

January 31, 2018

Board of Directors  
Napa Sanitation District  
1515 Soscol Ferry Road  
Napa, CA 94558

RE: **Request for Relief from application of Vol. II, §10.26 of Napa Sanitation's Sanitary Sewer and Recycled Water Standards pursuant to §4.01.050 of the Napa Sanitation District Code**

Dear members of the Board:

I own (through trust) 410 Stonecrest Dr., which is currently outside Napa Sanitation District's (the "District") service area. The septic system at the property failed, and an engineering study reported that the site lacks adequate soil to reconstruct a septic system to current standards. In 2017, I requested to connect to the Napa Sanitation District sewer line. LAFCO approved, and the District's Board approved, each subject to me entering an Outside Services Agreement with the District.

To date, I have paid \$18,000 (excluding legal fees and opportunity costs): \$3,000 study to determine property cannot handle septic; \$3,000 to LAFCO for permission to gain sewer; and \$12,000 for an engineering study that also benefits the entire neighborhood and the District. In order to connect my property to the District sewer, it is only necessary to extend the District's main line approximately 70 feet along Stonecrest Drive (my property continues approximately 150 feet along Stonecrest to its eastern border).

**Draft Outside Services Agreement.**

Napa Sanitation District has delivered a draft Outside Services Agreement that, among other things, requires me to:

- Extend the Napa Sanitation District Main line approximately 70 feet along Stonecrest Drive to a point of connection with my property; and
- Enter a Deferred Improvement Agreement, requiring me (or then-current owner of my property) to extend the Napa Sanitation District main line approximately 150 feet along Stonecrest to the property's eastern border when/if any upstream user elects to connect to the District line.

The request for a Deferred Improvement Agreement apparently stems from **Volume II, Section 10.26 of the District's Sanitary Sewer and Recycled Water Standards**, which states:

"When the sewer main will serve properties beyond the project limits, the sewer main must be designed and installed to cross the full frontage." (emphasis added)

Evidently the District views the offer of entering a Deferred Improvement Agreement as relief from the obligation to cross the full frontage. However, this imposes an unknown (and unknowable) financial burden on me and/or anyone who purchases my property (the obligation could arise many years into the future when costs are much higher). It is also unclear whether Vol. II, Section 10.26 applies at all because it is not certain at all that the sewer main "will" extend.

Request for Relief pursuant to §4.01.050 of the District Code.

§4.01.050 of the District Code provides:

"When any person, by reason of special circumstances, is of the opinion that any provision of this Code is unjust or inequitable as applied to his premises, he may make written application to the Board stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his premises."

Requiring me or the future owner of the property to pay (either now or in the future) to extend the sewer line 150 feet solely for the benefit of potential users of the sewer upstream is unjust and inequitable. This is a potentially huge financial burden on one property owner, with no benefit to the property.

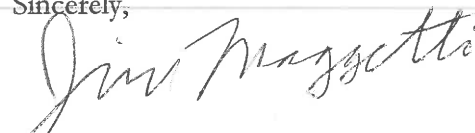
The District may counter that their District Code §3.020.110 requires that if any owner sharing my approximately 220 foot frontage along Stonecrest Dr. were to connect to the sewer line within 10 years after I (or a subsequent owner) install such extension, that property owner would be required to reimburse me (or my successor) for their fair share of the installation costs. This is only a remedy to me (or my successor) if both (a) I (or my successor) is required to install the full 220 feet and (b) a neighbor across Stonecrest connects within 10 years. It is highly speculative that both of these will occur in the requisite timeframe, and therefore unlikely to provide any financial relief.

#### My Proposal

In lieu of requiring me (or my successor) to install the sewer line across the entire frontage along Stonecrest Dr. (an additional approximately 150 feet) now, or enter a Deferred Improvement Agreement encumbering the property into the future, I propose to pay a fixed amount (\$10,000) now to the District to be used by the District to extend the line across the entire frontage in the future when/if that occurs.

I appreciate your consideration and look forward to discussing with you at the February 7, 2018 Board meeting.

Sincerely,



Jim Maggetti