

AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
HOLLISTER URBAN AREA
WATER AND WASTEWATER MASTER PLAN

This AMENDMENT is made and entered into on February 4, 2008, by and among the SAN BENITO COUNTY WATER DISTRICT (SBCWD), the CITY OF HOLLISTER (CITY), SAN BENITO COUNTY (SBC) and the SUNNYSLOPE COUNTY WATER DISTRICT (SSCWD).

RECITALS

WHEREAS, SBCWD, CITY and SBC entered into the MEMORANDUM OF UNDERSTANDING, HOLLISTER URBAN AREA WATER AND WASTEWATER MASTER PLAN (MOU), copy attached as EXHIBIT I; and

WHEREAS, Section 18 of that MOU provides for the incorporation of SSCWD as an additional party to the MOU; and

WHEREAS, the SBCWD, CITY, and SBC have paid for the development of the current draft MASTER PLAN and the services of a Program Manager, a portion of which are allocated to the SSCWD service areas.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by SBCWD, CITY, SBC and SSCWD as follows:

1. GENERAL. The foregoing recitals are true and current and incorporated herein.
2. MOU. The parties agreed to the terms and conditions of the MEMORANDUM OF UNDERSTANDING, HOLLISTER URBAN AREA WATER AND WASTEWATER MASTER PLAN except as specifically modified or supplemented herein.
3. MOU SECTION 2.2.4. This section is modified to read: This provision shall not preclude satellite wastewater separation plants for the recovery of water for local recycling or the upgrading of the SSCWD Ridgemark Estates Wastewater Treatment Plants for local recycling, including but not limited to the Ridgemark Golf Course.
4. MOU SECTION 2.2.6. This section of the MOU is supplemented as follows: to achieve this continued and managed use of groundwater, groundwater supplies from the existing SSCWD wells will be made

available to SBCWD for water supply purposes ONLY if SSCWD consents and agrees to specific terms and conditions for that use.


5. MOU SECTION 2.2.8. This section of the MOU is replaced with the following: Marketing and distribution of recycled water outside the city limits of Hollister and outside the Sphere of Influence of SSCWD shall be the responsibility of SBCWD. Marketing and distribution of recycled water for M & I use inside the Sphere of Influence of SSCWD shall be the responsibility of SSCWD. The marketing and distribution of recycled water for agricultural use inside the Sphere of Influence of SSCWD shall be the responsibility of SBCWD.
6. MOU SECTION 6. BUDGET AND FINANCIAL COMMITMENT. This section of the MOU is modified to read: By the execution of this MOU, each Party agrees to the following cost share for the development and completion of the MASTER PLAN.

<u>Party</u>	<u>Share(%)</u>
SBCWD	45.0
CITY	39.3
SBC	5.9
SSCWD	9.8

In addition, SSCWD agrees to reimburse the CITY and SBC the amounts for the development of the draft MASTER PLAN and related work through June 30, 2007. The total amount expended by CITY, SBC and SBCWD is \$ 835,623.57. The CITY, SBC and SSCWD will compute their shares in accordance with the above percentages. The resulting share amounts shall be reimbursed directly to the Parties or paid to the FUND as a credit to the account of the Party as directed by the Party.

The cost of completing the MASTER PLAN beginning July 1, 2007 and continuing through 2008 is estimated to be \$250,000.00. This amount will be reimbursed by all parties in accordance with MOU SECTION 7. PAYMENT.

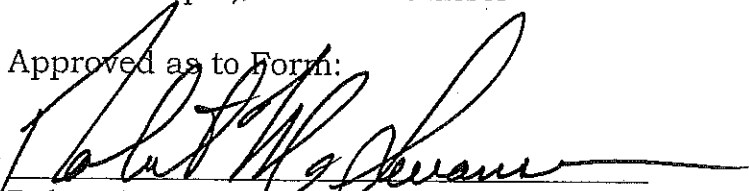
SAN BENITO COUNTY WATER DISTRICT



David E. Pipal, District Counsel

2/6/08

Date

Approved as to Form:


Robert M. Swanson, President

2-6-08

Date

Shelley Giancola
Shelley Giancola, Secretary

2/6/08
Date

CITY OF HOLLISTER

Douglas A. Emerson
Douglas A. Emerson

2-4-08
Date

Approved as to Form:

Stephanie Atigh
Stephanie Atigh, City Attorney

2-4-08
Date

Attest:

Geri Johnson
Geri Johnson, City Clerk

Feb. 4, 2008
Date

SAN BENITO COUNTY

Jaime DeLaCruz
Jaime DeLaCruz, Chairman

2-5-08
Date

Approved as to Form:

Shirley L. Murphy
Deputy County Counsel
Attest:

Jan. 29, 2008
Date

Linda Churchill
Linda Churchill, Clerk of the Board

2/5/08
Date

SUNNYSLOPE COUNTY WATER DISTRICT

Dawn V. Anderson

Dawn V. Anderson, President

2/13/08

Date

Approved as to Form:

Lloyd Lowrey

Lloyd Lowrey, District Counsel

2-14-08

Date

Attest:

Bryan M. Yamaoka

Bryan M. Yamaoka, Secretary

2-13-08

Date

RESOLUTION NO. 2008-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER
APPROVING AND AUTHORIZING EXECUTION OF
AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING –
HOLLISTER URBAN AREA WATER AND WASTEWATER MASTER PLAN

WHEREAS, SBCWD, CITY and SBC entered into the MEMORANDUM OF UNDERSTANDING, HOLLISTER URBAN AREA WATER AND WASTEWATER MASTER PLAN (MOU), copy attached as EXHIBIT I; and

WHEREAS, Section 18 of that MOU provides for the incorporation of SSCWD as an additional party to the MOU; and

WHEREAS, the SBCWD, CITY, and SBC have paid for the development of the current draft MASTER PLAN and the services of a Program Manager, a portion of which are allocated to the SSCWD service areas;


NOW, THEREFORE, BE IT RESOLVED THAT the Amendment to the Memorandum of Understanding, Hollister Urban Area Water and Wastewater Master Plan is hereby approved and the Mayor is authorized to execute the Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of the City of Hollister at a regular meeting duly held on this 4th Day of February, 2008, by the following vote:

AYES: Council Members Valdivia, Pike, Johnson, Sanchez, and Mayor Emerson.

NOES: None.

ABSENT: None.




Douglas A. Emerson, Mayor

ATTEST:



Geri Johnson, City Clerk

APPROVED AS TO FORM:



Stephanie Atigh, City Attorney

DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK
CITY OF HOLLISTER

MEMORANDUM OF UNDERSTANDING
HOLLISTER URBAN AREA
WATER AND WASTEWATER MASTER PLAN

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on _____, 2004 by and among the SAN BENITO COUNTY WATER DISTRICT (SBCWD), the CITY OF HOLLISTER (CITY), and San Benito County (SBC)

RECITALS

WHEREAS, California Government Code Section 6502, authorizes public entities, including cities, counties and special districts to enter into agreements for their mutual benefit; and

WHEREAS, SBCWD, CITY, and SBC have developed a Statement of Intent, Hollister Area Water and Wastewater Master Plan; attached as Exhibit A, and included herein by reference, and

WHEREAS, SBCWD, CITY, and SBC have a compelling and mutual interest in developing and implementing the Hollister Urban Area Water and Wastewater Master Plan, (MASTER PLAN), and

WHEREAS, SBCWD, CITY, and SBC want to ensure cooperation and mutual support for successful and cost-effective development and implementation of the MASTER PLAN.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by SBCWD, CITY, and SBC as follows:

1. GENERAL. The foregoing recitals are true and current, and incorporated herein.
2. HOLLISTER URBAN AREA WATER AND WASTEWATER MASTER PLAN The parties intend to undertake the development of a comprehensive Master Plan for water supply and wastewater treatment and disposal for the Hollister Urban Area.

The comprehensive MASTER PLAN shall identify specific programs and projects to achieve the agreed upon objectives at the lowest practical lifecycle cost and earliest practical time. The MASTER PLAN shall include a feasibility phase(s) and an implementation plan phase(s) resulting in specific size, location and performance for physical facilities, project specific CEQA compliance, a financing plan including required revenues from water (wholesale and retail), recycled water and wastewater rates and charges, assessments and connection/impact fees, funding mechanism (cash, bonds, etc.), and institution arrangements and responsibilities (ownership, operations, maintenance, repair and replacement responsibility, etc.)

