



City of St. Helena
Water and Wastewater Advisory Committee
Regular Meeting
City Hall 1088 College Avenue, St. Helena
Friday, March 28, 2025 @ 1:00 PM

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes.

Public comment for meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be emailed at least three hours prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line agenda.

Page

1. CALL TO ORDER
2. ROLL CALL
Chair: Brent Randol, Vice Chair: Garry Rose Committee Members: Jay Kouba, Mario Trincherro, Peter White
Alternate Member: Carl Myers
Staff Liaison: April Mitts, Assistant City Manager
3. PUBLIC FORUM:
An opportunity for the public to directly address the Committee on items of interest to the public that are not listed on the agenda. Any person addressing the Committee should provide his or her name and address, and limit comments to four minutes. Because of restrictions imposed by **the Brown Act, the Committee may not engage in substantive discussion, nor take action on matters not described on the agenda.**
4. REPORTS BY STAFF AND BOARD
Reports by staff and/or Committee on items of general interest. Brief questions for clarification may be posed and answered, and Committee may request that items be placed on a future agenda. Except under certain circumstances, **the Brown Act prohibits any other discussion or action by the Water and Wastewater Advisory Committee.**
5. OLD BUSINESS:
 - 5.1. Committee Information Requests from March 14, 2025 meeting
[Information Requests](#)
6. NEW BUSINESS:
 - 6.1. Water Community Forum Information - April 14, 2025 at Cameo Theatre
 - 6.2. Development of Work Plan for City Council Consideration
7. ADJOURNMENT

3 - 22

The next regular Water and Wastewater Rate Study Advisory Committee meeting is scheduled for TBD date.

This agenda was posted at City Hall, 1088 College Avenue, St. Helena, California on March 25, 2025.

April Mitts, Assistant City Manager

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 968-2742. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

3/28/25 W/WW Advisory Meeting

Information Requests

1. Enterprise Finances
 - a. Operations: <https://www.cityofsthelena.gov/ArchiveCenter/ViewFile/Item/71>
 - i. Water Enterprise – starts on PDF page 182 (budget page 176)
 - ii. Wastewater Enterprise – starts on PDF page 190 (budget page 184)
 - b. Capital Improvement Plan:
https://sthelena.civicweb.net/document/262251/_p%20style= text-align justify; _Consideration%20an.pdf?handle=B3D8939A2E054B2C9F52B55C98DF719F
 - i. Water – starts on PDF page 45
 - ii. Wastewater – starts on PDF page 79
2. Legal Entity of Water Enterprise
 - a. California Water Association FAQs - <https://calwaterassn.com/our-industry/faq-2/>
 - b. California State Water Resources Board:
https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/documents/waterpartnerships/what_is_a_public_water_sys.pdf
3. 2020 LAFCO Report – Napa Countywide Water and Wastewater Municipal Service Review:
https://napa.lafco.ca.gov/files/f8a4ec2b4/NapaCountywideWaterWastewaterMSR_Updated_10-4-21.pdf
4. Water Agreements: <https://www.cityofsthelena.gov/334/Water-Agreements>
 - a. Water Agreement Summary Report:
<https://www.cityofsthelena.gov/DocumentCenter/View/4813/Water-Agreement-Compliance-Summary-PDF>
 - b. Water agreements do not necessarily limit the amount of water use, but imposes additional fees for utilizing water above the designated amount. The total annual limitations in HCF is 268,106, in 2024, the total amount used was 36,873.
5. River Watch Settlement – 2018

STH CONTRACT: 2018-023

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”), effective as of the last date of execution below (“Effective Date”), is made by and between California River Watch, a nonprofit corporation, on behalf of itself and its members (“CRW”), and the City of St. Helena (“the City”), a political subdivision of the State of California. CRW and the City are sometimes hereinafter each referred to as “Party” or collectively as the “Parties.”

