are responsible, where applicable, to comply with the regulations set forth in these permits. Unless otherwise agreed by the Parties, Wholesaler shall be responsible for all initial permits and inspections for Customers' on-site facilities.
- (b) Retailer agrees and hereby acknowledges that it shall comply with the provisions of San José Municipal Code Chapter 15.50 ("Encroachment Permit Ordinance") and any successor ordinance hereafter in effect governing encroachment within public right of way, including, without limitation, those provisions relating to the:
 - (i) relocation of Retailer's improvements (San José Municipal Code Sections 15.50.600 A.4. and 15.50.630 A.2); and
 - (ii) the restoration of the site(s) where Retailer's improvements are located (San José Municipal Code Section 15.50.630).

SECTION IX. Section 1 ("Construction of Facilities") of Article C ("RECYCLED WATER FACILITIES") is amended to be entitled and read as follows:

1. Delivery of Recycled Water and Construction and Ownership of Treatment, Transmission and Distribution Facilities
 - (a) Delivery of Recycled Water
 - (i) Recycled water will be delivered to Retailer by Wholesaler through treatment, transmission and distribution facilities constructed in part within the portion of Retailer's filed service area which is located within the areas shown on Exhibit A (attached to the Original Agreement).
 - (ii) Recycled water will be delivered to Retailer by Wholesaler only through (1) Wholesaler's constructed treatment, transmission and distribution facilities and (2) the Turnout - Connections on the distribution and transmission facilities shown on Exhibit C, which are to be constructed by Retailer at no cost or expense to Wholesaler, and such other pipeline extensions as may be approved by Wholesaler in its sole discretion ("Future Extensions"). Retailer acknowledges that Wholesaler may be required to obtain the approval of the Santa Clara Valley Water District and other third parties prior to approval of construction of Future Extensions.
 - (b) Construction of Recycled Water Facilities
 - (i) Wholesaler shall notify Retailer of any planned project for construction of recycled water treatment and distribution facilities known by Wholesaler within Retailer's certificated service area including, but not limited to, planned developer

installed facilities. Retailer shall be given an opportunity to meet and confer upon any such projects with Wholesaler and the developer, if any, prior to Wholesaler's approval of any such project, including any plans for Wholesaler funding or financing assistance to such projects.

- (ii) All connections to Retailer owned facilities must be reviewed and approved in writing by Retailer and Wholesaler prior to construction, based on the capacity of their respective facilities to serve the customer. Wholesaler and Retailer agree that a looped regional recycled water system improves reliability and provides redundancy. Subject to Retailer's capacity review as set forth above, Wholesaler may construct, or cause to be constructed, extension and interties between Retailer owned facilities.
- (iii) Each Party agrees and warrants that it will not allow or cause to occur, cross connections between the recycled water facilities that it owns, pursuant to the terms of this Agreement, and the potable system of Retailer during the construction, extension or modification of transmission, distribution or customer recycled water pipelines or facilities within Retailer's service area. Each Party shall provide for separate marking of the non-potable recycled water system in accordance with industry standards and regulations in existence as of the date of this Agreement.
- (iv) Retailer shall keep as-built drawings of all Retailer constructed facilities. Wholesaler shall have access to such as-built drawings on reasonable notice to Retailer.

(c) Ownership of Recycled Water Facilities

- (i) Wholesaler shall own all recycled water treatment and distribution facilities under construction on or before August 1, 2010 within Retailer's filed service area as shown on Exhibit A;
- (ii) Wholesaler shall own all recycled water treatment and distribution facilities within Retailer's filed service area as shown on Exhibit A where construction started after August 1, 2010 if funding is provided in whole or in part by Wholesaler;
- (iii) Wholesaler shall have the option of owning recycled water facilities located within Retailer's filed service area as shown on Exhibit A where construction started after August 1, 2010 if all of the following conditions are met: (1) such facilities are connected to Wholesaler owned facilities described in (c)(i) and (ii) above, (2) funding for construction is provided in whole or in part by a third party or parties and the financing mechanism used to fund the construction of such facilities precludes ownership by Retailer, and (3) Wholesaler has provided written notice to Retailer of its election to own such facilities within ninety (90) days after Wholesaler approval of the facilities for construction.
- (iv) Retailer shall own the facilities as shown on Exhibit C, up to and including the Turnout-Connections, unless the Turnout-Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall have the option to own

all other treatment, transmission and distribution facilities within Retailer's filed service area as shown on Exhibit A which have been approved for construction by Wholesaler, other than those described in subsections (i) (ii) and (iii) above of this section (c), up to and including the Turnout-Connections, unless the Turnout- Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall be deemed to have elected to own such facilities unless Retailer has provided written notice to Wholesaler of its election not to own such facilities within one hundred eighty (180) days after Wholesaler approval of the facilities for construction.

- (v) Nothing contained in this Agreement shall be construed as a grant to Retailer of any property interest, franchise permit or right of use in or to the City of San José's rights of way, streets or real property for recycled water facilities. Retailer's use of City of San José's rights of way, streets and real property for recycled water facilities, pursuant to this Agreement, shall be expressly subject to all such laws, rules and regulations, including but not limited to, City of San José's ordinances, as may now or hereinafter be applicable thereto.