2.1 As provided in the Statement of Intent, the MASTER PLAN shall be based on the following principles:

2.1.1 The Hollister Domestic Wastewater Treatment Plant is the primary wastewater treatment plant for the Hollister Urban Area including areas within the County that are designated to be served by that facility.

- 2.1.2 The standards for the quality of wastewater to be discharged (percolated, reused or discharged to surface water) shall be developed and agreed to by the City of Hollister, San Benito County and the San Benito County Water District and shall include appropriate consideration of regional issues. These standards shall be the most stringent of local standards, state or federal regulations and shall include careful consideration of anticipated future regulation.
- 2.1.3 The selection of wastewater treatment processes and disposal methods shall include careful consideration of future wastewater disposal requirements and provision for maximum reuse of wastewater. The selection of wastewater disposal options and sites shall be agreed to by the City of Hollister, San Benito County and San Benito County Water District provided that disposal shall not:
- a. Impact drinking water supplies or negatively impact adjacent land uses or property values unless fully mitigated to the satisfaction of the City of Hollister, San Benito County and San Benito County Water District, or
 - b. Be inconsistent with applicable General Plans or Policies including preservation of agricultural land, or
 - c. Be or result in conditions inconsistent with the quantity, quality, or groundwater levels objectives of groundwater management plans for the area of disposal.
- 2.1.4 Urban water supply including as appropriate blending of treated surface water and ground water, removal of hardness and other minerals from groundwater to provide urban water users with uniform water quality, shall minimize the need for water softeners, assure reliability of the urban water supply and support direct use of urban wastewater. The urban water supply shall include provision(s) for drinking water service to areas in and adjacent to the Hollister Urban Area where Health and Safety issues exist.
- 2.1.5 Surface water and groundwater supplies shall be managed to sustain the area water supply and manage groundwater levels to avoid negative impacts on overlying land uses.
- 2.1.6 The standards for the quality of potable (drinking) water delivered to urban users shall be developed and agreed to by the City of Hollister, San Benito County and the San Benito County Water District and shall include appropriate consideration of regional issues while focusing on economic and health impacts. These standards shall to be the most stringent of local standards, state or federal regulations and shall include careful consideration of anticipated future regulation.
- 2.1.7 The impacts of water supply and treatment and wastewater treatment and disposal including reclamation on the culture, economy and environment of the City of Hollister and San Benito County shall be carefully evaluated and negative impacts minimized. The impacts considered shall include, but not be limited to, impacts on air quality, surface water and groundwater quality and quantity, rates and charges including connection / impact fees, property values, industry and business, preservation of agriculture and agricultural land, and aesthetics.

- 2.1.8 Water and wastewater management to protect and sustain the local surface and groundwater supplies of San Benito County.
- 2.2 The Parties further agree that the MASTER PLAN shall be based on the following objectives and assumptions:
- 2.2.1 The urban water supply (surface and groundwater) and water system for the Hollister Urban Area shall be capable of meeting 100% of the demands during wet, above normal, normal and dry years and in the first year of a critically dry period. That supply shall be consistent with meeting 100% of the San Benito County Water District Zone 3 and Zone 6 demands under the same conditions. During the second and subsequent years of multi-year droughts/water shortages the water supplies (surface and groundwater) shall be capable of meeting 85% of the Municipal and Industrial demands and 75% of the agricultural demands.
- 2.2.2 Drinking water shall have a TDS concentration of not greater than 500 mg/l and a hardness of not greater than 120 mg/l (Calcium Carbonate)
- 2.2.3 Recycled wastewater, shall have a target TDS of 500 mg/l and shall not exceed 700 mg/l TDS. To meet this objective, the wastewater treatment plant(s) shall include provision(s) for demineralization. This objective shall be met first by rigorous source control including, but not limited to, the elimination of on-site regenerating water softeners and second by demineralization. Blending recycled water with San Felipe water is ONLY an interim measure for achieving recycled wastewater quality objectives. The recycled wastewater objective shall be met by the two measures identified above and the objectives of Section 2.2.2 as soon as practical and not later than by 2015.
- 2.2.4 Within the Hollister Urban Area all wastewater shall be treated at a central wastewater treatment plant and City and County General Plans and supporting public service plans and implementing Ordinances/Regulations shall be consistent with that requirement. This provision shall not preclude satellite wastewater separation plants for the recovery of water for local recycling.
- 2.2.5 Within the Hollister Urban Area reliable and sustainable water supply shall be provided and maintained. The water conservation goals of the Groundwater Management Plan Update for the San Benito County Portion of the Gilroy-Hollister Groundwater Basin shall be used as the basis for all water and wastewater Demand/flow projects. Water supply, treatment, transmission, storage (fire suppression, emergency and operational), and distribution facilities shall meet water industry and regulatory standards for service and reliability. The MASTER PLAN shall include an evaluation of the current systems service and reliability levels. The MASTER PLAN shall include an evaluation of the Hollister Urban Area water supply meeting California Urban Water Management Plan requirements including Chapters 642 and 643, Statutes of 2001 (Senate Bill 221 and 610 respectively). It is the intent of the parties that these evaluations be used to determine and define the ability of the Hollister Area water systems to service additional customers and that these evaluations will be the basis for General Plans and supporting policies and plans including input to LAFCO determinations and that the Master Plan be updated at seven (7) to ten (10) year intervals.