RECITALS

- A. California River Watch is an Internal Revenue Code § 501(c)(3) nonprofit, public benefit corporation organized under the laws of the State of California, dedicated to protecting, enhancing, and helping to restore the surface waters and ground waters of California, including coastal waters, rivers, creeks, streams, wetlands, vernal pools, aquifers and associated environs, biota, flora and fauna, and to educating the public concerning environmental issues associated with these environs.
- B. The City of St. Helena, organized under the laws of the State of California, owns and operates a sanitary sewer collection system for the purpose of collecting and conveying to the City’s publicly owned treatment works (“POTW”) wastewater from residential, commercial, and industrial sources, subject to NPDES No. CA0038016, State Water Resources Control Board Order No. R2-2016-0003 under the federal Clean Water Act (“CWA”). The City has also been enrolled under the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (“WDR”), State Water Resources Control Board Order No. 2006-003-DWQ since the WDR’s adoption in May 2006.
- C. On April 22, 2017, CRW served the City with a 60-day Notice of Violations and Intent to File Suit (“Notice Letter”) alleging various violations of the CWA relating to the collection system and POTWs. A copy of the Notice Letter is attached to this Agreement as Exhibit A.
- D. The City denies any and all of CRW’s allegations and claims in the Notice Letter.
- E. The Parties have expended effort and resources in investigating and evaluating allegations and claims set forth in the Notice Letter, including the exchange of information regarding the collection system, as well as engaging in a negotiation and technical dialogue regarding settlement.
- F. The Parties now wish to resolve and settle all disputes, obligations, and purported or actual claims or causes of action, which may exist by and between CRW and the City, including without limitation any disputes, obligations, claims and/or causes of action that were or could have been asserted in or pursuant to the Notice Letter.

NOW, THEREFORE, in consideration of the execution of this Agreement and the releases, satisfactions and promises made herein, it is hereby agreed upon by the Parties as follows:

TERMS AND CONDITIONS

1. **Parties Bound By This Agreement and Length of Agreement.** This Agreement, and each of its provisions, including all representations, warranties, and promises contained herein, binds, and inures to the benefit of CRW and the City, and each of their respective assigns, present and future affiliates, parents, subsidiaries, predecessors and successors in interest whether by merger, consolidation, or otherwise, as well as their respective representatives, agents, and administrators, past, present, and future. The "Termination Date" of this Agreement is the date that all of the requirements under Sections 2 and 3 are completed by the City.

2. **Actions by the City.** In exchange for the delivery, execution, and performance of this Agreement and of the Release by CRW as provided herein, the City shall perform the below-specified projects. The City reserves the right, in its sole discretion, to determine: (i) which persons shall perform any work described herein, including contractors; and (ii) the scope and technical details of, and the manner to implement, such work subject to review and approval by the Regional Water Quality Control Board (or such other regulatory agency as may, from time to time, exercise jurisdiction with respect to environmental matters under the Permit).
 - 2.1. **Sewer Collection System Investigation and Repair**
 - 2.1.a. **Definitions**
 - i. **Condition Assessment:** A report that comprises inspection, rating, and evaluation of the existing condition of a sewer collection system. Inspection is based upon closed circuit television ("CCTV") inspections for gravity mains. After CCTV inspection occurs, pipe conditions are assigned a grade based on the Pipeline Assessment and Certification Program ("PACP") rating system, developed by the National Association of Sewer Service Companies.
 - ii. **Full Condition Assessment:** A Condition Assessment of all gravity sewer lines except for gravity sewer lines (not force mains) located within two hundred (200) feet of surface waters, defined as a river, creek, or stream (i.e., those gravity sewer lines not included in the definition of Surface Water Condition Assessment in the sewer collection system.
 - iii. **Surface Water Condition Assessment:** A Condition Assessment of gravity sewer lines (not force mains) within two hundred (200) feet of surface waters, as defined as a river, creek, or stream.

iv. Significantly Defective: A sewer pipe is considered to be Significantly Defective if its condition receives a Structural grade of 5 based on the PACP rating system. The PACP assigns grades based on the significance of the defect, extent of damage, percentage of flow capacity restriction, and/or the amount of pipe wall loss due to deterioration. Grades are assigned as follows:

5 – Most significant defect.

Pipe segment has failed or will likely fail within the next five years. Pipe segment requires immediate attention.

4 – Significant defect.

Pipe segment has severe defects, risk of failure within the next five to ten years.

3 – Moderate defect.

Pipe segment has moderate defects, no immediate risk of failure deterioration likely to continue with possible failure in 10 to 20 years.

2 – Minor to moderate defect.

Pipe segment has minor defects, little or no deterioration, unlikely to fail within next 20 years.

1 – Minor defect.

Pipe segment has minor to no defects, no deterioration, unlikely to fail in foreseeable future.

v. Collection System: A system of pipes, sewer lines, or other conveyances owned by the City and located within the City's boundary that are used to collect and convey wastewater to the POTWs.

2.1.b Within five (5) years after the Effective Date of this Agreement, the City shall repair or replace all sewer lines which have been CCTV'd within the past five (5) years that have been rated as Significantly Defective and are located within two hundred (200) feet of surface waters, defined as a river, creek, or stream, excepting those gravity sewer lines that have been constructed within the last ten (10) years.

