

“E”

Use Permit Application



A Tradition of Stewardship
A Commitment to Service

Planning, Building, & Environmental Services
1195 Third Street, Suite 210
Napa, CA 94559
Main: (707) 253-4417
Fax: (707) 253-4336

PLANNING APPLICATION FORM

Applicant Information

Applicant Contact	Property Owner Contact
Name: <u>Meyers Water Company</u>	Name: <u>Edgerly Island Living Water LLC</u>
Mailing Address: <u>1830 Milton Rd.</u>	Mailing Address: <u>1836 Milton Rd.</u>
City: <u>Napa</u> State: <u>CA</u> Zip: <u>94559</u>	City: <u>Napa</u> State: <u>CA</u> Zip: <u>94559</u>
Phone: <u>707-254-9547</u>	Phone: <u>707-974-3803</u>
E-Mail Address: <u>meyerswater@gmail.com</u>	E-Mail Address: <u>jay@adventurecat.com</u>

Agent Contact	Other Representative Contact
Name: _____	☐ Engineer ☐ Architect ☐ Agent
Mailing Address: _____	Name: _____
City: _____ State: _____ Zip: _____	Mailing Address: _____
Phone: _____	City: _____ State: _____ Zip: _____
E-Mail Address: _____	Phone: _____
	E-Mail Address: _____

Property Information

Project Name: Meyers Water Company Relocation *Meyers Water Company*

Project Address: 1794 Milton Rd. Napa, CA 94559

Assessor's Parcel Number(s): 048-042-028

Size of site (acreage and/or square footage): .113 acres

General Plan Designation: _____ Zoning: RS-AC

Application Type¹

File No(s) _____

Administrative	Planning Commission/ALUC/BOS	Zoning Administrator
Erosion Control Plan: ☐ Track I ☐ Track II ☐ Admin Viewshed ☐ Fence Entry Structure Permit ☐ Land Division/Mergers ☒ Site Plan Approval/Modification ☐ Winery Administrative Permit ☐ Other Very Minor Modification ☐ Addressing ☐ Signs Temporary Event: ☐ 51-400 ☐ 401+ ☐ Late Application Submittal ☐ Application Entitled to Fee Waiver ☐ Other: _____	Major Modification: ☐ Winery ☐ Other Use Permit: ☐ Winery ☐ Other ☐ Viewshed ☐ AG Preserve Contract ☐ Development Agreement ☐ Airport Land Use Consistency Determination ☐ General, Specific or Airport Land Use Plan Amendment ☐ Variance ☐ Zoning Map/Text Amendment ☐ Road Exception ☐ Con. Reg. Exception ☐ Other: _____	☐ Certificate of Legal Non Conformity ☐ Other Minor Modification ☐ Road Exception ☐ Small Winery Exemption ☐ Winery Minor Modification ☐ Variance ☐ Viewshed ☐ Other: _____ Misc. Services ☐ Use Determination ☐ Status Determination ☐ Other: _____

¹: Include corresponding submittal requirements for each application type.

Hourly Fee Agreement

PROJECT File: Meyers Water Co., request for _____, I, _____

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 \$ 2,500.00 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.

Certification and Indemnification

Applicant certifies that all the information contained in this application, including all information required in the Checklist of Required Application Materials and any supplemental submitted information including, but not limited to, the information sheet, water supply/waste disposal information sheet, site plan, floor plan, building elevations, water supply/waste disposal system site plan and toxic materials list, is complete and accurate to the best of his/her knowledge. Applicant and property owner 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.*

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.

Edgerly Island Living Water LLC

Print Name of Property Owner

Meyers Water Company

Print Name Signature of Applicant (if different)

Jerry Gardner

Signature of Property Owner

May 7, 2021

Date

Jerry Gardner

Signature of Applicant

May 7, 2021

Date

Adjoining Property Owner List Requirements

All applications shall include a list of the current owners of all the properties whose outer perimeters are within **1,000 feet** of the property boundary of the project site. The list shall include the property owner's names, their addresses, and the assessor's parcel numbers of the property owned. The list may be expanded to include other affected property owners at the discretion of the Planning Director as well as individuals having a request for notice on file with the Commission Clerk.

Preparation, verification and submission of this list of property owners is the responsibility of the applicant. Lists of the property owners appearing on County tax rolls in the form required are available from all local title insurance companies. Each such list must be certified by a title insurance company as reflecting the most recent County tax roll information. While the mailing list is not necessarily required at initial project submittal, the project cannot be noticed for hearing without it.

Instructions to the Title Company

Please prepare the property owners' list as follows:

1. Type the property owners' names, parcel numbers and mailing addresses on an 8½" by 11" sheet of Avery #5160 Laser Labels so that this information can be readily used in mailing by the Planning, Building & Environmental Services Department.
2. Submit a full page copy of the assessors' parcel book page(s) and a copy of the latest equalized assessment roll used to compile the property owners' list. Please indicate the location of all parcels listed, by check mark or colored parcel number circled on the pages.

If you have any questions, please contact the Planning, Building & Environmental Services Department at (707) 253-4417.

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):

Meyers Water Company

Mailing Address of the Applicant responsible for paying processing fees:

Meyers Water Co.
1830 Milton Rd.
Napa, CA 94559

Signature:*

Jay Gardner

Email Address:

jay@adventurecat.com

Date:

May 7, 2021

Phone Number:

707 974 3803

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

Meyers Water Company

Project Narrative

September 10, 2021

Meyers Water Company (MWC) has provided water to the Edgerly Island Community since 1950 and currently serves approx. 91 homes, it is regulated by California State water law, County of Napa Environmental Health and the California Public Utilities Commission. MWC strives to provide safe, high quality water at an affordable cost to its customers.

