

WATER SUPPLY CONTRACT

BETWEEN

THE CITY OF NAPA AND THE CONGRESS VALLEY WATER DISTRICT

The CITY OF NAPA, a municipal corporation in the County of Napa, State of California, hereinafter called "City", agrees to sell, and the CONGRESS COUNTY WATER DISTRICT, a county water district, hereinafter called "District", agrees to buy water under the following terms and conditions:

RECITALS

A. The City is the owner and operator of a water system in the County of Napa, State of California, and is engaged in the supply and distribution of water to customers inside and outside of the corporate limits of said City.

B. The District is the owner and operator of a water system in the County of Napa, State of California, and is engaged in the distribution of water to customers within the boundaries of said District.

C. The District is currently purchasing its water supply from the City under an existing agreement dated October 30, 1951, the term of which having expired has been extended by mutual agreement of the District and City until this replacement agreement is executed.

D. The District has no developed water supply resources and no storage facilities.

E. The District has requested that the City continue to furnish a supply of water to the District, but under different terms and conditions than provided for in the original agreement.

F. The City is willing to furnish a supply of water to the District.

THEREFORE, the parties hereby agree to the following:

1. TERM OF AGREEMENT. This Agreement shall become effective upon its execution by both parties and shall run for a term of thirty (30) years, or to July 1, 2017, whichever shall occur first.

2. SERVICE AREA. The District shall deliver the water furnished under this Contract to consumers only within the territory shown and described on attached "EXHIBIT B", entitled "Congress County Water District Service Area", and no other or additional territory. No water service shall be provided by the District to any parcel within said service area as shown on attached "EXHIBIT B", until said parcel has been annexed to the District.

3. QUANTITY OF WATER. The City shall furnish water to the District, as it may need to supply its customers only in accordance with the terms and conditions of this Agreement, in an amount not to exceed a total of one hundred (100) acre feet in any calendar year, at a reasonable rate of flow at the delivery point or points.

4. CONDITIONS OF SERVICE. The District shall deliver water it receives under this Agreement to a maximum of 140 service connections to serve existing parcels of record as described below and no others, for domestic, agricultural, and winery purposes only. (For the purposes of this Contract, a winery is defined as a facility appurtenant to the manufacture of wine or similar products. Additionally, fifty percent (50%) of the grapes processed must be grown in the service area. Additionally, no items other than the product manufactured at site of the winery may be sold.) The District shall deliver water it receives under this Agreement only to service connections existing or approved on the effective date of this agreement, and to parcels of land existing within the District Service Areas as defined in "EXHIBIT B", on the effective date of this Agreement.

5. ANNEXATION TO CITY. City agrees that if any portion of the District is annexed to the City during the term of this Agreement, City shall annually reimburse the District up to an amount equal to the average annual revenue that would have been derived from the sale of water to that portion of the District so annexed had that portion of the District remained in the District. Such payment shall be applied to any bond redemption, interest payment, or reserve accounts, therefor, which are then an existing obligation of the District. No such payment shall be required, if no such obligations then exist.

6. PRICE AND PAYMENT. The District shall pay to the City the sum of one dollar and twenty-three cents (\$1.23) per one thousand (1,000) gallons. Said quantity rate charge shall be adjusted administratively from time to time, concurrent with adjustments in the quantity rate and service charge applicable

to retail domestic customers inside the City limits. The adjusted quantity rate applicable to the District shall be identical to the quantity rate applicable to retail domestic customers inside the City limits.

7. COLLECTION AND DISBURSEMENT OF FUNDS. City agrees to bill District's customers at the rate specified by the District (subject to change on an annual basis). District's rate structure shall be similar to City's structure. City will collect all proceeds in a fashion consistent with its own procedures and deposit same in a separate account. Periodically the proceeds so collected and deposited shall be released to an entity as directed in writing by District.

Any connection fees, special assessment fees, or mitigation fees designated by the District shall not be collected by City. It shall be the responsibility of the District to collect such fees.