2.1.c. Within five (5) years after the execution of this Agreement, the City shall complete a Surface Water Condition Assessment (Assessment) of gravity sewer lines (not force mains) which have not been CCTV'd during the past five (5) years.

2.1.d. Within five (5) years after completion of the Surface Water Condition Assessment conducted pursuant to paragraph 2.1.c., the City shall:

- i. Repair or replace all gravity sewer lines found to be Significantly Defective as defined in the Assessment;
 - ii. Repair, replace, or take other appropriate action (defined as diverting sewage flow from a sewer line or abandoning a sewer line in lieu of repair or replacement), for gravity sewer pipe segments containing defects with a rating of 5 based on the PACP rating system, if such defect resulted in a SSO, or, if in the City's discretion, such defects are in close proximity to Significantly Defective segments that are in the process of being repaired or replaced; sewer pipe segments which contain defects with a rating of 5 that are not repaired or replaced within five (5) years after completion of the Surface Water Condition Assessment are to be re-CCTV'd every five (5) years to ascertain the condition of the sewer line segment.
- 2.1.e. The City shall complete a Full Condition Assessment within seven (7) years after the Effective Date of this Agreement, except for those gravity sewer lines that have been CCTV'd within five (5) years prior to the completion of the Assessment or constructed within ten (10) years prior to the completion of the Assessment. Any sewer pipe segment receiving a rating of 5 based on the PACP rating system shall be repaired or replaced within five (5) years after the rating determination. If any sewer pipe segment receiving a rating of 5 based on the PACP rating system is within two hundred (200) feet of a surface water or drinking water well that segment shall be repaired or replaced within six (6) months after the rating determination unless the City can prove by means of human specific pathogens such as coliform bacteria and E. coli or human marker testing that the segment is not posing a threat to that surface water or drinking water well.
- 2.1.f. The City shall perform a Condition Assessment of all sewer lines, at least every seven (7) years. This program shall begin one (1) year following the Full Condition Assessment described above.

2.2. SSO Reporting and Response

2.2.a. Within one (1) year after the Effective Date of this Agreement, the City Sewer Crew shall receive training on the "Overflow Emergency Response Plan" pursuant to the approved "Sewer System Management Plan" ("SSMP"), and shall continue to provide the following information to the CIWQS State Reporting System:

- i. The method or calculations, and the actual calculations, used for estimating

total spill volume, spill volume that reached surface waters, and spill volume recovered as approved by the State Water Resources Control Board and Sanitary Sewer collection industry (e.g., the California Water Environmental Association/Southern Collection System Committee);

- ii. For Category I and II Spills, a good faith effort to ascertain an accurate estimate of the start time of the SSO based upon direct observation and witness inquiry rather than setting the start time of the SSO as the time the call was received or the SSO was reported. For Category 1 spills, the City shall maintain a listing of nearby residences or business owners who have been contacted to attempt to establish the SSO start time, duration, and flow rate, if such start time, duration, and flow rate have not been otherwise reasonably ascertained, such as from a caller who provides information that brackets a given time that the SSO began; and,
- iii. Taking of photographs of the manhole flow at the SSO site using either the San Diego or Central Coast Method array, if applicable to the SSO, or other photographic evidence that may aid in establishing the spill volume. Photographs shall be taken with a camera that data and time-stamps the photos.

2.2.b. Within one (1) year after the Effective Date of this Agreement, the City shall ensure that it is in full compliance with its legal obligation under State Water Resources Control Board Order No. 2006-0003-DWQ - *Statewide General Waste Discharge Requirements For Sanitary Sewer Systems* ("Statewide WDR").

Compliance with the Statewide WDR includes, but is not limited to, the preparation of a Sewer System Management Plan ("SSMP"), and complying with the requirements in Section D.7.v. to develop and implement an adequate spill response training and sampling program to determine the nature and impact of all SSOs. The City shall implement and place in its Sewage System Overflow Emergency Response Plan ("OERP") the following:

- i. Detailed cleanup and disinfection procedures including methods and chemicals used to reduce the potential for human health risks and adverse environmental impacts that are associated with an SSO event, that include the following:
 - Sampling for human specific pathogens such as coliform bacteria and E. coli, or human markers, where feasible, for any SSO that is greater than fifty (50) gallons. Feasibility for obtaining a sample will involve whether sufficient flow exists to collect a representative, uncontaminated sample, and when weather or other conditions allow

City staff to safely obtain a sample (City staff will not be placed at risk for injury in severe weather).

