

In the matter of:	)	
	)	
<b>CITY OF ST. HELENA</b>	)	<b>SETTLEMENT AGREEMENT AND</b>
	)	<b>STIPULATION FOR ENTRY OF</b>
<b>NPDES Permit CA0038016</b>	)	<b>ADMINISTRATIVE CIVIL LIABILITY</b>
<b>(Order R2-2021-0004)</b>	)	<b>ORDER</b>
<b>Effluent Limit Violations</b>	)	
	)	<b>PROPOSED</b>
	)	<b>ORDER</b>
	)	
	)	<b>R2-2025-1023</b>

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, San Francisco Bay Region Prosecution Team (Prosecution Team) and the City of St. Helena (Discharger) (collectively Parties), and is presented to the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), or its delegate, for adoption as an Order by settlement pursuant to California Water Code (Water Code) section 13323 and Government Code section 11415.60. This Stipulated Order resolves all the violations alleged herein by the imposition of administrative civil liability against the Discharger in the amount of **\$378,000**.

1. The Discharger owns and operates the City of St. Helena Wastewater Treatment and Reclamation Plant (Facility). The Facility provides secondary treatment for domestic and commercial wastewater from the City of St. Helena, with an average dry weather treatment capacity of 0.5 million gallons per day (MGD) and a wet weather treatment capacity of up to 2.8 MGD. The Discharger recycles its wastewater, distributing treated effluent to irrigate roughly 80 acres of fields adjacent to the Facility and a small redwood tree farm. The Discharger also uses its treated wastewater to grow mosquito fish. When the Facility's influent exceeds the capacity of the recycled water distribution system and onsite storage, the Discharger discharges into the Napa River via a shallow-water outfall (Discharge Point 001).
2. The Discharger is upgrading its Facility to provide tertiary treatment and expand its recycled water program. When the Discharger completes its upgrades, the Facility will continue to have an average dry weather treatment

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capacity of 0.5 MGD, but with a new wet weather treatment capacity of 1.5 MGD. When the Facility's influent exceeds the capacity of the recycled water distribution system and onsite storage, the upgraded treatment plant will continue to discharge into the Napa River via Discharge Point 001.

3. The Discharger is required to operate and maintain its Facility in compliance with National Pollutant Discharge Elimination System (NPDES) Permit CA0038016 (Permit) issued pursuant to Clean Water Act section 402 and Water Code Chapter 5.5, Division 7 (commencing with section 13370). The Regional Water Board most recently issued the Permit on April 14, 2021, through Order R2-2021-0004, which became effective on June 1, 2021. The Permit contains discharge requirements for the Facility, including effluent limitations for discharges at Discharge Point 001.

4. Water Code section 13385, subdivisions (h) and (i), require the assessment of mandatory minimum penalties (MMPs) for certain discharge violations.

a. Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

b. Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a "serious violation" means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

c. Water Code section 13385, subdivision (i)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- i. Violates a waste discharge requirement effluent limitation.
- ii. Fails to file a report pursuant to Section 13260.

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- iii. Files an incomplete report pursuant to Section 13260.
  - iv. Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.
- d. Water Code section 13385, subdivision (i)(2) states:
- For the purposes of this section, a “period of six consecutive months” means the period commencing on the date that one of the violations described in this subdivision occurs and ending 180 days after that date.
- 5. The Prosecution Team alleges that discharges from Discharge Point 001 between January 2023 and April 2025 violated Permit effluent limitations at least 129 times. 126 of those violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), as shown in Attachment A, which is incorporated herein by reference.
  - 6. To resolve the alleged violations in Section II, paragraph 5, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$378,000** against the Discharger.
  - 7. The Parties have agreed to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60.
  - 8. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable and fulfills all its enforcement objectives; that no further action is warranted concerning the violations, except as provided in this Stipulated Order; and that this Stipulated Order is in the public’s best interest.