Any work done by City, such as to install new services or to make modifications as requested by District shall be on a fixed fee basis or time and materials basis, as is appropriate. City requires a deposit for such work in accordance with its codes, and the City will collect and retain same.

8. MEASUREMENTS AND CONTROL OF WATER DELIVERED. The water delivered pursuant to this Agreement shall be measured by meters at the points of delivery hereinafter referred to as the customers meter connection. On any new customer meter connection, the city shall install the necessary meters, valves, and appurtenances appropriate to operate and maintain such connection. Said meters, valves, and appurtenances shall be maintained in good repair and replaced when

necessary by the City. Each party shall have the right to test any meter at its own expense, or the parties may share the cost as mutually agreed. City reserves the right to replace any meter at any time.

9. CONSERVATION MEASURES. District agrees to enact and enforce water conservation programs substantially equivalent in effect to such water conservation programs adopted by the City or which may be adopted by the City.

10. QUALITY OF WATER. The quality of water at the point of delivery furnished to the District will be the same as that furnished to other City customers under the permit from the State of California Department of Health Services or its successor agency.

11a. NON-RESPONSIBILITY OF THE CITY. Neither the City nor any of its officers, agents or employees, shall be liable for any loss or damage direct or indirect, arising from shortages in the amount of water to be made available for delivery, interruption of delivery or failure of any kind caused by drought or any other cause beyond the control of the City.

11b. RESPONSIBILITY OF THE CITY. The City shall be responsible, during the term of this Contract, for the complete operation, maintenance (and later replacement) of the District's water system.

City agrees to make the District whole for additional costs incurred in installing the twelve inch (12") waterline stipulate in the section of this Agreement entitled "Responsibility of District".

The amount of the make whole cost is to be determined by multiplying the number of feet of waterline so oversized by the difference in cost obtained by subtracting the contract cost of a twelve inch (12") waterline in this area from a theoretical contract cost for an eight inch (8") waterline in the same work area. The theoretical contract cost is assumed to be the contract cost for eight inch (8") waterline installed elsewhere in the District during the replacement project.

City shall reimburse District within thirty (30) days of submission of each of the successive contract progress payments submitted by District's Contractor during the replacement project, showing the number of feet of the oversized line installed.

City agrees to install, at its cost, a twelve-inch (12") main from the City limits on Old Sonoma Road to the point of connection with the transmission line in Foothill Boulevard when the need for such installation is established.

12a. NON-RESPONSIBILITY OF THE DISTRICT. Neither the District nor any of its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal or distribution of water, nor for any damage of any nature whatsoever, including but not limited to property damages, personal injury or death, arising out of or connected with the same.

12b. RESPONSIBILITY OF THE DISTRICT. It shall be the responsibility of the District to, during year 30, pass title for all improvements and assets of

the District to the City for the sum of one dollar (\$1.00). The Board of Directors of District shall during year 30, initiate proceedings to dissolve the District pursuant to the District Reorganization Act or as it may be amended.

Additionally, District agrees to cause the size of the waterline to be installed in Thompson Avenue, in Congress Valley Road, from Thompson Avenue to Old Sonoma Road, and in Old Sonoma Road, from Congress Valley Road easterly to City's corporate boundary (to the extent that the waterline will be replaced) to be installed as 12-inch waterline. This is herein referred to as the oversized waterline.

Additionally, District will allow City to "wheel" water through said waterline at no additional compensation.

13. BACKFLOW PREVENTION: District agrees to require its water service customers to comply with City's backflow prevention device program.

14. ASSIGNMENTS. No assignment of this Agreement or of any right or obligation of any part hereunder, in whole or in part, can be made without the express written consent of all parties hereto, which consent shall not be unreasonably withheld.