- In any area in which the City cannot confirm that all of the infectious materials from a SSO have been removed or mitigated, where feasible and when weather or other conditions allow City staff to safely do so, the City shall post appropriate public notification signs and place barricades to keep vehicle and pedestrians away from contact with spilled sewage. For example, signs will be posted at creeks and streams that have been contaminated as a result of an SSO and at visible access locations until the risk of exposure has subsided to acceptable background levels. Warning signs should be checked every day to ensure that they are still in place. Major spills warrant broader public notice. For major spills, the City shall contact local media when significant areas may have been contaminated by sewage and may pose a danger to public health. The signs and other public notices will not be removed until the Health Department has determined there is no further risk to public health and the environment. A “major spill” is defined as any discharge that is one thousand (1,000) gallons or more, discharges to a drainage channel or surface water, and/or any discharge that reaches a storm drain and is not fully captured.

2.2.c. Water quality sampling and testing is required to determine the extent and impact of the SSO whenever there is an SSO that either enters a surface water or is discharged to a surface where it poses a risk to public health or the environment. The water quality sampling procedures shall include:

- i. The first responder shall collect samples where feasible and if required by the State Water Resources Control Board. Samples should be collected as soon as possible after the discovery of the SSO event. Feasibility for obtaining a sample involves whether sufficient flow exists to collect a representative, uncontaminated sample, and when weather or other conditions allow City staff to safely obtain a sample (City staff will not be placed at risk for injury in severe weather).
- ii. For two (2) years after the Effective Date of the Agreement, in the event that an SSO of one thousand (1,000) gallons or more reaches a surface water, City staff shall collect and test samples from three (3) locations, if feasible and the conditions are not unsafe - the point of discharge, upstream of the point of discharge, and downstream of the point of discharge. Constituents tested for shall include Ammonia, Fecal Coliform, E. Coli, Dissolved Oxygen. Water quality sample results shall be reported in an appropriate category on the CIWQS reporting form or as required by the

State Water Resources Control Board. Any requirements under this provision which conflict with sampling or testing requirements by a regulatory agency (e.g., the sampling location, frequency, parameters analyzed), either currently in effect or adopted in the future, shall cease to be in effect under the Agreement between the Parties. The absence of sampling or testing requirements by a regulatory agency shall not be considered a conflict with regulatory agency requirements.

- iii. Within three (3) years after the Effective Date of this Agreement, the City will contract with a registered Environmental Health Specialist or biologist to develop a protocol to evaluate the biological impacts and appropriate remediation for any SSO releases to surface waters that are one thousand (1,000) gallons or more, or pose an imminent and substantial endangerment to public health or the environment, to be implemented as part of the defined SSO remediation procedures in the SSMP.

2.2.d. The City shall create a link from the City's website to the State Water Resources Control Board's CIWQS SSO Public Reports' website, and shall publicize this new link to customers and members of the public. Additionally, the City shall publicize the 24-hour, 7 days per week emergency hotline on the City's website.

2.3. Lateral Inspection/Repair Program

For Fiscal Year 2018/2019, City staff will propose to fully fund the anticipated costs for lateral inspection and repair reimbursement and loans as well as program administration costs. In the event the City Council does not allocate such funds, the City will develop an alternative program designed to achieve an equivalent reduction in inflow and infiltration ("I/I").

2.4. Chemical Root Control

2.4.a The City, if it uses chemical root control, shall use chemicals approved and/or recommended by the federal Environmental Protection Agency or Regional Water Quality Control Board. All application shall comply with the recommendations of the manufacturer of the chemical and as required by Cal-OSHA. All chemicals shall be considered sewage and will receive treatment at the City's Wastewater Treatment and Reclamation plant. Within one (1) year after the Effective Date of this Agreement, the City shall implement methods for the application of root control agents that lessen the incident of these agents escaping the collection system and keeping the public informed. These methods shall include:

- i. Blocking the line upstream and down-stream of the area of application;
- ii. Using root control agents that have a half-life of sixty (60) days or less and the breakdown products are non-toxic to aquatic plants or animals;
- iii. Developing and implementing best management practices to preclude the escape of the root control agent from the sewer line;
- iv. Recordkeeping that includes identifying the PACP rating in the section being treated; a map identifying locations where treatment occurs; the chemical(s) used including the MSDS sheets; and the amounts applied;
- v. Not applying any root control agent to any sewer line that has a known PACP rating of 4 or 5 unless the City can ensure that none of the root control agent will escape the sewer line through any line defect;
- vi. Not knowingly applying any root control agent in any location where groundwater can be contaminated via infiltration or exfiltration; and
- vii. Verifying through CCTV'ing of the sewer lines prior to the expiration of the applicable warranty that the root control agent applied worked effectively to remove the identified root(s).