**Section III: STIPULATIONS**

The Parties incorporate the foregoing Recitals and stipulate to the following:

- 1. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability of **\$378,000** to resolve the alleged violations set forth in Section II, paragraph 5, and Attachment A, as follows:
  - a. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Discharger shall mail a check for **\$181,500**, made payable to “State Water Pollution Cleanup and Abatement Account,” referencing the Order number on page one of this Stipulated Order, to:

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State Water Resources Control Board Accounting Office  
Attn: ACL Payment  
P.O. Box 1888  
Sacramento, CA 95812-1888

The Discharger shall email a copy of the check to the Regional Water Board ([James.Parrish@waterboards.ca.gov](mailto:James.Parrish@waterboards.ca.gov)).

- b. In accordance with the State Water Resources Control Board's (State Water Board) 2017 Policy on Supplemental Environmental Projects and Water Code section 13385(I), the Parties agree that up to **\$196,500** (SEP Amount) of the administrative liability shall be suspended pending completion of a supplemental environmental project described in Section III, paragraph 2, and Attachment B, which is incorporated herein by reference.
  - c. The SEP Amount will become immediately due and payable if the initial monetary assessment described in Section III, paragraph 1.a is not paid in full by the payment deadline.
2. **SEP Description:** The Discharger proposes to fund a third-party<sup>1</sup> to implement the *City of St. Helena Sewer Pipeline Rehabilitation Project* (the SEP), which will replace 605 linear feet of aged, vitrified clay pipe within 300 feet of Sulphur Creek. The sections of the pipe identified for replacement are among the oldest portions of vitrified clay pipe in the project area (constructed between 1940 and 1975), are comprised of short segments (4-6 feet), and were constructed without gaskets. Though considered in good condition, these sections of pipe are at risk of allowing groundwater inflow and infiltration, which can overwhelm the Facility. These sections are also at risk of leaking or discharging sewage. The SEP will reduce the risk of inflow and infiltration into the Discharger's sanitary sewer system, which can adversely impact effluent water quality, and reduce the risk of sewage leaching into groundwater or discharging into the nearby Sulphur Creek, a water of the United States. Attachment B further describes the SEP and its project milestones, budget, and reporting schedule.
3. **Representation and Agreements Regarding the SEP:**
- a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger represents that it will spend the SEP Amount to implement the SEP as set forth in Section III, paragraph 2, and Attachment B. The Discharger understands that its promise to fund and implement the SEP in its entirety and in accordance with the

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<sup>1</sup> The Discharger will select a third-party contractor through its formal bid procedure upon the Regional Water Board's, or its delegate's, approval of this Stipulated Order. (See City of St. Helena Municipal Code § 3.04.130.)

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implementation schedule and budget set forth in Attachment B represents a material condition of this settlement of liability between the Discharger and the Regional Water Board.

- b. The Discharger agrees to (1) spend the SEP Amount as described in this Stipulated Order; (2) provide certified, written reports to the Regional Water Board consistent with the terms of this Stipulated Order; and (3) provide as part of the final report due June 1, 2027, a certification by a responsible official, signed under penalty of perjury, that it followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Water Quality Control Act, and federal Clean Water Act.
  - c. The Discharger further agrees that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the SEP at the Discharger's cost, and that the Discharger bears ultimate responsibility for meeting all deadlines and requirements specified in Attachment B.
4. **Publicity Associated with the SEP:** Whenever the Discharger, or its agents or subcontractors, publicize one or more SEP elements, it shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.
5. **Progress Reports and Inspection Authority:** The Discharger shall provide reports describing progress implementing the SEP to the Regional Water Board as described in Attachment B. The Discharger agrees that Regional Water Board staff has permission to inspect the SEP at any time with 24-hour notice.
6. **Certification of SEP Completion:** On or before June 1, 2027, a responsible official of the Discharger shall submit a final completion report as described in Attachment B and a certified statement, signed under penalty of perjury, that documents its expenditures during the SEP completion period, and that the Discharger completed the SEP in accordance with the terms of this Stipulated Order. The expenditures may include external payments to outside vendors, but may not include the cost of normal, routine work undertaken by the Discharger's staff. In making such certification, the signatories may rely on normal organizational project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred. The Discharger shall provide the Regional Water Board with any additional information reasonably necessary to verify the SEP expenditures and completion.