15. MODIFICATIONS. Modification to this Agreement shall be specific amendment, executed by all parties hereto.

16. APPLICABLE LAW. The law of California then existing shall govern the interpretation of this Contract.

17. NOTICES. All notices required under this Contract shall be sent to:

City of Napa

P.O. Box 660

Napa, CA 94559

Congress County Water District

P.O. Box 3023

Napa, CA 94558

CITY OF NAPA,
a municipal corporation

CONGRESS COUNTY WATER DISTRICT,
a County Water District

By: Brad Wayne
MAYOR

By: Robert A. Oskala
PRESIDENT

ATTEST:

ATTEST:

Pamela Means
CITY CLERK

Dorothy L. Strick
SECRETARY

APPROVED AS TO FORM:

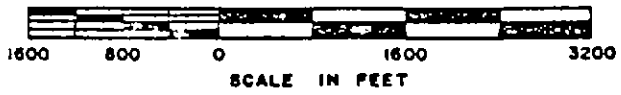
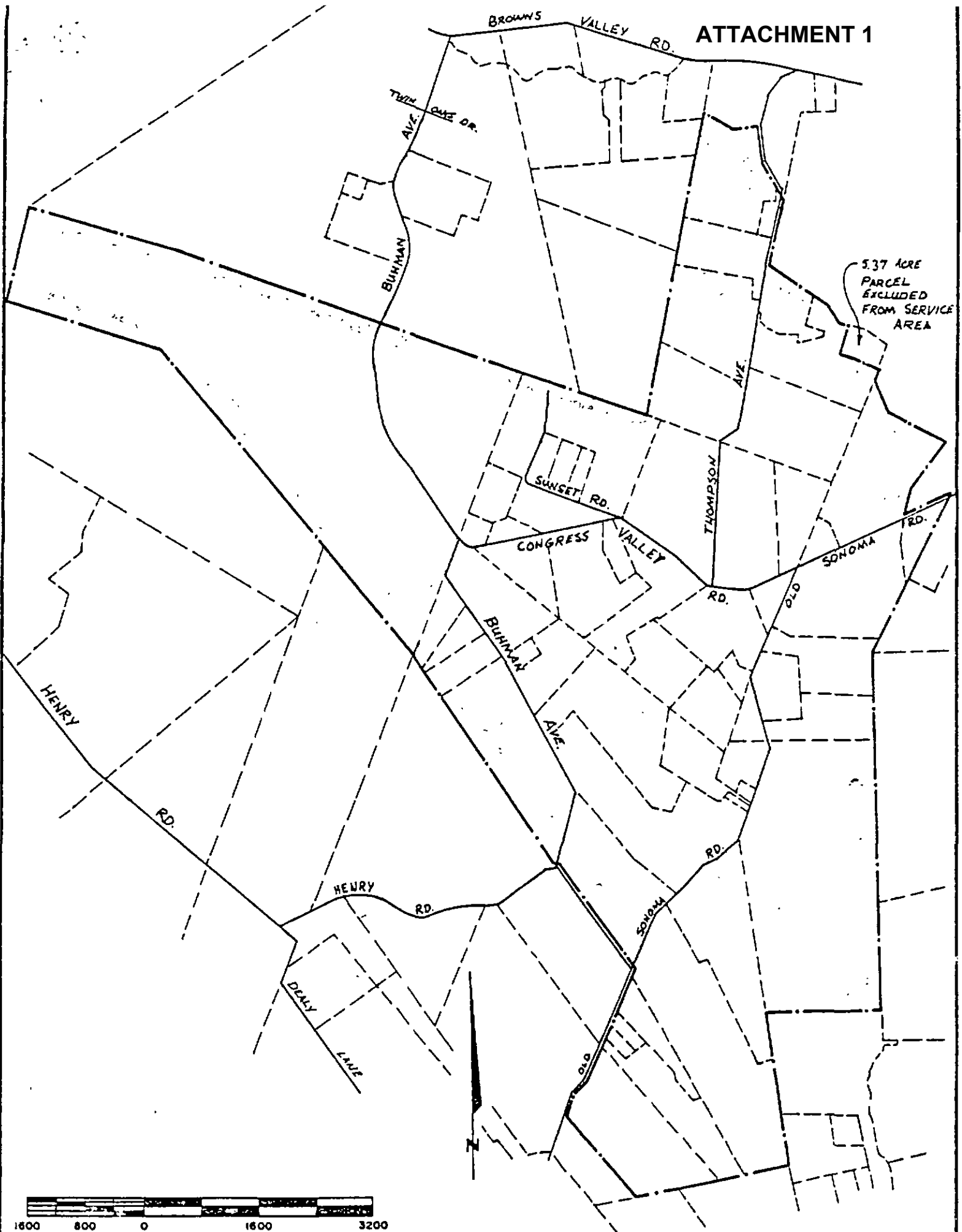
Joe Davis
CITY ATTORNEY