Per 14 CCR Section 15269 (b) MWC is a small community water system that is doing an emergency repair to provide a new well and storage facility to replace a 70 year old well that is failing. A new well is essential so that MWC can continue to provide clean, healthful and reliable water needed for the public health and safety of our community.

After almost 70 years of continuous use the original well started failing with water production and quality growing progressively worse. In 2019 a decision was made to drill a new well at the existing facility located at 1830 Milton Rd. and financing was secured. This new well was drilled in early Sept of 2020 but it was a failure after running into a significant salt water aquifer. Our community had to survive on trucked in City of Napa water for approximately 4 weeks until the old well was able to be flushed out enough for renewed use by the community.

Due to the small size of the 1830 Milton Rd. lot (approx. 900 sq. feet) it was not possible to drill another well on that same lot especially with the salt water aquifer discovered in the first new well drilling attempt.

A search was then implemented to find a new location for a community well. Existing wells and well drilling records were looked at, the community was queried for historical help and a Geologist firm was hired to assist with all this research and planning. An abandoned well that has been on the Island since the early farming days was discovered and that water was tested, we also had the well casing video recorded and a cement bond log scan done for a condition report on the casing of the well. This was all done when we thought that the

County of Napa owned the well but we soon discovered that the well was actually owned by the State Dept. of Fish and Wildlife.

While the water from the State Well tested satisfactory, the overall condition of this 66 year old well was not much better than our 70 year old well so our search for a new community well location continued. We soon discovered that the Cargill Corporation still owned an empty lot only 200 feet away from the State Well and with the help of County Supervisor Brad Wagenknecht we were able to get in contact with Cargill Corporation. Cargill was willing to sell the lot and the owners of MWC were able negotiate a deal to buy the empty lot at 1794 Milton Rd. from Cargill.

The lot was purchased and a new well was drilled to 300' at the 1794 Milton Rd. lot. Electrical power was installed and the new well is producing sufficient quantities of good quality water at 75 gallons per minute, (our community water system normally needs 25 gpm, but we have been getting by with just 13 gpm for the last year or so from our old well).

MWC is applying for a Use Permit for the 1794 Milton Rd. lot so that we can move the water distribution system down to that location. We have designed the first floor (1,650 sq. feet) with pressure treated wood walls on a floating slab (55' deep x 30' wide) to house the water storage tanks, pumps and filters completely hidden out of sight. This is a pumping and storage space, a machinery space only. On the second floor there will be a 1,650 sq. feet manufactured home that will be available for rent.

MWC does not have a Use Permit for its existing location as it started operations prior to the requirement for Use Permits. Without MWC our community would be reliant on truck delivered water or numerous smaller wells that would have to be drilled. None of these smaller, private wells would be regulated by State standards or County Environmental Health Dept. Drilling 90 private wells would be both expensive and potentially disruptive to the aquifer. The trucked in water is assumed to meet State standards as a potable water source but with the continuing droughts in California it is not considered as secure a source water as our community water system. And with the high cost, which is at least 3 times as costly for trucked in water, as well as the need for over 3,500 truck per year to deliver an equivalent amount of water, trucked in water is both disruptive,

expensive and creates pollution/greenhouse gases, it is not a good solution for our community.

Operations – MWC has 3 part time employees who all live in the community, Matt Fullner, system co-manager, D-5 Distribution License and T-3 Treatment License, Juell Fullner, system co-manager, billing and accounting, Jay Gardner, regulatory compliance and back up operator with a D-2 License.

Normal operation of the water system is nearly silent; the pumps are located 200' below ground and cannot be heard. MWC has a green sand filter that requires a back wash cycle for cleaning of the filters. That backwash cleaning cycle is needed once per day and it runs for 20 minutes. No neighbor has complained about the noise level from this backwash cycle.

MWC personnel would normally need access to the first floor facility a few times in the week for maintenance duties and that would be between 8am and 5pm. Occasionally, there is an emergency water main failure that might have to be fixed at various times during the day or night, but that is an exceptional event, occurring 2 - 4 times per year at most. When that emergency work has to be done we would need to access the first floor to get the truck out to go and work at the site of the main line break, noise would be at a minimum, just opening a garage door and driving the truck out.

The well head will remain outdoors (not inside the first floor pump and tank room) due to the need for access by the well drilling contractor McLean & Williams for service of the pumps in the well with their crane truck. Once every 3 months or so we have a pickup by a truck of 2 plastic totes that contain the backwash rinse water solids, we keep a forklift for loading the totes into the truck. MWC is currently working with Napa River Reclamation District to see if this backwash rinse water can be discharged into their system and if so the plastic totes and pickup would no longer be needed.

Occasionally, once or twice per year, we will get a delivery of parts needed for installing replacement service connections in anticipation of the year 2025 requirement for all water hookups to be metered, we are currently unmetered.

We feel very fortunate that the new well at the 1794 Milton Rd. address has been successful at producing good clean water. Our community can breathe a sigh of

relief after a very traumatic period of failing water quality and salty water, we are very Thankful for this new cleaner source of water!

Jay Gardner

President

Meyers Water Company

707-974-3803