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7. **Time Extension for SEP:** The Executive Officer of the Regional Water Board (Executive Officer) may extend the SEP deadlines contained in Attachment B of this Stipulated Order if the Discharger demonstrates delays from unforeseeable circumstances or circumstances beyond the Discharger's control, provided that the Discharger continues to undertake all appropriate measures to meet the deadlines. The Discharger shall make any deadline extension request in writing at least 30 days prior to the applicable deadline. Any approval of an extension by the Executive Officer must be sent to the Discharger in writing, and such writing will have the effect of revising this Stipulated Order.
8. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, including SEP completion and any audits, the Executive Officer shall issue a "Satisfaction of Order" terminating any further obligations under this Stipulated Order and permanently suspend the SEP Amount.
9. **Failure to Expend All Suspended Funds on the Approved SEP:** If the Discharger is unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP by May 3, 2027, the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEP (Difference). The Executive Officer shall issue a "notice" that requires the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the notice issuance date. The Discharger shall submit payment consistent with the payment method described in Section III, paragraph 1.a. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.
10. **Failure to Complete the SEP:** If the SEP is not fully implemented by May 3, 2027, or by the due date if extended pursuant to Section III, paragraph 7, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a Notice of Violation. The amount of suspended liability owed shall be determined by a written, stipulated agreement of the Parties, or if the Parties cannot reach agreement, via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegate. The Discharger shall be liable to pay the entire SEP Amount, or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegate determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the Notice of Violation's issuance date. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment

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method described in Section III, paragraph 1.a. Payment of the assessed amount shall satisfy the Discharger's obligation to implement the SEP.

**11. Regional Water Board Not Liable:** The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order. The Regional Water Board, its members, and its staff shall not be held as parties to, or guarantors of, any contract entered into by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.

**12. Compliance with Applicable Laws:** The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the types alleged herein may subject it to further enforcement, including additional administrative civil liability.

**13. Party Contacts for Communications related to this Stipulated Order:**

**For the Regional Water Board:**

James Parrish, Senior Environmental Scientist  
San Francisco Bay Regional Water Quality Control Board  
1515 Clay Street, 14th Floor  
Oakland, CA 94612  
[James.Parrish@waterboards.ca.gov](mailto:James.Parrish@waterboards.ca.gov)  
(510) 622-2381

Counsel:  
Paul Ciccarelli, Attorney IV  
State Water Resources Control Board  
Office of Enforcement  
801 K Street, 23rd Floor  
Sacramento, CA 95814  
[Paul.Ciccarelli@waterboards.ca.gov](mailto:Paul.Ciccarelli@waterboards.ca.gov)  
(916) 322-3227

**For the Discharger:**

Joe Leach, PE, Assistant City Manager/Director of Public Works  
City of St. Helena  
1088 College Avenue  
St. Helena, CA 94574  
[jleach@cityofsthenela.gov](mailto:jleach@cityofsthenela.gov)  
(707) 967-2629 (office)

Counsel:  
Anya Kwan, Associate  
Best Best & Krieger LLP  
300 S. Grand Ave, Suite 2500  
Los Angeles, CA 90071  
[Anya.Kwan@bbklaw.com](mailto:Anya.Kwan@bbklaw.com)  
(213) 542-3867

**14. Attorney Fees and Costs:** Each Party shall bear all attorney fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

**15. Matters Addressed by this Stipulated Order:** Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and

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binding resolution and settlement of the alleged violations contained in Section II, paragraph 5, as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Section III, paragraph 1.

16. **Public Notice:** The Discharger understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board or its delegate for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulated Order.
17. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised or the Regional Water Board or its delegate requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
18. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
19. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
20. **If the Stipulated Order Does Not Take Effect:** If this Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Board or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing or in any other administrative or judicial proceeding. The Parties agree to waive any and all



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objections based on settlement communications in this matter, including but not limited to objections related to prejudice or bias of any of the Regional Water Board members or their advisors or any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing this Stipulated Order and, therefore, may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged herein in this matter. The Parties also agree to waive any and all objections based on laches, delay, or other equitable defenses related to the period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

21. **Waiver of Hearing:** The Discharger has been informed of the rights Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, if the Stipulated Order is not adopted, or if the matter proceeds to the Regional Water Board or the State Water Board for hearing, the Discharger does not waive the right to a hearing before any order other than this Stipulated Order is imposed.
22. **Waiver of Right to Petition or Appeal:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of this Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or California appellate court.
23. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, Board members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order. This covenant is not intended to bar and does not limit the Discharger's rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit the Discharger's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys. Moreover, this covenant shall not release any claims or complaints against any State agency or the State of California, its officers, Regional Water Board members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.
24. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board or its delegate under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials

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regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval this Stipulated Order requires.

25. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind, the entity on whose behalf he or she executes the Stipulated Order.
26. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties. No third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
27. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
28. **Counterpart Signatures and Facsimile and Electronic Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
29. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.

**IT IS SO STIPULATED.**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
SAN FRANCISCO BAY REGION, PROSECUTION TEAM**

Date: \_\_\_\_\_

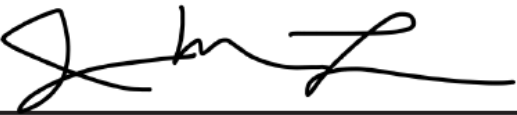
By: \_\_\_\_\_  
Bill Johnson  
Chief, NPDES Wastewater and  
Enforcement Division

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**IT IS SO STIPULATED.**

**CITY OF ST. HELENA**

Date: 11/25/2025

By:   
\_\_\_\_\_  
Joe Leach, PE  
Assistant City Manager/Director of Public  
Works  
City of St. Helena

**ORDER OF THE REGIONAL WATER BOARD**

1. This Stipulated Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. In accepting this Stipulated Order, the Regional Water Board or its delegate has considered information the Prosecution Team obtained in investigating the allegations set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. Issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in accordance with California Code of Regulations, title 14, section 15321, subdivision (a)(2). Additionally, this Stipulated Order generally accepts the plans proposed for the SEP prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Stipulated Order.

**IT IS HEREBY ORDERED** pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, San Francisco Bay Region.

\_\_\_\_\_  
Eileen White  
Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region

\_\_\_\_\_  
Date

# **ATTACHMENT A**

## **Mandatory Minimum Penalties**

**Discharger:     City of St. Helena**

The following table lists the alleged violations for which the Discharger is subject to civil liabilities pursuant to Water Code section 13385. The table lists the mandatory minimum penalty (MMP) that applies.

**Table 1. List of Alleged Violations**

<b>CIWQS Violation ID No.</b>	<b>Violation Date</b>	<b>Parameter (units)</b>	<b>Group</b>	<b>Effluent Limitation</b>	<b>Reported Value</b>	<b>Percent Exceedance<sup>[1]</sup></b>	<b>Violation Type</b>	<b>MMP<sup>[2]</sup></b>
1114696	01/05/2023	Copper, Total, Daily Maximum (ug/L)	2	14	17	21%	C1, S	\$3,000
1114694	01/06/2023	Copper, Total, Daily Maximum (ug/L)	2	14	15	7%	C2	\$0
1114701	01/07/2023	Copper, Total, Daily Maximum (ug/L)	2	14	25	79%	C3, S	\$3,000
1114703	01/07/2023	Biochemical Oxygen Demand (5-day @ 20 Degree Celsius) (BOD <sub>5</sub> ), Weekly Average (mg/L)	1	25	47	88%	>C3	\$3,000
1114700	01/08/2023	Copper, Total, Daily Maximum (ug/L)	2	14	16	14%	>C3	\$3,000
1114702	01/21/2023	Total Suspended Solids (TSS), Weekly Average (mg/L)	1	20	25	25%	>C3	\$3,000
1114699	01/31/2023	TSS, Percent Removal, Monthly Average (%)	1	85	70	-17%	>C3	\$3,000
1114693	01/31/2023	Copper, Total, Monthly Average	2	8.3	11	33%	>C3, S	\$3,000
1114697	01/31/2023	Biochemical Oxygen Demand (5-day @ 20 Degree Celsius) (BOD <sub>5</sub> ), Monthly Average (mg/L)	1	15	35	133%	>C3, S	\$3,000
1114698	01/31/2023	TSS, Monthly Average (mg/L)	1	15	25	67%	>C3, S	\$3,000