Robert H. Roach
CONGRESS COUNTY
WATER DISTRICT ATTORNEY

COUNTERSIGNED:

[Signature]
CITY AUDITOR

Paul D. King
DISTRICT AUDITOR



DATE RUN 9/03/87
TIME RUN 11:51:20

FORMATTED QUERY LISTING FOR FILE TAXMST.APNL13
ATTACHMENT 1

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NO LONGER EXISTS

TOTAL # RECORDS PRINTED 101

CONGRESS VALLEY WATER DISTRICT
P.O. BOX 3023
NAPA, CALIFORNIA 94558

NOTICE OF DETERMINATION

TO: (X) OFFICE OF PLANNING AND RESEARCH (X) COUNTY CLERK
1400 TENTH STREET, ROOM 121 COUNTY OF NAPA
SACRAMENTO, CA. 95814

PROJECT TITLE: Waterline Rejuvenation FILE # _____
(SCH# 85120302)

PROJECT DESCRIPTION AND LOCATION:

The 1,330 acre District is applying for \$1,000,000 from the 1984 Safe Drinking Water Bond Fund for the replacement of in excess of 20,000 feet of 35 year old two inch (+) galvanized iron pipe. The existing lines would be replaced with eight inch, six inch and 12 inch diameter waterlines. The project also calls for the placement of at least 60 water services and 10 fire hydrants. It lies along Congress Valley and Old Sonoma Roads 1/2 mile southwest of the City of Napa.

THIS IS TO ADVISE THAT THE BOARD OF DIRECTORS HAS APPROVED THE PROJECT AND MADE THE FOLLOWING DETERMINATIONS ON January 22, 1986.

1. THE PROJECT () WILL, (X) WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT.
2. AN () ENVIRONMENTAL IMPACT REPORT, (X) NEGATIVE DECLARATION WAS PREPARED FOR THIS PROJECT PURSUANT TO THE PROVISIONS OF CEQA. A COPY OF THIS DOCUMENT MAY BE EXAMINED AT THE OFFICE OF THE NAPA COUNTY CONSERVATION, DEVELOPMENT AND PLANNING DEPARTMENT.
3. A STATEMENT OF OVERRIDING CONSIDERATIONS () WAS, (X) WAS NOT ADOPTED FOR THIS PROJECT.

CONTACT PERSON: _____ CHUCK W. SHINNAMON
(707) 252-3301

BY Robert a Osterberg
ROBERT OSTERBERG, President

DATE: 22 Jan 86

COUNTY OF NAPA
 CONSERVATION, DEVELOPMENT AND PLANNING DEPARTMENT
 1195 Third St., Rm. 210
 Napa, California 94559
 (707) 253-4416/4376

INITIAL STUDY

PROJECT NAME: Congress County Water District
FILE NO: Waterline Revitalization Project

PROJECT DESCRIPTION: The 1,330 acre District is applying for \$1,000,000 from the 1984 Safe Drinking Water Bond Fund for the replacement of in excess of 20,000 feet of 35 year old two inch (+) galvanized iron pipe. The existing lines would be replaced with eight inch, six inch and 12 inch diameter waterlines. The project also calls for the placement of at least 60 water services and 10 fire hydrants. It lies along Congress Valley and Old Sonoma Roads 1/2 mile southwest of the City of Napa.

JURISDICTIONAL BACKGROUND:
Public Plans and Policies

Based on an initial review completed by the Environmental Protection Section, the following findings were made for the purpose of the Initial Study and do not constitute a final finding by the County in regard to the question of consistency.