SECTION X. Section 2 ("Extension of Facilities") of Article C ("RECYCLED WATER FACILITIES") is amended to be entitled and read as follows:

2. Customer Connections

- (a) Retailer shall purchase and install all Customer meters within Retailer's service area. Nothing contained in this Agreement shall

be construed to obligate either Party to provide funding for customer service taps, service lines from distribution facilities to customer meters (point-of-connection), or any other facilities on customer's side of the meter.

- (b) Prior to the commencement of deliveries of recycled water to a particular customer point-of-connection, each Party shall, at no cost or expense to the other Party, ensure that backflow prevention devices and such other devices and equipment as may be required by the RWQCB, Title 22 of the California Administrative Code, the California Department of Public Health or other regulatory agencies for the protection of the potable water supply, are installed on customer's premises connected to the recycled water facilities owned by that Party pursuant to the terms of this Agreement.
- (c) Wholesaler may make funds available for the design and construction of necessary customer retrofits to convert Retailer's customers' on-site facilities for the use of recycled water. Customers will also have the option of funding their own design and construction of the necessary retrofits. Any recycled water customer receiving a loan from the Wholesaler for the retrofit of its recycled water system will be billed by the Wholesaler. Retailer shall have no obligations with respect to payment collection from customers receiving loans from Wholesaler.

SECTION XI. Section 3 ("Ownership, Operation & Maintenance of Facilities") of Article C ("RECYCLED WATER FACILITIES") is amended to read as follows:

3. Operation and Maintenance of Wholesaler and Retailer Facilities
 - (a) Except as may be provided in other written agreements between the Parties: (i) Wholesaler shall operate and maintain at no cost to Retailer, all treatment transmission and distribution facilities owned by Wholesaler, under this Agreement up to the customer points of connection; and (ii) Retailer shall operate and maintain at no cost to Wholesaler, all distribution and other facilities owned by Retailer, under this Agreement up to the customer points of connection.
 - (b) Retailer agrees to own, operate and maintain at no cost to Wholesaler, its water meters required to receive at the point of connection the recycled water for delivery to Retailer's retail customers.
 - (c) Each Party recognizes the special quality considerations relating to recycled water and each Party shall perform its maintenance, repair and replacement responsibilities in a prompt, timely and efficient manner and in accordance with industry standards for customer service, skill and workmanship. Each Party retains the right, upon at least ten (10) days written notice to the other Party and the provision of performance and payment bonds in amounts equal to the cost of the work to be performed, to make repairs to recycled water facilities of the other Party if repairs are not made by the responsible Party in a timely and efficient manner. The Party making such repairs on behalf of the Party responsible for the repairs shall be reimbursed for the cost of making such repairs.

Reimbursement costs shall include the actual labor, material and equipment cost, and actual overhead costs. Upon receipt of written notice of repair costs, the Party responsible for such costs agrees to promptly reimburse the Party that incurred the repair costs incurred, plus an additional amount equal to ten percent (10%) thereof for administrative overhead. The demand for payment by either Party shall be prima facie evidence that the expense incurred was necessary and reasonable and that such expense was incurred by Party making the repair on behalf of the Party responsible for the repair.

- (d) Each Party shall be responsible for compliance with all discharge limits and reporting requirements for recycled water as established by any federal, state or local agency, including, but not limited to, the State Regional Water Quality Control Board, for any and all planned and unplanned discharges of recycled water from facilities owned by such Party, including, but not limited to, water main flushing, water main breaks, water storage reservoir overflows or dewatering for system maintenance work. The Parties shall be responsible to operate and maintain their respective facilities so that recycled water operations do not create nor cause nuisance conditions that degrade the quality or designated beneficial uses of any receiving land, waterway or waters.

SECTION XII. Section 4 ("Monitoring") of Article C ("RECYCLED WATER FACILITIES") is amended to read as follows:

4. Monitoring

Retailer shall be responsible for providing customer self-monitoring reports to Wholesaler in Retailer's filed service area, in conformance with

the requirements applicable to a "recycled water agency" under Title 22 of the California Administrative Code and the California Department of Public Health. Wholesaler agrees to accept responsibility for conformance to all other monitoring, reporting, and any other requirements assigned to the "recycled water agency" as defined in Title 22 of the California Administrative Code and the California Department of Health Services.

SECTION XIII. Section 5 ("Reporting") of Article C ("RECYCLED WATER FACILITIES") is amended to read as follows:

5. Reporting

Retailer agrees to provide Wholesaler the following reporting information and services:

- (a) Quarterly billing information, including the amount of recycled water used by each customer during the billing cycle, to be provided within thirty (30) days of the close of each fiscal quarter, to the extent allowed by Commission regulations.
- (b) As least one (1) business day notification prior to customer start-ups and disconnections.
- (c) Customer self-monitoring reports required by the State of California San Francisco Bay Regional Water Quality Control Board.