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1120712	03/01/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120716	03/01/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.8	N/A	>C3	\$3,000
1120746	03/01/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	240	N/A	>C3	\$3,000
1120719	03/02/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.9	N/A	>C3	\$3,000
1120723	03/02/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120738	03/02/2023	TSS, Weekly Average (mg/L)	1	25	40	60%	>C3, S	\$3,000
1120747	03/02/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	240	N/A	>C3	\$3,000
1120710	03/03/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120717	03/03/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	9	N/A	>C3	\$3,000
1120724	03/03/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120711	03/04/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120718	03/04/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	9.1	N/A	>C3	\$3,000
1120701	03/05/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.7	N/A	>C3	\$3,000
1120720	03/06/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.7	N/A	>C3	\$3,000
1120748	03/06/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120713	03/07/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120721	03/07/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.6	N/A	>C3	\$3,000
1120737	03/07/2023	TSS, Weekly Average (mg/L)	1	25	56	124%	>C3, S	\$3,000
1120749	03/07/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120714	03/08/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000

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1120751	03/08/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120752	03/08/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.7	N/A	>C3	\$3,000
1120715	03/09/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120722	03/09/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.6	N/A	>C3	\$3,000
1120753	03/09/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120729	03/10/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120750	03/10/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120745	03/11/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120754	03/11/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120755	03/12/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000
1120757	03/12/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120728	03/13/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000
1120756	03/13/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120725	03/14/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000
1120739	03/14/2023	TSS, Weekly Average (mg/L)	1	25	37	48%	>C3, S	\$3,000
1120758	03/14/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120730	03/15/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000

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1120759	03/15/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120731	03/16/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000
1120760	03/16/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120733	03/18/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120735	03/18/2023	BOD <sub>5</sub> , Weekly Average (mg/L)	1	25	30	20%	>C3	\$3,000
1120693	03/19/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120744	03/19/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120694	03/20/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120702	03/21/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120740	03/21/2023	TSS, Weekly Average (mg/L)	1	25	46	84%	>C3, S	\$3,000
1120761	03/21/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120703	03/22/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120704	03/23/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120726	03/23/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120706	03/25/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	130	N/A	>C3	\$3,000
1120736	03/25/2023	BOD <sub>5</sub> , Weekly Average (mg/L)	1	25	46	84%	>C3, S	\$3,000
1120707	03/26/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	130	N/A	>C3	\$3,000



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1120708	03/27/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	240	N/A	>C3	\$3,000
1120727	03/27/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120709	03/28/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120695	03/29/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120734	03/31/2023	BOD <sub>5</sub> , Monthly Average (mg/L)	1	15	31.5	110%	>C3, S	\$3,000
1120741	03/31/2023	TSS, Monthly Average (mg/L)	1	15	44.75	198%	>C3, S	\$3,000
1120742	03/31/2023	TSS, Percent Removal, Monthly Average (%)	1	85	81.1	-5%	>C3	\$3,000
1124672	01/13/2024	TSS, Weekly Average (mg/L)	1	20	36	80%	C1, S	\$3,000
1124673	01/20/2024	TSS, Weekly Average (mg/L)	1	20	31	55%	C2, S	\$3,000
1124658	01/27/2024	TSS, Weekly Average (mg/L)	1	20	30	50%	C3, S	\$3,000
1124671	01/31/2024	Ammonia, Monthly Average (mg/L)	1	7.8	14	79%	>C3, S	\$3,000
1124659	01/31/2024	BOD <sub>5</sub> , Monthly Average (mg/L)	1	15	22	47%	>C3, S	\$3,000
1124665	01/31/2024	TSS, Percent Removal, Monthly Average (%)	1	85	83.7	-2%	>C3	\$3,000
1124666	01/31/2024	TSS, Monthly Average (mg/L)	1	15	28.3	89%	>C3, S	\$3,000
1124667	01/31/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1124668	01/31/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	110	N/A	>C3	\$3,000
1124670	01/31/2024	Copper, Total	2	8.3	14	69%	>C3, S	\$3,000
1125338	02/01/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1125346	02/01/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	110	N/A	>C3	\$3,000
1125337	02/03/2024	BOD <sub>5</sub> , Weekly Average (mg/L)	1	25	29	16%	>C3	\$3,000
1125344	02/18/2024	Ammonia, Daily Maximum (mg/L)	1	16	19	19%	>C3	\$3,000
1125343	02/21/2024	Ammonia, Daily Maximum (mg/L)	1	16	17	6%	>C3	\$3,000