	YES	NO	N/A
Is the project consistent with:			
a) Regional and Subregional Plans and Policies?	<u>X</u>	---	---
b) LAFCOM Plans and Policies?	<u>X</u>	---	---
c) The County General Plan?	<u>X</u>	---	---
d) Appropriate City General Plans?	<u>X</u>	---	---
e) Adopted Environmental Plans and Goals of the Community?	<u>X</u>	---	---
f) Pertinent Zoning?	<u>X</u>	---	---

Responsible Agencies

Napa County Division of Environmental Health
 Napa County Department of Public Works
 City of Napa

ENVIRONMENTAL SETTING: Steeply to moderately sloping area (slopes typically 5 - 30%) between an elevation of 100' and 480' MSL. Located ~~east~~ west of the Sonoma notch between Browns Valley and Carneros areas. Foundation material consists of Sonoma Volcanic Series, Domengine sandstone, mudstones and siltstones overlain by soils of shallow alluvium. The project is located within the West Napa Fault Zone. A few landslides have been noted in the hilly portions. Portions of the project lie within the designated floodplain of Carneros Creek. Vegetative cover is primarily grassland and agricultural uses. Existing land uses include scattered single-family residences, vineyards and livestock raising. Surrounding land uses include dense residences easterly in City of Napa, vineyards of the Carneros application southerly and westerly, a wooded ridge and suburban Browns Valley northerly.

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ENVIRONMENTAL EFFECTS:

Normally Significant Individual Impacts

YES	NO	
		(Geology)
—	<u>X</u>	1. Exposure of new site users to substantial life and/or property hazards from geologic processes (eg., severe settlement, sliding, faulting, intense seismically induced ground shaking, seismically-induced ground failures, etc.).
—	<u>X</u>	2. Exposure of existing area occupants to substantially increased life and/or property hazards from geologic processes.
—	<u>X</u>	3. Damage, destruction or burial of any unique or scientifically important geologic or geomorphologic feature.
		(Meteorology)
—	<u>X</u>	4. Substantial modification of climatic or microclimatic conditions (eg., temperature, rainfall, wind, shadow patterns, etc.).
		(Hydrology)
—	<u>X</u>	5. Exposure of new site users to substantial life and/or property hazards from flooding (eg., stream flooding, tsunamis, seiches, dam or levee failure, etc.).
—	<u>X</u>	6. Exposure of existing area occupants to substantially increased life and/or property hazards from flooding.
—	<u>X</u>	7. Substantial temporary construction period increase in erosion and/or sedimentation.
—	<u>X</u>	8. Substantial permanent increase in erosion and/or sedimentation.
—	<u>X</u>	9. Substantial depletion of groundwater resources or significant interference with groundwater recharge.
		(Water Quality)
—	<u>X</u>	10. Substantial degradation of the quality of waters present in a stream, lake, or pond.
—	<u>X</u>	11. Substantial degradation of the quality of groundwater supplies.
—	<u>X</u>	12. Substantial contamination of a public or private water supply.
		(Air Quality)
—	<u>X</u>	13. Exposure of new site users to substantial health hazards from breathing polluted air.
—	<u>X</u>	14. Exposure of existing area occupants to substantially increased health hazards from breathing polluted air.
—	<u>X</u>	15. Substantial degradation of local or regional air quality.
—	<u>X</u>	16. Exposure of new site users or existing area occupants to annoyance from dust and/or highly objectionable odors.
		(Noise)
—	<u>X</u>	17. Exposure of new site users to health hazards from noise levels in excess of those recognized as necessary to protect public health and welfare.

* Mitigated (see Mitigation Measures below)

o Cumulatively Significant Only

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YES NO

- ___ X * 18. Exposure of existing area occupants to health hazards from noise levels in excess of those recognized as necessary to protect public health and welfare.
- ___ X * 19. Exposure of people to high construction noise levels for substantial periods of time.
- ___ X 20. Exposure of existing area occupants to annoyance from substantially increased ambient noise levels.