SECTION XIV. Section 2 ("Recycled Water Rate Review") of Article D ("PAYMENT PROVISIONS") is amended to read as follows:

2. Recycled Water Rate Review

Wholesaler shall charge for the delivery of recycled water in accordance

with the rate schedule for recycled water service, as such rate schedule is established by the Wholesaler and approved by the Treatment Plant Advisory Committee and approved by the City of San Jose Council. Wholesaler may review and establish said rate schedule from time to time. Retailer shall be given an opportunity to meet and confer upon the pricing policy and rate with the Wholesaler prior to setting or revision of the wholesale recycled water rate. Retailer will seek approval from the Public Utilities Commission of retail water rates which will provide for a total cost to the customer for the recycled water that does not exceed the total cost of the customer's existing potable water supply, and reflects Wholesaler's adopted discount structure. Wholesaler shall be given an opportunity to meet and confer with Retailer upon the pricing policy and rate prior to submission of the rate request to Public Utilities Commission.

SECTION XV. Section 4 ("Notices") of Article E ("GENERAL PROVISIONS") is amended to read as follows

4. Notices

All notices or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be deemed to have been given or made or sent when made in writing and deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

Wholesaler: Director, Environmental Services Department
SJ/SC Water Pollution Control Plant
700 Los Esteros Road
San José, California 95134

Retailer: Corporate Attorney
San José Water Company
110 West Taylor St.
San José, California 95110

The address to which any notice or other writing may be given or made or sent to either Party may be changed upon written notice given by such Party as above provided.

SECTION XVI. Section 9 ("Indemnification") of Article E ("GENERAL PROVISIONS") is amended to be entitled and read as follows:

9. Indemnification, Limitation of Liability, Assumption of Risk and Insurance

- (a) Wholesaler and Retailer shall each defend, indemnify and hold harmless the other Party, their officers, employees, agents, parent companies, subsidiaries of parent companies, and affiliates against any claim, loss or liability from any liability, loss, costs, expenses or damages however caused by reason of any injury (whether to body, property, or personal or business character or reputation), including any injury based on product liability, environmental damage or contamination, or health-related claims, sustained by or to any person arising out of or resulting in any way due to the willful or negligent acts (active or passive) or omissions of their respective officers, employees or agents in conducting activities pursuant to this Agreement or failing to act in accordance with this Agreement. Nothing contained herein shall be construed as a waiver by either Party of any applicable immunities or defenses, including, but limited to, the provisions of the California Tort Claims Act (Gov't. Code §810, *et seq.*) The acceptance of services and duties by either Party shall not operate as a waiver of such right of indemnification.

- (b) A Party seeking indemnity ("Indemnitee") pursuant to Section 9(a) shall notify the other Party ("Indemnitor") within ninety (90) days after receipt of any claim, demand or action which may be covered by the Indemnitor's indemnity obligation as set forth in Section 9 (a) of Article E. Upon Indemnitor's acceptance of the protection, defense, or indemnification of Indemnitee, Indemnitee shall cooperate in all respects with Indemnitor, and with any attorney retained or employed by Indemnitor. Retailer further designates the individual named in Section E of Article 4 above, as the person responsible for ensuring full cooperation of Retailer with any Wholesaler protection, defense and indemnity of Retailer. Wholesaler designates the City Attorney of the City of San José as the person responsible for ensuring full cooperation of Wholesaler with any Retailer protection, defense and indemnity of Wholesaler. Except as set forth below in this Section E.9.c, Indemnitee waives any right that it may have to compel Indemnitor to retain independent counsel to represent Indemnitee, and specifically agrees to representation by any attorney selected by Indemnitor, including the Office of the City Attorney of the City of San José for Wholesaler and the Corporate Attorney for Retailer. Notwithstanding the foregoing, Indemnitee may, at its sole cost, require Indemnitor to engage legal counsel of Indemnitee's choice in connection with this Section 9.E. provided that at the time of such request, Indemnitee shall deposit cash or collateral satisfactory with Indemnitor, in kind and amount, to be used to reimburse the attorneys fees and expenses.
- (c) In no event shall either Party, its officers or employees be liable to the other Party for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses

including lost profits, lost data or opportunity costs) regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract, statute, tort (including negligence) or otherwise arising out of or relating to this Agreement.

(d) Each Party agrees to and covenants that it shall voluntarily assume any and all risk of loss, damage or injury to its property arising out of or resulting in any way out of the activities conducted by either Party pursuant to this Agreement, except such loss, injury, or damage as may be caused by the sole active negligence or the willful misconduct of the other Party, its officers, employees or agents.

(e)

(i) Retailer agrees to maintain and keep in force during the duration of this Agreement, insurance policies at least equivalent to those set forth in Exhibit D entitled "Insurance" which is attached hereto and incorporated herein. All certificates of insurance shall be subject to 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.

Retailer agrees to provide Wholesaler with a copy of said policies, certificates and/or endorsements before work commences on the pipeline projects identified in Exhibit C.

(ii) Wholesaler agrees that it will maintain for the duration of the Agreement, self-insurance equivalent to that set forth in


Exhibit D, against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the services and/or operations herein by Wholesaler, its agents, representatives, employees or contractors.