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1125341	02/22/2024	Ammonia, Daily Maximum (mg/L)	1	16	18	13%	>C3	\$3,000
1125345	02/29/2024	Ammonia, Monthly Average (mg/L)	1	7.8	15.7	101%	>C3, S	\$3,000
1126561	03/16/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1126564	03/20/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	49	N/A	>C3	\$3,000
1126565	03/22/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	41	N/A	>C3	\$3,000
1126563	03/23/2024	TSS, Weekly Average (mg/L)	1	20	27	35%	>C3	\$3,000
1126562	03/30/2024	TSS, Weekly Average (mg/L)	1	20	30	50%	>C3, S	\$3,000
1126566	03/31/2024	TSS, Monthly Average (mg/L)	1	15	23.75	58%	>C3, S	\$3,000
1126567	03/31/2024	Ammonia, Average Monthly (mg/L)	1	7.8	8.4	8%	>C3, S	\$3,000
1128182	04/01/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	33	N/A	>C3	\$3,000
1128180	04/06/2024	TSS, Weekly Average (mg/L)	1	20	47	135%	>C3, S	\$3,000
1128189	04/10/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1128192	04/10/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	49	N/A	>C3	\$3,000
1128181	04/12/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1128178	04/13/2024	TSS, Weekly Average (mg/L)	1	20	46	130%	>C3, S	\$3,000
1128185	04/14/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	130	N/A	>C3	\$3,000
1128186	04/15/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	33	N/A	>C3	\$3,000
1128187	04/16/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1128194	04/20/2024	TSS, Weekly Average (mg/L)	1	20	32	60%	>C3, S	\$3,000
1128179	04/30/2024	TSS, Monthly Average (mg/L)	1	15	41.7	178%	>C3, S	\$3,000
1138298	11/30/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	49	N/A	C1	\$0

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1138299	11/30/2024	TSS, Monthly Average (mg/L)	1	15	24	60%	C2, S	\$3,000
1138300	11/30/2024	TSS, Weekly Average (mg/L)	1	20	24	20%	C3	\$0
1138301	11/30/2024	Copper, Total, Monthly Average	2	8.3	9	8%	>C3	\$3,000
1139433	12/17/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	540	N/A	>C3	\$3,000
1139432	12/19/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1139434	12/22/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	920	N/A	>C3	\$3,000
1141772	02/08/2025	BOD <sub>5</sub> , Weekly Average (mg/L)	1	25	34	36%	>C3	\$3,000
1141774	02/08/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1141769	02/08/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1141771	02/08/2025	TSS, Weekly Average (mg/L)	1	20	38	90%	>C3, S	\$3,000
1141775	02/09/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1141776	02/09/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1141777	02/10/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	240	N/A	>C3	\$3,000
1141778	02/11/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1141779	02/12/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1141768	02/17/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1141770	02/27/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1141773	02/28/2025	TSS, Monthly Average (mg/L)	1	15	16.5	10%	>C3	\$3,000
1142635	03/29/2025	TSS, Weekly Average (mg/L)	1	15	19	27%	>C3	\$3,000
1142636	03/31/2025	Copper, Total, Monthly Average	2	8.3	9.7	17%	>C3	\$3,000

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1143732	04/05/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1143731	04/08/2025	pH, Instantaneous Maximum (SU)	[3]	8.5	9.1	N/A	>C3	\$3,000

**Total Mandatory Minimum Penalty: \$378,000**

**Legend:**

CIWQS = California Integrated Water Quality System database that the Water Boards use to track violations and enforcement.

Violation ID = Identification number assigned to each permit violation within CIWQS.

C = Count. Number of violations within past 180 days, including this violation. A penalty applies under Water Code section 13385(i) when the count is greater than three (>C3).

S = Serious. A penalty applies under Water Code section 13385(h) whenever an effluent limitation is exceeded by 40 percent or more for a Group 1 pollutant or 20 percent or more for a Group 2 pollutant.

