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# Application Submittal Materials

Via Monte Solar Array P23-00229  
Planning Commission Hearing Date May 1, 2024



A Tradition of Stewardship  
A Commitment to Service

FILE # P23-00229

**NAPA COUNTY**  
**PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES**  
1195 Third Street, Suite 210, Napa, California, 94559 • (707) 253-4417

**APPLICATION FOR USE PERMIT**  
**EXCEPTION TO CONSERVATION REGULATIONS**

FOR OFFICE USE ONLY

ZONING DISTRICT: AW Date Submitted: 8/08/2023  
TYPE OF APPLICATION: Con Reg UPX Date Published: April 2024  
REQUEST: Solar on slopes over 3% Date Complete: 10/23/2023

TO BE COMPLETED BY APPLICANT  
(Please type or print legibly)

PROJECT NAME: Solar Array  
Assessor's Parcel #: 025-300-000 Existing Parcel Size: 10 acres  
Site Address/Location: 277 Via Monte St Helena CA 94574  
No. Street City State Zip  
Property Owner's Name: Sorelle Assets LTD  
Mailing Address: 2028 E Ben White Blvd Suite 240-6455 Austin TX 78741  
No. Street City State Zip  
Telephone #: (225) 405-1196 Fax #: ( ) - E-Mail: jam@st6partners.com  
Applicant's Name: Mark Friedman  
Mailing Address: 2028 E Ben White Blvd Suite 240-6455 Austin TX 78741  
No. Street City State Zip  
Telephone #: (225) 405-1196 Fax #: ( ) - E-Mail: jam@st6partners.com  
Status of Applicant's Interest in Property: Owner  
Representative Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
No. Street City State Zip  
Telephone # ( ) Fax #: ( ) E-Mail: \_\_\_\_\_

I certify that all the information contained in this application, including but not limited to the information sheet, water supply/waste disposal information sheet, site plan, plot plan, floor plan, building elevations, water supply/waste disposal system plot plan and toxic materials list, is complete and accurate to the best of my knowledge. I hereby authorize such investigations including access to County Assessor's Records as are deemed necessary by the County Planning Division for preparation of reports related to this application, including the right of access to the property involved.

Mark Friedman 06/27/2023

Signature of Applicant Date

Mark Friedman

Print Name

Mark Friedman 06/27/2023

Signature of Property Owner Date

Mark Friedman

Print Name

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

Application Fee Deposit: \$ \_\_\_\_\_ Receipt No.: \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**SUPPLEMENTAL APPLICATION FORM**  
**USE PERMIT EXCEPTION TO CONSERVATION REGULATION**

1. Please explain the reason for the exception request.

The project is the installation of solar panels. The exception request is necessary because the best location for the solar panels is on slopes greater than 30% in an area where no trees survived the Glass Fire. Access for construction will be from a neighboring property to the existing P&G maintenance road that traverses the property. Access for maintenance will be by ATV over internal pathways on the property. The purpose for choosing the proposed location is to minimize tree removal.

2. Are there any alternatives to the project which would not require an exception? Please explain.

There is an alternative location on slopes less than 30% but the alternative will require removal of at least 15 native oak trees. This area is approximately 150 feet north of the proposed location. The applicant has considered roof placement of the residence on the property, but has been advised by the applicant's solar design and installation contractor that the roof will not support the entire array and that both the orientation and shading of the roof render that option undesirable. A letter citing these concerns is attached. A slope map showing the slopes, existing improvements, proposed solar array and the existing tree coverage is also attached.

3. Describe how the project can meet the findings described in Section 18.104.040 A (structural or road project), or Section 18.108.040B (agricultural project).

No vegetation will be removed; no permanent grading is required; no cut and fill or retaining walls are proposed or required. There will be no disturbance to streams and all stream setbacks are observed; there will be no adverse habitat impacts.

**Section 18.108.040.A. Structural/road development projects**

a. Roads, driveways, buildings and other man-made structures have been designed to complement the natural landform and to avoid excessive grading: (Please describe).

The proposed solar array will be placed on a system of drilled piers. There will be no permanent grading or retaining walls, and the solar array structure will conform to the existing slopes.

b. Primary and accessory structures employ architectural and design elements which in total serve to reduce the amount of grading and earthmoving activity required for the project, including the following elements:

- i. Multiple-floor levels which follow existing, natural slopes;
- ii. Foundation types such as poles, piles, or stepping level which minimize cut and fill and the need for retaining walls;
- iii. Fence lines, walls, and other features which blend with the existing terrain rather than strike off at an angle against it.

As described above, the foundation for the solar array utilizes drilled piers and eliminates the need for any cut and fill and the need for retaining walls.

c. The development project minimizes removal of existing vegetation , incorporates existing vegetation into final design plans, and replacement vegetation of appropriate size, quality and quantity is included to mitigate adverse environmental effects.