(f) Nothing contained in this Agreement will be enforceable or create any right or cause of action for or on behalf of any person or entity other than the Parties, or impede either Party from pursuing any claims against third parties.


SECTION XVII. All other terms and conditions of the Agreement not modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Wholesaler and Retailer have each caused this First Amendment to be executed on the day and year first herein above written.

APPROVED AS TO FORM:


MOLLIE J. DENT
Senior Deputy City Attorney


CITY OF SAN JOSE, a municipal corporation

By: 
Nadine Nader Deputy
Assistant to the City Manager

APPROVED AS TO FORM:


SUZY PAPAZIAN
Corporate Secretary/Attorney

SAN JOSE WATER COMPANY

By:  6/18/10
GEORGE BELHUMEUR
Sr. Vice President - Operations

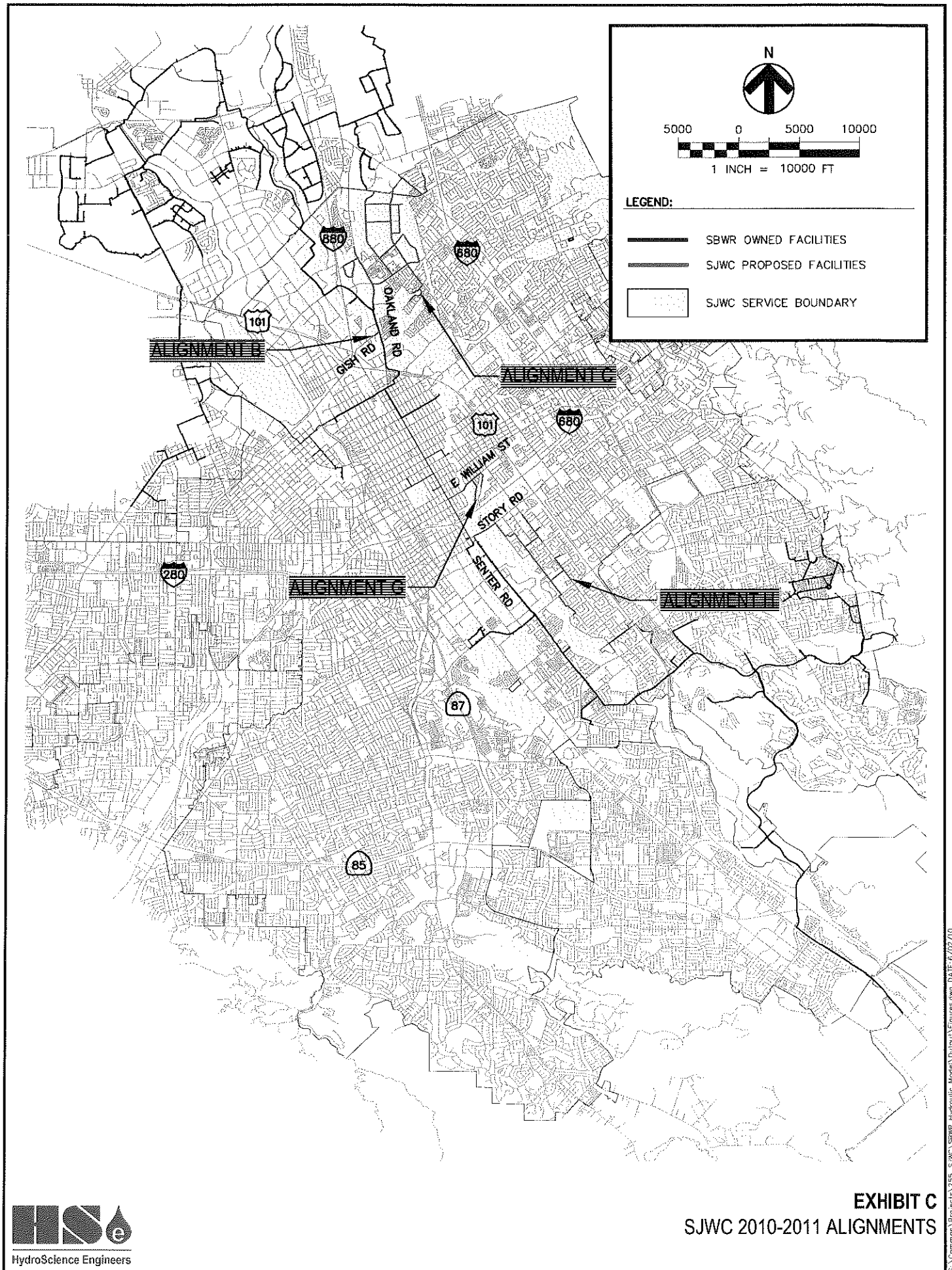


EXHIBIT D

INSURANCE

RETAILER, at its sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by RETAILER, its agents, representatives, employees, contractors or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

RETAILER shall maintain limits no less than:

1. Commercial General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or RETAILER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. RETAILER, their officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, WHOLESALER/RETAILER; products and completed operations of RETAILER; premises owned, leased or used by RETAILER; and automobiles owned, leased, hired or borrowed by RETAILER. The coverage shall contain no special limitations on the scope of protection afforded to RETAILER, its officers, employees, agents and contractors.

b. RETAILER's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of RETAILER's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by RETAILER shall not affect coverage provided RETAILER, its officers, employees, agents, or contractors.

d. Coverage shall state that RETAILER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the RETAILER, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the RETAILER, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to CITY, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

RETAILER shall furnish certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy or evidence of self-insurance are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to:
Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor Wing
San José, CA 95113-1905

G. Subcontractors

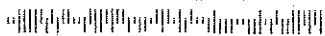
RETAILER shall include all contractors as insured's under its policies or shall obtain separate certificates and endorsements for each contractor.