2.4.b. The City shall post on its website a map showing where a root control agent may be used throughout the sewer system and provide a contact number for the City to respond to questions.

2.4.c. These requirements shall be included in the City's updated SSMP within one (1) year after the Effective Date of this Agreement.

2.5. SSMP Updates.

The City's SSMP shall be kept current and properly certified. All documents relating to the certification shall be provided on the City's Department of Public Works website.

2.6. Staff Training.

Within ninety (90) days after the Effective Date of this Agreement, the City will develop a Standard Operating Procedure for training of City staff with primary responsibility for maintenance of the Collection System. The Standard Operating Procedure will provide that such staff will obtain a California Water Environment Association Certification of Collections I within one (1) year of assignment. To the extent this requirement conflicts with any collective bargaining agreement

applicable to relevant City staff, the provisions of the collective bargaining agreement will prevail.

2.7. Effluent Limitation Compliance.

The City is conducting a Facilities Master Plan which is currently in the design phase. The City submitted a revised schedule to the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) on December 27, 2017. A copy of the final approved schedule will be provided to CRW. Under the Schedule, the City will submit an evaluation report after implementation of the Final Workplan evaluating the effectiveness of the new or modified treatment system and implement any measures intended to achieve compliance with the NPDES permit. The City will provide one copy of the report to CRW within thirty (30) days after completion.

2.8. Receiving Water Monitoring.

2.8.a. The City's NPDES permit requires that the discharge shall not cause the following conditions to exist in receiving waters:

“A.1. Floating material, including solids, liquids, foams, and scum, in concentrations that cause nuisance or adversely affect beneficial uses;

2. Alteration of suspended sediment in such a manner as to cause nuisance or adversely affect beneficial uses, or detrimental increase in the concentrations of toxic pollutants in sediments or aquatic life;

3. Suspended material in concentrations that cause nuisance or adversely affect beneficial uses;

4. Bottom deposits or aquatic growths to the extent that such deposits or growths cause nuisance or adversely affect beneficial uses;

5. Alteration of temperature beyond present natural background levels;

6. Changes in turbidity that cause nuisance or adversely affect beneficial uses, or increases from normal background light penetration or turbidity greater than 10 percent in areas where natural turbidity is greater than 50 nephelometric turbidity units;

7. Coloration that causes nuisance or adversely affects beneficial uses;

8. Visible, floating, suspended, or deposited oil or other products of petroleum origin; or

9. Toxic or other deleterious substances in concentrations or quantities that cause deleterious effects on wildlife, waterfowl, or other aquatic biota, or render any of these unfit for human consumption, either at levels created in the receiving waters or as a result of biological concentration.

B. The discharge shall not cause the following limitations to be exceeded in receiving waters at any place within one foot of the water surface:

1. Dissolved Oxygen 7.0 mg/L, minimum

The median dissolved oxygen concentration for any three consecutive months shall not be less than 80% of the dissolved oxygen content at saturation. When natural factors cause concentrations less than that specified above, the discharge shall not cause further reduction in ambient dissolved oxygen concentrations.

2. Dissolved Sulfide Natural background levels

3. Nutrients Waters shall not contain biostimulatory substances in concentrations that promote aquatic growths to the extent that such growths cause nuisance or adversely affect beneficial uses.

C. The discharge shall not cause a violation of any water quality standard for receiving waters adopted by the Regional Water Board or the State Water Resources Control Board (State Water Board) as required by the CWA and regulations adopted thereunder. If more stringent water quality standards are promulgated or approved pursuant to CWA section 303, or amendments thereto, the Regional Water Board may revise or modify this Order in accordance with the more stringent standards.”

2.8.b. The protocols the City develops to achieve and maintain compliance with its NPDES permit will be incorporated in the Facilities Master Plan and subsequent revised Operations and Maintenance Manuals. The City will provide CRW with one (1) copy of the revised Operations and Maintenance Manuals within thirty (30) days after final revisions of the Operations and Maintenance Manuals.

2.9. Ponds.

The City has installed seven groundwater monitoring wells and completed two monitoring events. The City has scheduled an additional monitoring event in early January and anticipates up to three more monitoring events to be included in a Final Groundwater Investigation Report. The City will provide a copy of the Final

Report to CRW within thirty (30) days after completion, currently scheduled for June 1, 2018.