**Footnotes:**

[1] Percent that the reported value exceeds the effluent limitation for a Group 1 or Group 2 pollutant.

[2] The MMP required under Water Code section 13385(h) and/or (i).

[3] Total coliform and pH are not categorized as a Group 1 or Group 2 pollutant.

CIWQS Place ID: 258386  
WDID: 2 283014001

# ATTACHMENT B

## SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP) PROPOSAL

### 1. Project Name

City of St. Helena Sewer Pipeline Rehabilitation Project (Project)

### 2. Project Amount

\$196,625

### 3. Project Lead

City of St. Helena

### 4. Contacts

- Joe Leach, PE, Assistant City Manager/Director of Public Works, [jleach@cityofsthenana.gov](mailto:jleach@cityofsthenana.gov), (707) 967-2629 (office)
- Mario Traverso, Project Manager, [mtraverso@cityofsthenana.gov](mailto:mtraverso@cityofsthenana.gov), (707) 204-9084 (cell)

### 5. Project Description

The Project will replace 605 linear feet of sanitary sewer pipeline, made from vitrified clay pipe, within 300 feet of Sulphur Creek. The sections of the pipe identified for replacement are among the oldest portions of vitrified clay pipe in the project area (constructed between 1940 and 1975), are comprised of short segments (4-6 feet) with many joints, and were constructed without gaskets. Though considered in good condition, these sections of pipe are at risk of allowing groundwater inflow and infiltration, which can overwhelm the Facility. These sections are also at risk of leaking or discharging sewage. The new pipelines will be constructed with more flexible materials less prone to cracking, including polyvinyl chloride (PVC) and high-density polyethylene (HDPE). This Project will reduce the risk of inflow and infiltration into the Discharger's sanitary sewer system, which can adversely impact effluent water quality, and reduce sewage leaching into groundwater or discharging into the nearby Sulphur Creek, a water of the United States.

### 6. Compliance with SEP Criteria

A SEP must possess tangible water-related environmental or public health benefits and directly benefit groundwater, surface water, or drinking water quality or quantity, and the beneficial uses of waters of the State. Such a project can include sanitary sewer system capital improvements.

A SEP must also have a nexus to the alleged violations; there must be a relationship between the nature or the location of the violation and the nature or the location of the proposed SEP. A relationship between the nature of the violation and a proposed SEP exist if the project is designed to reduce: the likelihood that similar violations will occur in the future; the adverse impact(s)

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to public health and/or the environment to which the violation at issue contributes; or the overall risk to public health and/or the environment potentially affected by the violation at issue. A nexus between the location of the violation and the proposed SEP exists if the primary benefits of the project are located at the same site where the alleged violations occurred, at a different site in the same ecosystem, or within the immediate geographic area (e.g., in the same community, the same watershed, or within a 50-mile radius).

A proposed SEP also cannot have existing financial commitments nor depend on actions or contributions from parties other than the Discharger for its completion prior to the time of settlement.

This Project meets these criteria. In terms of environmental benefits, the Project is a sanitary sewer system capital improvement project that will reduce the risk of the Discharger discharging effluent unprotective of water quality objectives to Napa River and sewage to Sulphur Creek, consistent with section V.G (Other Projects) of the SEP Policy. Preventing these discharges will protect the beneficial uses of Napa River and Sulphur Creek, including the preservation of rare and endangered species. Napa River and Sulphur Creek are habitats for federal- and State-listed threatened and endangered species, including anadromous rainbow trout, coho salmon, chinook salmon, California red legged frogs, foothill yellow legged frogs, steelhead, and the western pond turtle.

In terms of nexus, the alleged violations summarized in Attachment A impacted Napa River and were, in part, caused by inflow and infiltration to the Discharger's sanitary sewer system. While the portions of sanitary sewer system that will be replaced are not responsible for inflow and infiltration, those portions are at risk of future inflow and infiltration that could cause similar violations and subsequent impacts to Napa River in the future. Additionally, the Project will reduce the risk of raw sewage discharging to, and impacting, Sulphur Creek, which is within five miles of Napa River. Both Sulphur Creek and Napa River are part of the Napa River watershed.