H. Statement of Insurance/Self-Insurance by the City of San José

The requirements of this agreement may be satisfied by the provision of similar coverage through self-insurance program and such self-insurance shall be certified in writing with an "Affidavit of Insurance" upon request by the other party.

City of San Jo
OFFICE OF

200 E. Santa Clara St., 2nd Floor-Wing
San Jose, CA 95113



San Jose Water Company
110 West Taylor Street
San Jose, CA 95110
Attn: George Belhumeur

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APPENDIX F
San Jose Water
Recycled Water Master Plan – 2022 Update
SCVWD Comments on SJWC RW Expansion
(September 2, 2016)

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ORIGINAL

**SECOND AMENDMENT TO WHOLESALER – RETAILER AGREEMENT
FOR SUPPLY OF RECYCLED WATER
BETWEEN CITY OF SAN JOSE
AND
SAN JOSE WATER COMPANY**

The Second Amendment is made and entered in this 29th day of March 2012 (Effective Date) between the City of San Jose, hereinafter referred to as "Wholesaler", and San Jose Water Company, hereinafter referred to as "Retailer." Wholesaler and Retailer may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on July 8, 1997, Wholesaler and Retailer entered into an agreement entitled "Wholesaler - Retailer Agreement For Supply Of Recycled Water Between City Of San Jose and San Jose Water Company" (the "Original Agreement"); and

WHEREAS, on June 30, 2010, Wholesaler and Retailer amended the Original Agreement by executing the "First Amendment to Wholesaler – Retailer Agreement For Supply of Recycled Water Between City of San Jose and San Jose Water Company" (the "First Amendment"); and

WHEREAS, Wholesaler and Retailer desire to amend the Original Agreement, as amended by the First Amendment, to connect additional recycled water pipeline as designated on Exhibit E attached hereto and incorporated by reference herein, to be built, owned, operated and maintained by Retailer in north and central San Jose, to the South Bay Water Recycling (SBWR) system; to permit Retailer to own, operate, maintain, and connect such other recycled water pipeline within Retailer's certificated service area as may be approved by Wholesaler and Retailer in the future; and to

allocate additional responsibility and liability to Retailer related to recycled water operations within Retailer's certified service area; and

WHEREAS, the Director of Planning, Building and Code Enforcement has issued Mitigated Negative Declaration No. PP11-041 covering the changes to the Original Agreement covered by this Second Amendment, finding that the construction, operation and maintenance of the pipelines designated on Exhibit E, attached hereto and incorporated by reference, will not have a significant effect on the environment because Retailer has made or agreed to make project revisions that clearly mitigate the effects to a less than significant level.

NOW, THEREFORE, the Parties hereby agree to amend the Original Agreement, as amended, as follows:

SECTION I. Section 3 ("Metering and Measurement of Flows") of Article B ("RECYCLED WATER SERVICE PROVISIONS") of the Original Agreement, as amended by Section V of the First Amendment, is hereby amended to include a new subsection (g) to read as follows:

- (g) Retailer agrees to issue a temporary recycled water meter for construction purposes to an SBWR authorized contractor for use at a recycled water access point (RWAP) within Retailer's service area. The billing rate for recycled water measured by the temporary recycled water meter will be set at the Retailer's recycled water industrial rate. The RWAPs are the sole responsibility of the Wholesaler including, but not limited to design, construction, permitting, reporting, and maintenance of the facility.

SECTION II. Section 6 ("Permits") of Article B ("RECYCLED WATER SERVICE PROVISIONS") of the Original Amendment, as amended by Section VIII of the First Amendment, is hereby amended to include a new subsection (c) to read as follows:

- (c) Retailer agrees to pay the amounts set forth on Exhibit F, attached hereto and incorporated by reference herein, for the right to connect the alignments depicted in Exhibit E to the SBWR system. Such amount shall be paid at the time of submission of application to the City of San Jose for an encroachment permit for each alignment. The amount shall be used by the Wholesaler for the construction and reconstruction of the SBWR System and for acquisition of land for such System, including the repayment of principal and interest on any bonds issued, loans or advances received and any engineering, direct, indirect and administrative costs incurred for such construction and reconstruction of the SBWR System and acquisition of land. Payment shall be made as follows:

No additional amounts shall be payable by Retailer for the right to maintain the connection of the alignments depicted in Exhibit E to the SBWR system, providing that service to all connections served by the pipelines designated on Exhibit E shall not exceed 1297 AFY of average daily demand annually, with a maximum peak day demand of 5,025 GPM.