3. Attorney's Costs and Fees. Within ten (10) calendar days after the Effective Date of this Agreement, the City shall pay CRW the sum of Fifty Thousand (\$50,000). Payment shall be made by the City to CRW in the form of a single check payable to "California River Watch" and mailed to the Law Office of Jack Silver, 708 Gravenstein Highway North, # 407, Sebastopol, CA 95472. Said payment shall constitute full and complete satisfaction of all costs of litigation and attorneys' fees incurred by CRW that have or could have been claimed in connection with this matter up to and including the Effective Date of the Agreement, and for CRW's expert and attorneys' fees and costs for monitoring and enforcing the City's compliance with the ongoing obligations under this Agreement up to and including the Termination Date.
4. Release. It is the intent of the Parties that the execution and delivery of this Agreement constitutes a full and complete satisfaction of all rights, claims and demands by CRW against the City with respect to any and all allegations and claims made in the Notice Letter under the Clean Water Act. CRW on behalf of itself and any and all of its agents, representatives, successors, members, and assigns, except as otherwise provided for herein does hereby absolutely, fully and forever release, relieve, remise and discharge the City and its past and present employees, officers, directors, attorneys, and the predecessors, successors, and assigns of any of them, from all causes of actions, claims, damages (including punitive damages), demands, debts, actions, attorneys' fees, costs of suit, and liabilities of every kind or nature whatsoever, arising exclusively out of the specific claims asserted in the Notice Letter under the Clean Water Act concerning the operation of the sewage collection system. The release provided for herein shall be valid and effective whether the claims, causes of action, or liability hereby released (i) were known or unknown, suspected or unsuspected, (ii) were based in contract, tort, statute, or otherwise, or (iii) arise at law or in equity. The release shall survive the termination of this Agreement, whether by satisfaction of the terms and conditions hereof or operation of law.
5. No Admission. The Agreement is the direct result of a compromise of disputed allegations and claims. As such, this Agreement shall not, for any purpose, be considered as an admission of liability by the City, nor shall the payment of any sum of money in consideration for the execution of this Agreement constitute of be construed as an admission of any liability by the City, which expressly denies any such liability or wrongdoing.
6. Delays in Schedule Implementation. In the event implementation by the City of the remedial measures set forth in Section 2 of this Agreement does not occur by the agreed to dates, despite the timely good faith efforts of the City to acquire any necessary approvals and/or permits, or due to factors unforeseen at the time this Agreement was entered into, the City agrees to notify CRW in writing as soon as practicable after the anticipated delay becomes apparent, and in any case except in a case of force majeure described below, not

less than twenty (20) days prior to any deadline set forth in Section 2, and shall describe the reasons for the anticipated delay.

7. Force Majeure. The City shall not be deemed in default or breach of this Agreement by reason of any event which constitutes a force majeure. For purposes of this Agreement, a force majeure is defined as any event arising from causes beyond the reasonable control of the City or its contractors that delay or prevents performance. This includes, without limitation, acts of God, acts of war, acts of terrorism, fire, explosion, extraordinary weather events, restraint by court order or public authority, or other causes beyond the City's reasonable control. Neither increased costs nor economic hardship shall constitute a force majeure.
8. Breach of Agreement and Dispute Resolution. Any disputes between CRW and the City concerning any alleged breach of this Agreement shall be subject to the following dispute resolution procedures. Failure to satisfy the payment condition in Section 3 is a substantial breach of this Agreement and relieves CRW of its obligations under this Agreement.
 - 8.1 Good Faith Negotiations. CRW and the City shall make good faith efforts to resolve informally any alleged breach of the Agreement. If informal efforts to resolve the alleged breach are unsuccessful, that Party shall provide written notice of the alleged breach and that Party's intent to initiate the dispute resolution procedure of this Section 8. The notice shall include a recitation of all facts and circumstances giving rise to the dispute, including the particular provisions of the Agreement alleged to have been breached.
 - 8.2 Mediation. If the dispute is not resolved by the Parties within thirty (30) days after such notice is given, such dispute shall be submitted to mediation before a mutually agreeable neutral mediator. The Parties shall each bear their own costs and attorney's fees incurred in connection with such mediation.
 - 8.3 Waiver. By agreeing to these dispute resolution provisions, the Parties understand that they are waiving certain important rights and protections that otherwise may have been available to each of them if a dispute between them were determined by judicial action including, without limitation, the right to a jury trial, and certain rights of appeal. Other than the remedies contained within this Agreement including dispute resolution and specific performance of the terms of this Agreement, there are no other remedies. The Parties specifically agree that there is no basis within this Agreement or within the contemplation of the Parties to support a claim for consequential damages due to any form of breach.
9. Notices. All notices, consents, approvals, requests, demands and other communications (collectively, "Notice") which the parties are required or desire to serve upon or deliver to the other Party shall be in writing and shall be given by nationally – recognized overnight courier, by certified United States mail, return receipt requested, postage prepaid,

addressed as set forth below, or by facsimile or electronic mail addressed as set forth below:

If to CRW:

Jack Silver, Esq.
Law Office of Jack Silver
708 Gravenstein Hwy. North # 407
Sebastopol, CA 95472
Tel. (707) 528-8175
Email: jsilverenvironmental@gmail.com

If to the City:

City Manager
City of St. Helena
1480 Main Street
St. Helena, Ca. 94574

The foregoing addresses may be changed by Notice given in accordance with this Section 9. Any Notice sent by mail shall be deemed received two (2) days after the date of mailing. Any Notice sent by electronic mail shall be deemed received upon electronic transmission thereof provided send does not receive electronic notice of non-delivery. Any Notice sent by overnight courier service shall be deemed received on the day of actual delivery as shown by the confirmation of delivery by the messenger or courier service. If the date of receipt of any Notice to be given hereunder falls on a weekend or legal holiday, then such date of receipt shall automatically be deemed extended to the next business day immediately following such weekend or holiday for purposes of calculating time periods commencing upon the date of service.

10. Attorneys' Fees. Other than the payment to CRW under Section 3 each Party shall bear its own past and future attorneys' fees and costs relating to the subject matter of this Agreement.
11. Parties' Acknowledgment of Terms. This Agreement has been carefully and fully read and reviewed by CRW, the City, and their respective counsel, if any, who hereby represent that the contents of this Agreement are understood, and agree that this Agreement is binding on each party or its respective predecessors, successors, and assigns and as described above.
12. Interpretation and Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the United States and the State of California without regard to principles of conflicts of law. This Agreement shall be interpreted and construed as a whole, according to its fair meaning and not strictly for or against any Party, and without regard to which Party drafted the Agreement. All of the promises, representations, and warranties contained in this Agreement survive the execution of this Agreement.
13. No Assignments. Each Party to this Agreement represents and warrants that it has not assigned, transferred, hypothecated, or sold to any third person or entity, any of the rights

or obligations released by or entered into under this Agreement.

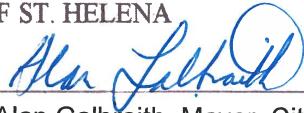
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall evidence one and the same agreement.
15. Headings. The headings used in this Agreement are for convenience of reference and shall not be used to define any provision.
16. Entire Agreement in Writing. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter set forth herein and supersedes all previous or contemporaneous negotiations, commitments (oral or written), and writings with respect to the subject matter set forth herein.
17. Modification or Amendment. This Agreement or any of its provisions may be modified or amended only by written agreement executed by all Parties to this Agreement.
18. Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. If, in any action before any court or other tribunal or competent jurisdiction, any term, restriction, covenant, or promise is held to be unenforceable for any reason, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified, that this Agreement shall be deemed amended to delete here from such provision or portion adjudicated to be invalid or unenforceable, and the remainder of this Agreement shall be deemed to be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.
19. Representations and Warranties. This Agreement is given voluntarily, free of undue influence, coercion, duress, menace, or fraud of any kind. No Party, nor any officer, agent, employee, representative, or attorney of or for any Party, has made any statement or representation to any other Party regarding any fact relied upon in entering this Agreement, and no Party is relying upon any statement, representation, or promise of any other Party, nor of any officer, agent, employee, representative, or attorney of or for any Party, in executing this Agreement or in making the settlement provided herein, except as expressly stated in this Agreement.
20. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Agreement for any cause whatsoever. Subject only to the express restrictions contained in this Agreement, all of the rights, duties and obligations contained in this Agreement shall inure to the benefit of and be binding upon the Parties, and their successors and assigns.

or representation to any other Party regarding any fact relied upon in entering this Agreement, and no Party is relying upon any statement, representation, or promise of any other Party, nor of any officer, agent, employee, representative, or attorney of or for any Party, in executing this Agreement or in making the settlement provided herein, except as expressly stated in this Agreement.

20. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Agreement for any cause whatsoever. Subject only to the express restrictions contained in this Agreement, all of the rights, duties and obligations contained in this Agreement shall inure to the benefit of and be binding upon the Parties, and their successors and assigns.
21. Authority. Each of the persons signing this Agreement on behalf of an entity represents and warrants that he or she has actual authority and capacity to execute the Agreement on behalf of the entity and to bind it to all of the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives.