No vegetation will be removed, and no trees will be removed.  
The design of the structure, in combination with the location, effectively mitigates any potential for adverse impacts.

4. Adequate fire safety measures have been incorporated into the design of the proposed development.

Yes,

5. Disturbance to streams and watercourses shall be minimized, and setbacks shall be retained as specified in Section 18.108.025.

Yes,

6. The project does not adversely impact threatened or endangered plant or animal habitats as designated by state or federal agencies with jurisdiction and identified on the county's environmental sensitivity maps.

Correct.

## INDEMNIFICATION AGREEMENT

Pursuant to Chapter 1.30 of the Napa County Code, as part of the application for a discretionary land use project approval for the project identified below, Applicant agrees to defend, indemnify, release and hold harmless Napa County, its agents, officers, attorneys, employees, departments, boards and commissions (hereafter collectively "County") from any claim, action or proceeding (hereafter collectively "proceeding") brought against County, the purpose of which is to attack, set aside, void or annul the discretionary project approval of the County, or an action relating to this project required by any such proceeding to be taken to comply with the California Environmental Quality Act by County, or both. This indemnification shall include, but not be limited to damages awarded against the County, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to this discretionary approval or an action related to this project taken to comply with CEQA whether incurred by the Applicant, the County, and/or the parties initiating or bringing such proceeding. Applicant further agrees to indemnify the County for all of County's costs, attorneys' fees, and damages, which the County incurs in enforcing this indemnification agreement.

Applicant further agrees, as a condition of project approval, to defend, indemnify and hold harmless the County for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the Applicant desires to pursue securing approvals which are conditioned on the approval of such documents.

In the event any such proceeding is brought, County shall promptly notify the Applicant of the proceeding, and County shall cooperate fully in the defense. If County fails to promptly notify the Applicant of the proceeding, or if County fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the County. The County shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

*Mark Friedman*

Applicant

06/27/2023

Date

Property Owner (if other than Applicant)

Project Identification

## Hourly Fee Agreement

PROJECT File: \_\_\_\_\_; request for

\_\_\_\_\_. I,  
Mark Friedman, the undersigned, hereby authorize the County of Napa to process the above referenced permit request in accordance with the Napa County Code. I am providing \$ \$5,000 as a deposit to pay for County staff review, coordination and processing costs related to my permit request based on actual staff time expended and other direct costs. **In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current Napa County fee schedule. I also understand and agree that I am responsible for paying these costs even if the application is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Hourly Fee Agreement:

1. Time spent by Napa County staff in processing my application and any direct costs will be billed against the available deposit. "Staff time" includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors and/or interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, or responding to any legal challenges related to the application during the processing of your application. "Staff" includes any employee of the Planning, Building and Environmental Services Department (PBES), the Office of the County Counsel, or other County staff necessary for complete processing of the application. "Direct costs" include any consultant costs for the peer review of materials submitted with the application, preparation of California Environmental Quality Act (CEQA) documents, expanded technical studies, project management, and/or other outside professional assistance required by the County and agreed to by the applicant. The cost to manage consultant contracts by staff will also be billed against the available deposit.
2. Staff will review the application for completeness and provide me with a good faith estimate of the full cost of processing the permit. Any requested additional deposit shall be submitted to PBES to allow continued processing of the project.
3. I understand that the County desires to avoid incurring permit processing costs without having sufficient funds on deposit. If staff determines that inadequate funds are on deposit for continued processing, staff shall notify me in writing and request an additional deposit amount estimated necessary to complete processing of my application. I agree to submit sufficient funds as requested by staff to process the project through the hearing process within 30 days of the request.
4. I understand that if the amount on deposit falls below zero, staff will notify me and stop work on the application until sufficient additional funds are provided
5. If the final cost is less than the amount remaining on deposit, the unused portion of the deposit will be refunded to me. If the final cost is more than the available deposit, I agree to pay the amount due within 30 days of billing.
6. If I fail to pay any invoices or requests for additional deposits within 30 days, the County may either stop processing my permit application, or after conducting a hearing, may deny my permit application. If I fail to pay any amount due after my application is approved, I understand that my permit may not be exercised, or may be subject to revocation. I further agree that no building, grading, sewage, or other project related permits will be issued if my account is in arrears.

7. I may file a written request for a further explanation or itemization of invoices, but such a request does not alter my obligation to pay any invoices in accordance with the terms of this agreement.

Name of Applicant responsible for payment of all County processing fees (Please Print):

Mark Friedman

Mailing Address of the Applicant responsible for paying processing fees:

Mark Friedman

2028 E Ben White Blvd Suite 240-6455

Austin, TX 78741

Signature: \* Mark Friedman

Email Address: jam@st6partners.com

Date: 06/27/2023

Phone Number: 225-405-1196

\*ATTENTION - The applicant will be held responsible for all charges.