SECTION III. Section 1 ("Construction of Facilities") of Article C ("RECYCLED WATER FACILITIES") of the Original Agreement, as amended by Section IX of the First Amendment, is hereby amended to modify part (a)(ii) to read as follows:

- (ii) Recycled water will be delivered to Retailer by Wholesaler only through (1) Wholesaler's constructed treatment, transmission and distribution facilities and (2) the Turnout - Connections on the distribution and transmission facilities shown on Exhibit C attached to the First Amendment and

incorporated by reference herein and Exhibit E, which are to be constructed by Retailer at no cost or expense to Wholesaler.

SECTION IV. Section 1 ("Construction of Facilities") of Article C ("RECYCLED WATER FACILITIES") of the Original Agreement, as amended by Section IX of the First Amendment, is hereby amended to modify part (c)(iv) to read as follows:

- (iv) Retailer shall own the facilities as shown on Exhibit C attached to the First Amendment and incorporated by reference herein and Exhibit E, up to and including the Turnout-Connections, unless the Turnout-Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall have the option to own all other treatment, transmission and distribution facilities within Retailer's filed service area as shown on Exhibit A attached to the First Amendment and incorporated by reference herein which have been approved for construction by Wholesaler, other than those described in subsections (i) (ii) and (iii) above of this section (c), up to and including the Turnout-Connections, unless the Turnout-Connection includes a meter, in which case the connection from Wholesaler's main up to and including the meter will be owned by Wholesaler. Retailer shall be deemed to have elected to own such facilities unless Retailer has provided written notice to Wholesaler of its election not to own such facilities within one hundred eighty (180) days after Wholesaler approval of the facilities for construction.

SECTION V. Section 9 ("Indemnification") of Article E ("GENERAL PROVISIONS") of the Original Agreement, as amended by Section XVI of the First Amendment, is hereby amended to modify part (e)(i) to read as follows:

- (i) Retailer agrees to maintain and keep in force during the duration of this Agreement, insurance policies at least equivalent to those set forth in

Exhibit D entitled "Insurance" which is attached hereto and incorporated herein. All certificates of insurance shall be subject to 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. Retailer agrees to provide Wholesaler with a copy of said policies, certificates and/or endorsements before work commences on the pipeline projects identified in Exhibit C attached to the First Amendment and incorporated by reference herein and Exhibit E.

SECTION VI. All other terms and conditions of the Original Agreement not modified by this Second Amendment and the First Amendment shall remain in full force and effect.

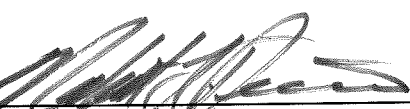
IN WITNESS WHEREOF, Wholesaler and Retailer have each caused this First Amendment to be executed on the day and year first herein above written.

APPROVED AS TO FORM:



MOLLIE J. DENT
Senior Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By: 

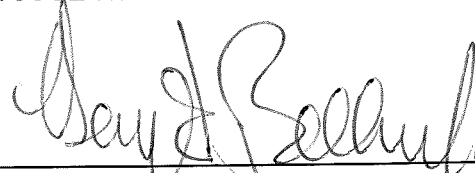
NORBERTO DUENAS
Deputy City Manager

APPROVED AS TO FORM:



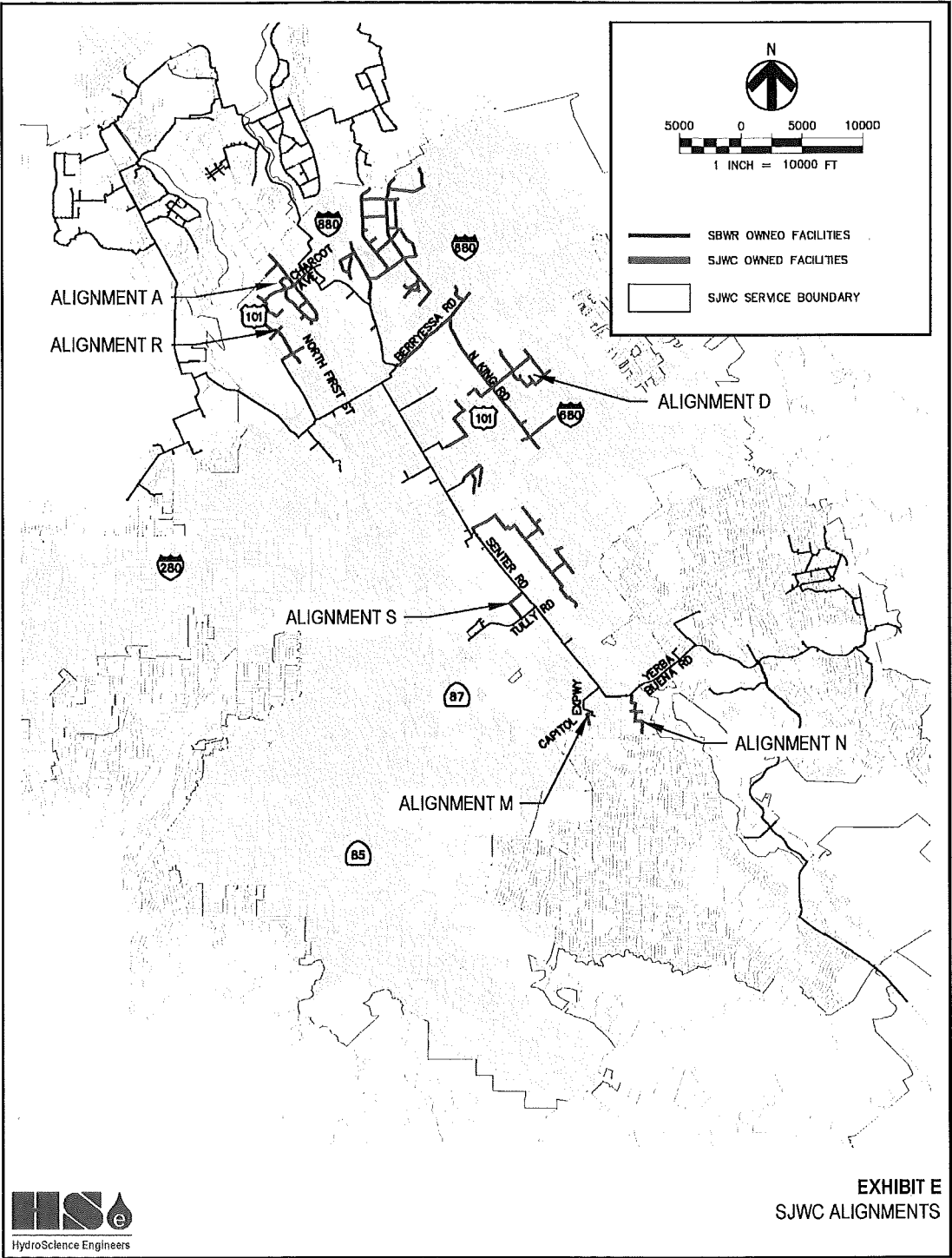
SUZY PAPA ZIAN
Corporate Secretary/Attorney

SAN JOSE WATER COMPANY

By: 

GEORGE BELHUMEUR
Sr. Vice President - Operations

EXHIBIT E



RD:MD1
3/12/2012

EXHIBIT F
SJWC Cost Share for Wholesaler Retailer Agreement Amendment #2

Estimated Construction Year	Alignment	Capacity Fee
2012	S	\$29,635
2012	M	\$24,083
2012	N	\$76,663
2013	R	\$148,787
2013	A	\$347,516
2014	D	\$1,315,302
Total:		\$1,941,986

¹ Based on estimated average annual irrigation demands

September 2, 2016

Mr. Bill Tuttle
San Jose Water Company
1265 S. Bascom Avenue
San Jose, CA 95128

Subject: San Jose Water Company Proposed Recycled Water Alignments

Dear Mr. Tuttle:

On June 20, 2016, staff from our respective agencies met to discuss potential recycled water projects that may be proposed by San Jose Water Company (SJWC) as part of a Wholesaler Retailer Agreement Amendment with the City of San Jose. Potential alignments discussed represent expansion in the recharge area of the Santa Clara Subbasin, and total nearly 5,000 acre-feet of recycled water use per year. Our agencies share an interest in expanding recycled water use in Santa Clara County while protecting the high quality of local groundwater. The District has some concerns with the potential SJWC projects because they primarily overlie recharge areas, but believes we can work together to ensure a successful program through groundwater monitoring and adaptive management as described below.

Non-potable recycled water used for irrigation typically has higher concentrations of salts than ambient groundwater, and also contains constituents of emerging concern (CECs) not generally detected in drinking water aquifers. The District has generally discouraged recycled water irrigation in groundwater recharge areas because of more permeable soils and the direct connection to deeper drinking water. In previous correspondence on the SJWC Recycled Water Master Plan in 2009 and 2011, the District expressed concern with recycled water irrigation in areas of higher groundwater sensitivity, which frequently coincide with recharge areas. The District recommended that groundwater quality monitoring be conducted in proposed recycled water use areas.

Projected salt loading from the proposed SJWC Recycled Water Master Plan was accounted for in the Santa Clara Subbasin Salt and Nutrient Management Plan (SNMP). The SNMP found that the subbasin has available assimilative capacity for salts and nutrients and can support proposed recycled water projects. However, the District believes further evaluation is needed to assess the potential for recycled water irrigation to introduce CECs to deeper drinking water.

Previous Studies of Recycled Water Irrigation and Groundwater Quality

In the recharge area in Edenvale in southeastern San Jose, the District has sampled groundwater before and after initiation of recycled water irrigation. Within 2 years of recycled water irrigation, several CECs widely considered to be recycled water markers were detected in shallow groundwater. Similar results have been obtained at Gilroy recycled water irrigation sites. The CEC detections in shallow groundwater are at relatively low levels, in the parts per trillion range. However, the U.S. Environmental Protection Agency (EPA) is collecting drinking water occurrence data nationwide on several of these CECs to assess potential regulatory action, and



the presence of unregulated CECs in drinking water is causing significant community concerns in parts of the U.S. Locally, it is unclear whether and to what extent CECs are transferred into the deeper principal aquifer from which most water supply wells draw water. The District believes this uncertainty warrants further evaluation through focused groundwater monitoring.