- 2.2.6 Urban water supply including the treatment of surface and groundwater for wholesale delivery shall be the responsibility of the San Benito County Water District. Continued, managed use of groundwater is necessary to protect portions of the Hollister Urban Area including the City of Hollister Industrial and Domestic Wastewater Treatment Plants and areas susceptible to liquefaction from the adverse impacts of high groundwater. To achieve this continued and managed use of groundwater, groundwater supplies from the existing City of Hollister wells will be made available to SBCWD for water supply purposes ONLY if the City of Hollister consents and agrees to specific terms and conditions for that use.
- 2.2.7 Centralized wastewater treatment including specialized treatment as required to produce reclaimed water for agricultural purposes and disposal by means other than reclamation shall be the responsibility of the City of Hollister.
- 2.2.8 Marketing and distribution of recycled water for agricultural purposes and for any purpose outside the city limits of the City of Hollister shall be the responsibility of the San Benito County Water District.
- 2.2.9 Within the Hollister Urban Area dual water supplies and dual distribution systems shall be required for all new development and for new parks, schools grounds, cemeteries, and other large landscaped areas. Every reasonable effort shall be made to provide existing park, school grounds, cemeteries and other large landscape areas with supplies separate from the domestic water system. Nothing shall prevent the San Benito County Water District from developing groundwater supplies for parks, school grounds, cemeteries and other large landscaped areas.

The Parties recognize that these objectives may require revision in order to be achieved at the lowest practical lifecycle cost and earliest practical time. Any such revision shall be made in accordance with Article 13.

3. GOVERNANCE COMMITTEE. A Governance Committee shall be formed to provide policy level direction for the MASTER PLAN. The Governance Committee shall consist of two (2) elected officials from each Party. The Governance Committee will meet no less than quarterly to review the MASTER PLAN status. SBCWD agrees to provide for notice of meetings and meeting facilities unless otherwise directed by the Governance Committee. Regular, adjourned and special meetings shall be called and held in the manner as provided in Chapter 9 of Division 2, Title 5 of the Government Code of the State of California, "The Brown Act", commencing at Government Code Section 54950.

4. MANAGEMENT COMMITTEE. A Management Committee shall be authorized and established for day-to-day management of the Master Plan. Each Party shall have one agency staff representative on the Management Committee. The Management Committee shall establish the means for decision making and resolution of any and all disputes. The decision making and dispute resolutions procedures shall be provided to the Governance Committee for review.

5. MASTER PLAN ADVISORY GROUP. At the direction of the Management Committee, a Master Plan Advisory Group may be established to provide technical, financial, institutional, regulatory and environmental review and advise. The Management Committee shall make provision for regular and ongoing consultation with the Central Coast Regional Water Quality Control Board and the California Department of Health Services.