(Ecosystem)

- ___ X 21. Substantial reduction in the number of a rare or endangered species of plant or animal or damage or restriction of the habitat of such a species.
- ___ X 22. Destruction of or substantial damage to a unique, scarce, or particularly productive biological area (eg., marshes, riparian galleries, vernal pools, etc.).
- ___ X 23. Substantial reduction in habitat for plants, fish, and/or wildlife.
- ___ X 24. Substantial modification in the number or diversity of plant or animal species present.
- ___ X 25. Substantial interference with the movement of a resident or migratory fish or wildlife species.

(Social)

- ___ X 26. Disruption or division of an established community.
- ___ X 27. Displacement of a large number of people.

(Aesthetic)

- ___ X 28. Blockage or substantial degradation of important public or private views.
- ___ X 29. Exposure of new site users or existing area occupants to annoyance from increased nighttime light levels or glare.
- ___ X 30. Creation of a litter problem.

(Cultural)

- ___ X * 31. Destruction of or substantial damage to a recognized archaeological site.
- ___ X 32. Destruction of or substantial damage to the historical character of a recognized historical structure, facility, or feature.
- ___ X 33. Elimination of or conflict with the established recreational, educational, religious, or scientific uses of the project site or surrounding properties.

(Traffic)

- ___ X 34. Exposure of new site users to substantial life and/or property hazards from traffic accidents.
- ___ X 35. Exposure of the existing users of the roads providing access to the project site to substantially increased life and/or property hazards from traffic accidents.
- ___ X 36. Exposure of the users of the roadways providing access to the project site to annoyance from noticeably increased traffic congestion.

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YES NO

___ X 37. Increase in traffic on the roadways providing access to the project site which is substantial in relation to the existing traffic load and capacity of the street system.

___ X 38. Creation of a substantial local parking problem.

(Energy)

___ X 39. Increase in the demand for energy which is substantial in relation to the existing energy demands of the area.

___ X 40. Creation of a facility or development which will use fuel or energy in a wasteful manner.

___ X 41. Creation of a facility or development which will use substantially higher than average amounts of fuel or energy for transportation purposes.

(Public Health)

___ X 42. Exposure of new site users to substantial health hazards from contaminated drinking water, inadequately treated sewage and/or insect or rodent pests.

___ X 43. Exposure of existing area occupants to substantially increased health hazards from contaminated drinking water, inadequately treated sewage and/or insect or rodent pests.

___ X 44. Exposure of new site users to substantial life and/or property hazards from fire.

___ X 45. Exposure of existing area occupants to substantially increased life and/or property hazards from fire.

___ X 46. Exposure of new site users to substantial life and/or property hazards from air crashes.

___ X 47. Exposure of existing area occupants and/or existing air or heliport users to substantially increased life and/or property hazards from air crashes.

___ X 48. Exposure of new site users or existing area occupants to substantial annoyance from insect or rodent pests.

(Community Services)

___ X 49. Increase in the demand for a community service (eg., sewer, water, fire protection, schools, etc.) which is substantial in relation to the currently existing uncommitted capacity of the agency involved to provide such a service.

(Commercial Resources)

___ X 50. Perclusion of the development of aggregate, rock product, or mineral resources of current or potential importance.

___ X 51. Removal of a substantial amount of agricultural or grazing land from current or potential production.

(Fiscal)

___ X 52. Creation of a development to which it would cost the community substantially more to provide services than it would return in taxes.

(Growth Induction)

___ X * 53. Induction of substantial residential, commercial, or industrial development.

Mandatory Findings of Significance

YES NO

Does the project:

- a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? — X
- b) Have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? — X
- c) Have possible environmental effects which are individually limited but cumulatively considerable? — X
- d) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? — X

Impact Discussion (Optional)

- a) From a hydraulic analysis perspective, the waterlines are sized to handle design fire flows rather than sized for domestic flows. For example a comparison of 60 homes at the end of 5000 foot run of line vs. a normal fire flow (at a 60 psi pressure drop) would yield say 250 gpm vs. 1000 gpm and approximately a 4 inch line vs. a 8 inch line, respectively.
- b) In the tentative agreement with the City on a long term water supply contract, the District has agreed that the only parcels eligible for service are those existing at the date the contract is signed and only newly created parcels if they are 40 acres or more in size.
- c) The zoning of the area is AW in which any new parcel would have to be a minimum of 40 acres in size.
- d) The County's General Plan provides for a County-wide growth rate of 1% per year.