The District's Recycled Water Irrigation and Groundwater Study (RWIG Study), completed in August 2011, included a literature review, data analysis, soil model, bench test, pilot study, and assessment of soil aquifer treatment capacity and groundwater degradation potential for the Santa Clara and Llagas Subbasins. Groundwater degradation potential was evaluated based on an area's physical characteristics and the quality of the local recycled water source. Groundwater degradation potential varied from a ranking of "lowest" (most ideal for recycled water irrigation) to "highest" (least ideal). The RWIG Study generally identifies areas with a confining layer and deep groundwater as the most ideal areas for recycled water irrigation.

In addition to careful site selection and consideration of recycled water quality improvements, the RWIG Study recommends the following to provide timely recognition of adverse groundwater quality changes due to irrigation with recycled water:

1. Select or install wells at or adjacent to sites where recycled water irrigation is implemented, downgradient of the application area.
2. Monitor at least one site representing each region of expansion with similar calculated groundwater degradation potential. If an expansion region contains different ratings, consider monitoring a site in each unique subregion.
3. Select or install monitoring wells between application areas and production wells to monitor water quality that may affect production.
4. Monitor for the groundwater of interest (i.e. in the principal aquifer) and in shallower aquifers. Shallower aquifers can provide an early indication of changes in water quality.
5. Avoid sampling wells screened across multiple aquifers, since samples would effectively be an average groundwater concentration.
6. Use denser monitoring well spacing in areas of higher groundwater degradation potential.

Potential San Jose Water Company Alignments

Potential SJWC recycled water projects include the addition of up to 6 million gallons of storage and recycled water alignments E, K, L, Q, and P. These potential alignments were the focus of the June 20th meeting, as they represent recycled water deliveries in the recharge area of the Santa Clara Subbasin and total nearly 5,000 acre-feet per year. During the meeting it was noted that related use would primarily be for irrigation. It was also noted that due to prior concerns expressed by the District and the County of Santa Clara, SJWC is willing to postpone construction of Alignment L, which includes potential service to Martial Cottle Park.

The attached figure shows the RWIG study groundwater degradation potential for the parcels identified to receive recycled water from the potential SJWC alignments. As shown, Alignment Q is located in an area with a high potential for groundwater degradation per the RWIG Study. Alignments P and E include areas ranked with average potential for degradation. Proposed recycled water volumes, depth to first groundwater, and the groundwater degradation potential are shown in the table below.

Potential SJWC Alignments and Related Groundwater Information

Alignment	Proposed Recycled Water Volume (AFY)	Average Depth to First Groundwater (feet below ground surface)	Groundwater Degradation Potential Range	Typical Groundwater Degradation Potential
E	990	20 to 100	Low to Average	Average
K	184	10 to 50	Low	Low
L	589	0 to 30	Low to High	Average
Q	2421	0 to 30	Average to High	High
P	743	0 to 30	Lowest to Average	Average

*Note – table does not include “optional” portions of alignments

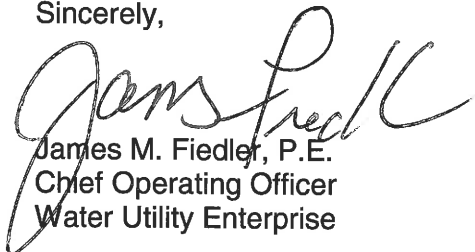
Recommendations to Ensure Groundwater Protection

The District proposes that SJWC construct related monitoring wells as described below, and that the District conduct ongoing monitoring and sample analysis. Based on these recommendations, the District believes that at least two monitoring wells should be constructed and monitored along Alignments Q and P to further evaluate potential groundwater quality impacts. The District proposes that SJWC construct continuous multi-channel tubing monitoring wells, which would allow the District to sample up to 7 depth-discrete intervals per well. This will greatly assist in the understanding of contaminant attenuation with depth, and will provide early warning of potentially concerning detections or trends.

The District would collect and analyze samples, and incorporate related results in the Annual Groundwater Report. Prior to any publication, the District would notify SJWC of any results of potential concern. This would allow for timely discussion with SJWC and South Bay Water Recycling staff on potential action needed to protect groundwater quality and for coordination in communicating related findings. This approach would require identification of potential adaptive management measures, which could include source water improvement, blending, or termination of recycled water irrigation under extreme cases. The need for continued, ongoing monitoring would be assessed after an adequate period, likely on the order of ten years.

While we strongly support the expanded use of recycled water, we also have a mission to protect groundwater quality. We believe that through this collaborative approach, we can achieve both goals.

Sincerely,



James M. Fiedler, P.E.
Chief Operating Officer
Water Utility Enterprise

Attachment: Map of Potential SJWC Alignments and Groundwater Degradation Potential

cc: Michele Young, South Bay Water Recycling
G. Hall, V. De La Piedra, H. Ashktorab

SJWC Potential Recycled Water Alignments in the Santa Clara Subbasin With Groundwater Degradation Potentials