6. BUDGET AND FINANCIAL COMMITMENT. By execution of this MOU, each Party agrees to an initial budget for the MASTER PLAN as outlined below. This initial budget is intended to cover the estimated costs for the Feasibility Phase of the Program. The budget for subsequent phases will be developed by the Management Committee and approved by the Governance Committee. Each Party commits to funding the initial budget in the following shares:

<u>Party</u>	<u>%</u>	<u>\$</u>
SBCWD	45.0	135,000
CITY	42.0	125,000
SBC	<u>13.0</u>	<u>40,000</u>
	100.0	300,000

7. PAYMENT. Each Party upon execution of this MOU shall forward a check or warrant to SBCWD payable to SBCWD – HOLLISTER URBAN AREA WATER AND WASTEWATER MASTER PLAN FUND (FUND) in the amount of 30 percent of the initial budget in Article 6. Upon authorization of contracts for services, materials, and expenses, each Party agrees to pay its share of the FUND as agreed in Article 8. Each Party shall bear its own policy (elected official), technical and management staff costs. SBCWD agrees to manage the FUND as provided in Article 8 hereof. Invoices shall be payable to SBCWD – Hollister Urban Area Water and Wastewater Master Plan FUND within 30 days of receipt.

8. HOLLISTER URBAN AREA WATER AND WASTEWATER MASTER PLAN FUND. Upon receipt of a fully executed agreement from all Parties and payment to SBCWD of their allocated shares, as provided in Articles 6 and 7, SBCWD shall, with its contribution as provided in Article 6, execute this MOU and shall establish the FUND which shall be maintained separately from all other SBCWD funds. Interest on the balance of funds on hand shall accrue to the benefit of the FUND. SBCWD shall maintain all accounting records related to the FUND and may charge the FUND for the reasonable costs of accounting services. SBCWD will provide all agencies with a monthly accounting of all FUND income and expenses and the balance on hand. The Governance Committee may authorize assessments if it deems it necessary to increase the balance on hand in the FUND provided that the Party shall not be assessed, and shall not be required to pay any amount in excess of its commitment provided in Article 6 hereof until all Parties agree to increase the budget or adjust the shares.

9. MASTER PLAN ADMINISTRATION. SBCWD will act as the Administrator and will provide a Program Manager dedicated to the MASTER PLAN and will contract for consulting services or other expenses subject to approval by the Governance Committee. The Program Manager and consultants retained for the MASTER PLAN effort shall report to and be responsible to the Management Committee.

10. DATA, STUDIES AND RELATED INFORMATION. The Parties agree to all provide pertinent data, previous studies, and related information for the completion of the MASTER PLAN. Specific data, previous studies and related information to be provided by the Parties is detailed in the WORK PLAN.

11. SEPARATE AGREEMENTS. No Party herein is obligated by this MOU to implement final design, financing, or construction of the HOLLISTER URBAN AREA WATER AND WASTEWATER MASTER PLAN facilities or to the percentages set forth in Article 6. Any facilities proposed to implement the MASTER PLAN shall be designed, financed, and constructed pursuant to separate agreements, provided that if a Party's share changes, up or

down, prior payments under this MOU may be credited or debited to participating Parties. Ownership and OMR&R responsibilities shall be subject to a separate agreement to be executed before any construction contract is awarded.

12. NOTICES. All notices relative to this MOU shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The Parties shall be addressed as follows, or at any other address designated by notice:

SBCWD: District Engineer
30 Mansfield Road
Hollister, CA 95023
Tel: 831-637-8218
Fax: 831-637-7267

CITY: Public Works Director
375 Fifth Street
Hollister, CA 95023
Tel: 831-636-4370
Fax: 831-634-4372

SBC: County Planning Director
San Benito County Planning Department
3225 Southside Road
Hollister, CA 95023
Tel: 831 637-5313
Fax: 831 637-9015

13. ENTIRE AGREEMENT. This MOU sets forth the entire Agreement among the Parties and supersedes all other oral or written representations. This MOU may be modified only in writing, approved by the Parties.

14. INDEPENDENT CONTRACTORS. This MOU calls for the performance of the service of SBCWD, CITY, and SBC as independent contractors. No Party is an agent or employee of any other Party for any purpose and is not entitled to any of the benefits provided by any Party to its employees. This MOU shall not be construed as forming a partnership or any other association or agency among SBCWD, CITY, and SBC other than that of independent contractors.