CITY OF ST. HELENA

By: 
 Alan Galbraith, Mayor, City of St. Helena
 Dated: March 8, 2018

CALIFORNIA RIVER WATCH

By: 
 Larry Hanson
 Board President

Dated: 3/5/2018

6. Water Audit Joint Statement – 2021

Joint Statement Regarding the Protection of Public Trust Resources

The public trust doctrine imposes an affirmative duty on state and local government agencies to protect our streams, lakes, marshlands and tidelands, and the diversity of life that depend on those waters. The City of St. Helena and Water Audit California are issuing this joint statement to affirm our mutual commitment to protect public trust resources. We report to the public that we will take short, medium and long-term actions to acquire the credible scientific data needed to support an analysis of whether the City's water policy decisions adversely impact public trust resources. This credible science will permit the City to incorporate an assessment of the full array of impacts from water use and water department operations on public trust resources and their beneficial uses—including use by humans—into future water policy decisions and water department operations. Water Audit will participate in and contribute to this process.

Human use of groundwater and surface water may result in impacts to public trust resources, including rivers and streams that support fish and wildlife and recreational uses. Understanding the nature of these impacts is complicated by climate change, upstream land use changes, human use of water, groundwater/surface water interaction and other factors. When public trust resources are degraded or lost, the causes may not be obvious. A century or more ago the Napa River and Sulphur Creek were known for their abundant fish. The intervening decades have seen a decline in both the fish population and the summer flows in these important streams. Although very dry summer conditions have been observed in the Napa River in the past, for example, in 1965, the 1976-1977 drought, and the drought in the early 1990s, since the mid-2000s, there have been increased periods of sustained dryness in portions of the Napa River that should not be ignored. According to official reports of regulatory agencies, these drying conditions and other factors can cause serious injury to public trust resources.

The cause of the drying waterways and the solution to the conditions are not immediately clear. The City and Water Audit agree to take the following actions, inspired by the scientific axiom that “we manage what we measure”:

- The City will use the existing authority contained in Chapter 13.16 of its Municipal Code to obtain needed information on groundwater extraction within the City by collection of monthly water levels and annual extraction totals for wells subject to this Chapter. The City will summarize the information collected pursuant to Chapter 13.16, with sufficient detail to make the information scientifically useful, and make the summary publicly available.
- The City will consider public trust issues when assessing the issuance of well permits under Chapter 13.16. The City will consider amendments to

Chapter 13.16 or the taking of other actions to require staff to include consideration of the public trust, in particular by requiring the preparation of a study under Section 13.16.070 to evaluate potential detrimental effects of new wells. Any decision on public trust issues made by the City will be subject to any available legal review processes.

- The City and Water Audit will work collaboratively to facilitate Water Audit's installation of new stream gauges and determination of stage/flow relationship curves in the St. Helena segment of the Napa River, and the St. Helena reaches of York Creek and Sulphur Creek, and to incorporate these gauges into the existing data collection system used by the Napa County Groundwater Sustainability Agency. The City will make good faith efforts to facilitate site access at the earliest opportunity. Water Audit will make the monitored and recorded data public, and the City and Water Audit will encourage the publication of the data on other websites such as the Napa One Rain website.
- The City will engage in a comprehensive review of its current water supply and delivery systems. This will include confirmation of storage capacity of the Bell Canyon Reservoir, and an estimate of future storage loss as a result of upstream erosion caused by fire and development. The City will determine and report the water used by its forty (40) largest water users over the last five years, and associated revenues.
- The City will annually identify and calculate its current distribution system losses and compare those losses to industry standards as established by the State Water Resources Control Board. In the event that losses are greater than acceptable, the City will consider remediation and a time for performance as part of its Capital Improvement Program.
- On or before May 1, 2021, the City will develop new interim operational protocols (i.e., pumping rates, operational durations, sequencing of wells) for its Stonebridge well complex that will allow the wells to be a component of a sustainable municipal water supply without causing injury to public trust resources. The City will regularly update these protocols based on additional data from the new gauges and other applicable sources.
- The City will continue to publish its water supply and delivery system information to the public.
- Throughout this process, the City will seek to avoid harm to public trust resources in future decisions. The City will do this by considering impacts

to public trust resources in future decisions involving the issuance of new groundwater extraction well permits and the issuance of new water connections. All future decisions of the City will be subject to any available legal review processes.