MITIGATION MEASURES:Included By Applicant As Part of Project

See Attachment 1

Identified By This StudyDETERMINATION:

Agency Staff Participating in the Initial Study:

Resource Evaluation: JAMES O'LOUGHLIN Date: Oct. 10, 1985

Site Review By: _____ Date: _____

Planning/Zoning Review By: Page 18 of 21 Date: _____

Initial Study
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On the basis of this preliminary evaluation:

_____ I find that the project COULD NOT have a significant effect on the environment, and adoption of a NEGATIVE DECLARATION is recommended.

 X I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described above have been added to the project. Adoption of a MITIGATED NEGATIVE DECLARATION is therefore recommended.

_____ I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

DATE: _____ BY: _____ JAMES O'LOUGHLIN _____

ATTACHMENT 1
Mitigation Measures for Congress County
Waterline Revitalization Project

NOISE

1. Limitation of all construction activities proposed to weekdays between 7:30 A.M. and 5:30 P.M.
2. Installation or reinstallation as needed of the state-of-the-art muffler systems required by current law on the construction equipment used. Proper maintenance of said muffler systems shall be provided.
3. Requiring proper maintenance of the construction equipment including mufflers.
4. Selection of construction techniques, staging plans, and equipment designed to produce a minimum amount of noise.
5. Existing truck roads, tractor trails and stream crossings shall be used during the operation to maximum extent possible.

ARCHAEOLOGY

6. For the site NAP516, a testing procedure of borings should be undertaken along the route of the proposed waterline prior to preparation of the construction drawings. These borings would aid in assessing the areal and vertical dimensions of the site only in its relation to proposed waterline location. A sample surface collection should also be made in the area. The surface material should then be compared to material recovered from the borings. If ~~no~~ archaeological materials are found, the District may relocate the proposed waterline to a different route that is found not to contain archaeological materials; or, at its discretion, the District may retain the services of an archaeologist to perform a salvage excavation if the materials are deemed important enough; or the District could retain the services of an archaeologist to be present during the excavation of the trench to assure that any archaeological material or human remains would be handled properly in the event they were discovered during the trenching.

If no materials are found during the testing along the proposed route, all construction shall be ceased only if any archaeological materials are found during excavation. Work could not recommence until a qualified archaeologist has reviewed the materials and developed an appropriate mitigation to cover these materials.

7. Inasmuch as spoils at site ARS 80-18-2 were found under previous testing to have minimal significance, the following shall be the only mitigation measure required. If any archaeological materials are discovered in the course of excavation in the vicinity of site ARS 80-18-2 all work shall stop until such time as a qualified archaeologist is retained to review the material and come up with an appropriate mitigation measure.

HYDROLOGY

8. Restriction of all ground disturbing activities (i.e., grading in areas off improved roads) to the dry season between April 15 and October 15.

9. Replanting of all areas disturbed by grading and construction activities prior to the beginning of the rainy season (by Mid-October) to the satisfaction of the Resource Conversation District. It is recommended that topsoil be stockpiled to be redistributed on cut and fill slopes for more successful revegetation efforts.
10. Use for West Napa Fault crossing and slide area crossing the same techniques as City of Napa, i.e. restrained joint, metal waterline through the risk area crossing as shown on attached sketch.
11. Preliminary design of the project shall be reviewed with the County Public Works Department to assure structural integrity of the County Roads and the traveling safety of the general public during construction.
12. Construction within the County Roads right-of-way shall be under the terms of an encroachment permit issued by County Public Works Department.

4 Dec 1985

DATE

Robert A. OsterbergROBERT OSTERBERG
President