15. LIMITATION OF LIABILITY. No Party shall be liable to any other Party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising solely from any act or omission of the other Party's officers, agents, or employees

16. CLAIMS. A Party against whom any claim arising from any subject matter of this MOU is filed shall give prompt written notice of the filing of the claim to all other Parties.

17. EFFECTIVE DATE. This MOU is effective upon duly authorized execution by all of the Parties. It is the product of negotiation and, therefore, shall not be construed against any Party.

18. ADDITIONAL MEMBERS. The Governance Committee shall establish policy and procedures to incorporate Sunnyslope County Water District as an additional party to this MOU. Said policy shall be added to this MOU as an addendum.

19. TERMINATION. Any Party to this MOU may terminate its participation in the activities herein described upon:

1. Completion of the feasibility phase, or
2. Upon 180 days written notification to the other Parties follow completion of the feasibility phase

IN WITNESS HEREOF, the Parties hereto have caused this MOU to be executed, the day and year first-above written.

SAN BENITO COUNTY WATER DISTRICT

David E. Pipal
David E. Pipal, District Counsel
Approved as to Form:

12/15/04
Date

Kenneth A. Perry
Kenneth A. Perry, President
Attest

12/15/04
Date

Maria E. Alfaro
Maria E. Alfaro, Secretary

December 15, 2004
Date

CITY OF HOLLISTER

Alaine Cass
Approved as to Form:

Dec 13, 2004
Date

Alaine Cass
Attest

Dec. 13, 2004
Date

Beri Johnson

Dec 13, 2004
Date

SAN BENITO COUNTY

Karen R. Johnson
Co. Counsel
Approved as to Form:

Dec. 7, 2004
Date

Bob Cruz
Attest

12/7/04

Sally Navary
asst. clerk

12/7/04
Date

STATEMENT OF INTENT
CITY OF HOLLISTER
SAN BENITO COUNTY
SAN BENITO COUNTY WATER DISTRICT
HOLLISTER URBAN AREA
WATER AND WASTEWATER MASTER PLAN

To develop and maintain a master plan for water supply and wastewater treatment and disposal for the Hollister Urban Area that meets agreed upon objectives in support of and consistent with the General Plans of San Benito County and the City of Hollister and the Groundwater Management Plan for the San Benito County Portion of the Gilroy -Hollister Groundwater Basin.

1. The master plan shall be based on the following:
 - 1.1 The Hollister Domestic Wastewater Treatment Plant is the primary wastewater treatment plant for the Hollister Urban Area including areas within the County that are designated to be served by that facility.
 - 1.2 The standards for the quality of wastewater to be discharged (percolated, reused or discharged to surface water) shall be developed and agreed to by the City of Hollister, San Benito County and the San Benito County Water District and shall include appropriate consideration of regional issues. These standards shall be the most stringent of local standards, state or federal regulations and shall include careful consideration of anticipated future regulation.
 - 1.3 The selection of wastewater treatment processes and disposal methods shall include careful consideration of future wastewater disposal requirements and provision or maximum reuse of wastewater. The selection of wastewater disposal options and sites shall be agreed to by the City of Hollister, San Benito County and San Benito County Water District that disposal shall not:
 - a. Impact drinking water supplies or negatively impact adjacent land uses or property values unless fully mitigated to the satisfaction of the City of Hollister, San Benito County and San Benito County Water District, or
 - b. Be inconsistent with applicable General Plans or Policies including preservation of agricultural land, or
 - c. Be or result in conditions inconsistent with the quantity, quality, or groundwater levels objectives of groundwater management plans for the area of disposal.