### **7. Above and Beyond Discharger's Obligations**

The Discharger has no requirement to complete this Project. The portions of pipeline that will be replaced are in good condition and are not contributing to impacts at the treatment plant or at Sulphur Creek, nor are they responsible for compliance issues with the Discharger's Permit. The Discharger has no obligation to provide financial or other support for this Project.

### **8. No Benefit to the Water Board Functions, Members, or Staff**

This SEP provides no direct fiscal benefit to the Regional Water Board's functions, its members, its staff, or any family of its members or staff.

### **9. Project Milestones and Performance Measure**

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The Project is scheduled to meet the following milestones:

- Begin Design – March 2, 2026
- Complete Design – May 1, 2026
- Obtain Pre-Construction Permits – June 1, 2026
- Authorize Request for Bids – July 1, 2026
- Offer Construction Award – September 1, 2026
- Project Completion – May 3, 2027

Project performance will be measured by the total linear footage of pipeline and corresponding laterals replaced or rehabilitated.

#### 10. Project Budget

Table 1 includes the projected cost for completing the Project.

**Table 1. City of St. Helena Sewer Pipeline Rehabilitation Project**

Task	Total Estimated Cost
Design	\$ 7,500
Construction	\$165,625
Contingency	\$16,000
Inspection/Maintenance	\$7,500
Total	\$ 196,625

These costs include City of St Helena staff time to oversee the Project development, procurement, and delivery. The Discharger understands that only \$196,500 (SEP Amount) can be suspended for completion of the Project per the statutory limit in Water Code section 13385, subdivision (I) and it must fund at least the \$125 difference between the SEP Amount and the total cost to complete the Project. The Discharger will fund the implementation of the Project through local Measure H Funds (i.e., General Obligation Bond). The Discharger has not already committed to undertake the Project based on existing commitments of federal or state loans, contracts, grants, or other forms of financial assistance or non-financial assistance.

#### 11. Reports to the Water Board

The Discharger shall provide quarterly updates on this Project, as described in Table 2, with the Self-Monitoring Reports (SMRs) required by Order R2-2021-0024, Attachment E section 8.2.2.1. Upon Project completion, and no later than February 1, 2027, the Discharger shall submit a standalone completion report. See Table 2 regarding due dates and specific deliverables.

**Table 2. Report Deadlines**

Due Date	Report Description
June 1, 2026	<b>Quarterly Report 1</b> – Describe Project activities from the start of the Project through April 2026. Include documentation of the Project design. Provide an

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	<p>explanation for any incomplete task and a list of tasks to be completed and projected completion dates.</p>
September 1, 2026	<p><b>Quarterly Report 2</b> – Describe Project activities during May through July 2026. Provide documentation that it has applied for all appropriate permits from local, State, and federal regulatory agencies, such as copies of permit applications to the corresponding agencies. Provide Project advertisement and documentation of bidding initiation. Provide an explanation for any incomplete task and a list of tasks to be completed and projected completion dates.</p>
December 1, 2026	<p><b>Quarterly Report 3</b> – Describe Project activities during August through September 2026. Provide award of construction contract and documentation of CEQA compliance. Provide a construction schedule. Provide an explanation for any incomplete task and a list of tasks to be completed and projected completion dates.</p>
March 1, 2026	<p><b>Quarterly Report 4</b> – Describe Project activities during November through January 2027. Include confirmation that construction began (e.g., a notice to proceed construction) and photographs of construction progress. Provide an updated construction schedule or confirm the construction timeline still aligns with the schedule submitted in Quarterly Report 3. Provide an explanation for any incomplete task and a list of tasks to be completed and projected completion dates.</p>
June 1, 2027	<p><b>Final Completion Report</b> – Describe Project activities during February 2027 through May 2026, including assessment of Complete Construction milestone. The report shall also include a summary of all completed tasks, final Project implementation costs, an evaluation of the Project's success criteria (i.e., linear feet of pipeline replaced/rehabilitated), photographs documenting the completed Project, and a certified statement of SEP completion as required in Section III, paragraph 3.b of the Stipulated Order approving this Project as a SEP.</p>