

Long-Term Recycled Water Agreements

ATTACHMENT 4

#	Item	Sunnyvale Integration Agreement Draft Terms	SBWR Integration Agreement Existing Terms	SCRWA Wholesaler Agreement Existing Terms
1	Length of Agreement	50 Years Exp. 2054 (Proposed)	40 Years Exp. 2050	20 Years Exp. 2026
2	Option to Renew	<ul style="list-style-type: none"> • Yes 	<ul style="list-style-type: none"> • Yes 	<ul style="list-style-type: none"> • Yes
3	District Role	<ul style="list-style-type: none"> • Wholesaler (downstream of San Lucar Pump Station) • Option to be Producer/Wholesaler for complete system in future 	<ul style="list-style-type: none"> • Partner Producer, with SVAWPC • Wholesaler (downstream of Metcalf Energy Center in south San Jose) 	<ul style="list-style-type: none"> • Wholesaler (complete system)
4	Partnership	<ul style="list-style-type: none"> • Non- Potable Reuse (NPR) • Future Potable Reuse (PR) 	<ul style="list-style-type: none"> • Non- Potable Reuse (NPR) 	<ul style="list-style-type: none"> • Non- Potable Reuse (NPR)
5	System Ownership	<ul style="list-style-type: none"> • District owns/operates/maintains the Wolfe Road Facilities • Negotiate option for District to purchase entire Sunnyvale recycled water system • Negotiate option for District to acquire a long-term lease of Sunnyvale lands for Advanced Water Purification (AWP) facilities 	<ul style="list-style-type: none"> • District owns/operates/maintains the SVAWPC • District maintains existing 40-yr lease from San Jose for SVAWPC lands 	<ul style="list-style-type: none"> • District owns/operates/maintains the recycled water system downstream of SCRWA plant
6	District Costs and Revenue Sharing	<ul style="list-style-type: none"> • Capital costs: <ul style="list-style-type: none"> ◦ Capital cost to be negotiated • O&M costs: <ul style="list-style-type: none"> ◦ O&M costs to be negotiated • Revenue: <ul style="list-style-type: none"> ◦ Prior to WPCP upgrade, revenue from recycled water sales will be shared 40% District 60% City (due to higher O&M cost for the City) 	<ul style="list-style-type: none"> • Capital costs: SVAWPC • O&M costs: Production of purified water • Revenue Sharing: Based on SBWR and SVAWPC O&M costs 	<ul style="list-style-type: none"> • Capital costs: South County Recycled Water Master Plan • O&M costs: As the Wholesaler, District is responsible for all the O&M cost downstream of the treatment plant • Revenue: As the Wholesaler, District is receiving all revenue from recycled water sales.
7	Recycled Water Quantity	<ul style="list-style-type: none"> • 1 to 3 mgd for NPR • 10 to 19.5 mgd for potential future IPR 	<ul style="list-style-type: none"> • 17 mgd (Includes 8 mgd from SVAWPC) for NPR • At least 5 mgd to District for NPR & PR out of Silver Creek Pipeline 	<ul style="list-style-type: none"> • 2 mgd for NPR
8	Recycled Water Quality	<ul style="list-style-type: none"> • Current: NPR quality complies with Title 22 requirements 	<ul style="list-style-type: none"> • Current: NPR quality complies with Title 22 requirements, and is improved 	<ul style="list-style-type: none"> • Current: NPR quality complies with Title 22 requirements

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		<ul style="list-style-type: none"> Future: Purified water quality 	<p>through blending with purified water from SVAWPC</p> <ul style="list-style-type: none"> SVAWPC: Purified water quality (Advanced Oxidation Process, AOP, not included at present) 	
9	Future Land Requirements for Advance Treatment	<ul style="list-style-type: none"> Approximately 1 acre within existing Sunnyvale WPCP 	<ul style="list-style-type: none"> Approximately 25 acres for future expansion options 	<ul style="list-style-type: none"> N/A
10	Brine Management	<ul style="list-style-type: none"> Active collaboration/cooperation on future brine disposal including local/regional outfalls and engineered wetlands. 	<ul style="list-style-type: none"> SVAWPC reverse osmosis reject brine sent back to SJ/SC Regional Wastewater Facility 	<ul style="list-style-type: none"> N/A
11	Pursue Grant and External Funding	<ul style="list-style-type: none"> Pursue and cooperate on external funding opportunities 	<ul style="list-style-type: none"> Pursue and cooperate on external funding opportunities 	<ul style="list-style-type: none"> Not provided in agreement, but historical practice of pursuing and collaborating on external funding opportunities
12	Environmental Review	<ul style="list-style-type: none"> Cooperate on the preparation of environmental review documents City will be the CEQA Lead Agency for the WPCP Master Plan, which will include an MBR option Off-ramping language in EIR to ensure timely progress on WPCP upgrade 	<ul style="list-style-type: none"> Cooperate on the preparation of environmental review documents 	<ul style="list-style-type: none"> Cooperate on preparation of environmental review documents
13	Governance Coordination	<ul style="list-style-type: none"> Joint Sunnyvale/District Elected Official Committee Technical Advisory Group 	<ul style="list-style-type: none"> Joint SBWR/District Elected Official Committee (PAC) Technical Advisory Committee 	<ul style="list-style-type: none"> Coordination through Wholesaler Agreement Technical Advisory Committee