- 1.4 Urban water supply including as appropriate blending of treated surface water and ground water, removal of hardness and other minerals from groundwater to provide urban water users with uniform water quality, minimize the need for water softeners, assure reliability of the urban water supply and support direct use of urban wastewater. The urban water supply shall include provision(s) for drinking water service to areas in and adjacent to the Hollister Urban Area where Health and Safety issues exist.
 - 1.5 Surface water and groundwater supplies to be managed to sustain the area water supply and manage groundwater levels to avoid negative impacts on overlying land uses.
 - 1.6 The standards for the quality of potable (drinking) water delivered to urban users shall be developed and agreed to by the City of Hollister, San Benito County and the San Benito County Water District and shall include appropriate consideration of regional issues while focusing on economic and health impacts. These standards shall be the most stringent of local standards, state or federal regulations and shall include careful consideration of anticipated future regulation.
 - 1.7 The impacts of water supply and treatment and wastewater treatment and disposal including reclamation on the culture, economy and environment of the City of Hollister and San Benito County shall be carefully evaluated and negative impacts minimized. The impacts considered shall include , but not be limited to, impacts on air quality, surface water and groundwater quality and quantity, rates and charges including connection / impact fees, property values, industry and business, preservation of agriculture and agricultural land, and aesthetics.
 - 1.8 Water and wastewater management to protect and sustain the local surface and groundwater supplies of San Benito County.
2. And it is the intent of the parties that development of the master plan be coordinated with and support the City of Hollister's efforts to:
 - 2.1 Achieve and maintain compliance with Regional Water Quality Control Board Orders.
 - 2.2 Remove the current building moratorium and/or lessen the restrictions on wastewater service for new business and industry through sewer capacity credits and transfers or similar mechanisms.
 - 2.3 Secure and maintain the support of San Benito County and San Benito County Water District in achieving items 2.1 and 2.2.
 3. Finally, the parties recognize that effective, sustainable management of water and related resources and provision of water and wastewater service will require:

- 3.1 An open and transparent process with complete, timely and accurate information exchange among the parties, their constituents, regulatory agencies and other local and regional interests, and
- 3.2 Revision of existing policies and practices and/or the development of new policies and practices and the commitment to good faith considerations of such requirements by the parties.


The Hollister Urban Area Water and Wastewater Master Plan shall be developed under the terms and conditions of a Memorandum of Understanding between the City of Hollister, San Benito County and San Benito County Water District which shall include provisions for including Sunnyslope County Water District.

SBCWD

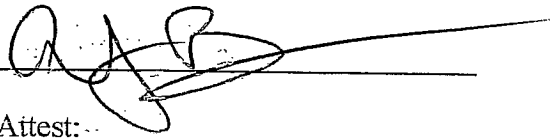


October 21, 2004
Date

Attest:

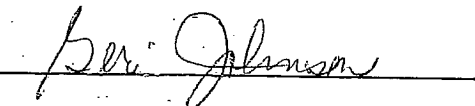


CITY OF HOLLISTER



10-18-04
Date

Attest:



SBC

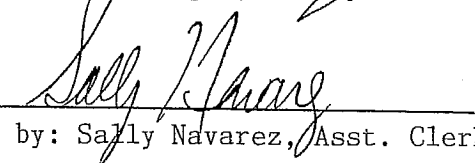


Bob Cruz, Chair Board of Supervisors

Oct. 12, 2004
Date

Attest:

John R. Hodges, County Clerk



by: Sally Navarez, Asst. Clerk

PREVIOUS AND ONGOING STUDIES

- Groundwater Management for the San Benito County Part of the Gilroy – Hollister Groundwater Basin, Jones and Stokes / CH2M Hill, 1998.
- Groundwater Management Plan, Existing Conditions and Alternatives, Todd Engineers / EDAW, December 2001.
- Groundwater Management Plan Update for the San Benito County Portion of the Gilroy – Hollister Groundwater Basin, Kennedy/Jenks Consultants, July 2003.
- Programmatic EIR for the Groundwater Management Plan Update for the San Benito County Portion of Gilroy – Hollister Groundwater Basin, David J. Powers and Associates, May 2004.
- Groundwater Softening – Demineralization Feasibility Study for Sunnyslope County Water District, Kennedy/Jenks Consultants, July 2003.
- Groundwater Demineralization Study Technical Memorandum, SBCWD, MWH, August 2003.
- Reclaimed Water Feasibility Study, RMC, May 2005.
- Technical Memorandum using CALSIM II for Long-Term Planning for SBCWD, MWH, April 2004.
- Annual Groundwater Reports for the San Benito County Water District.
- Long-Term Wastewater Management Plan, City of Hollister, Hydrosience, In Progress.
- Environmental Impact Report, Long-Term Wastewater Management Plan, City of Hollister.
- Groundwater Model, Gus Yates, In Progress.
- Urban Water Management Plan, 2005 Update, City of Hollister, Kennedy/Jenks Consultants, In Progress.