



COUNTY OF LAKE
Community Development Department
PLANNING DIVISION
 Courthouse - 255 N. Forbes Street
 Lakeport, California 95453
 Phone (707) 263-2221 FAX (707) 263-2225

RECEIVED

APR 29 2020

Planning Division Application
 (Please type or print)

**LAKE COUNTY COMMUNITY
 DEVELOPMENT DEPT.**

Project name: Bioenergy Production System
Assessors Parcel # : 009 - 021 - 07

INITIAL FEES:	
AB <u>20-01</u>	\$1,065.00
Sub Total:	\$1,065.00
Technology recovery 2% Cost	\$21.30
General Plan Maintenance Fee	\$50.00
Total:	\$1,136.30

Zoning: Rural Residential/CH-DR
General Plan: 22/CC^{SC}
Receipt # 54147
Initial: slw

APPLICANT:

NAME: Clint Nelson
MAILING ADDRESS: PO Box 599
CITY: Kelseyville
STATE: CA **ZIP:** 95451
PRIMARY PHONE: 707 349-3499
SECONDARY PHONE: 707 299-1003
EMAIL: clintn@beckstofferwinery.com

PROPERTY OWNER (IF NOT APPLICANT):

NAME: _____
MAILING ADDRESS: _____
CITY: _____
STATE: _____ **ZIP:** _____
PRIMARY PHONE: () _____
SECONDARY PHONE: () _____
EMAIL: _____

PROJECT LOCATION

ADDRESS: 7130 Red Hills Rd.
PRESENT USE OF LAND:
Agriculture & Residential

DESCRIPTION OF PROJECT:

construction of power plant
 and delivery / chipping of
 woody debris.

SURROUNDING LAND USES:

North: commercial, residential, vineyards
South: vineyards
East: vineyards, commercial, residential
West: residential, vineyards.

PARCEL SIZE(S):

Existing: _____
Proposed: _____

Existing/Proposed Water Supply: _____
Existing/Proposed Sewage Disposal: _____
Fire Protection District: _____
School District: _____

At-Cost Project Reimbursement

I, Clint Nelson, the undersigned, hereby authorize the County of Lake to process the above referenced permit request in accordance with the County of Lake Code. I am paying an initial fee of \$ 1,136.30 as an estimated cost for County staff review, coordination and processing costs related to my permit (Resolution No. 2017-19, February 7, 2017). **In making this initial fee, I acknowledge and understand that the initial fee 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 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 I also understand and agree that I am responsible for paying these costs even if the application is withdrawn or not approved.**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 Reimbursement Agreement:

1. Time spent by County of Lake staff in processing my application and any direct costs will be billed against the available initial fee. **"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, processing of any appeals, responding to public records act requests or responding to any legal challenges related to the application. "Staff" includes any employee of the Community Development Department.**
2. If processing costs exceed the available initial fee, I will receive invoices payable within 30 days of billing.
3. As the owner of the project location, I have the authority to authorize and I hereby do authorize the County of Lake or authorized representative(s) to make inspections at any reasonable time as deemed necessary for the purpose of review and processing this application.
4. If I fail to pay any invoices within 30 days, the County will stop processing my permit application. All invoices must be paid in full prior to issuance of the applied for permit.
5. If the County determines that any study submitted by the applicant requires a County-contracted consultant peer review, I will pay the actual cost of the consultant review. This cost may vary depending on the complexity of the analysis. Selection of any consultant for a peer review shall be at the sole discretion of the Community Development Director or his designee.

6. I agree to pay the actual cost of any public notices for the project as required by State Law and the Lake County Zoning Ordinance.
7. I may, in writing, request a further breakdown 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.
8. I agree to pay all costs related to permit condition compliance as specified in any conditions of approval for my permit/entitlement including compliance monitoring.
9. I agree not to alter the physical condition of the property during the processing of this application by removing trees, demolishing structures, altering streams, and/or grading or filling. I understand that such alteration of the property may result in the imposition of criminal, civil or administrative fines or penalties, or delay or denial of the project.
10. Applicant shall defend, indemnify and hold harmless the County and its agents, including consultants, officers and employees from any claim, action or proceeding against the County or its agents, including consultants, officers or employees to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, including any claim for private attorney general fees claimed by or awarded to any party against the County, and shall also include the County's costs incurred in preparing the administrative record which are not paid by the petitioner. The County shall promptly notify the applicant of any claim, action or proceeding. Notwithstanding the foregoing, the County shall control the defense of any such claim, action or proceeding unless the settlement is approved by the applicant and that the applicant may act in its own stead as the real party in interest in any such claim, action or proceeding.
11. I have checked the current Hazardous Waste and Substances Sites List pursuant to Government Code Section 65962.5(f). www.envirostor.dtsc.ca.gov/public/ The proposed project site is ☐ or is not ☐ included on the most recent list.
12. I understand that pursuant to State Fish and Games Code Section 711.4, a filing fee is required for all projects processed with a Negative Declaration or Environmental Impact Report unless it has been determined by the California Department of Fish (CDFW) that the project will have no effect on fish and wildlife. The fees are collected by the County Community Development Department, Planning and Environmental review Division (PER) for payment to the State. I understand that I will be notified of the fee amount upon release of the environmental document for the project.

13. I hereby agree that any drainage studies and/or drainage models that are provided to the County as part of the technical studies for this entitlement process will be provided with a license or other satisfactory release allowing the County to duplicate, distribute, and/or publish the studies and models to the general public without restriction. I understand that failure to provide such license or release to the satisfaction of the County may result in comment that the study and or model is inadequate to support the entitlement request.

The signature(s) below signifies legal authority and consent to file an application in accordance with the information above. The signature also signifies that the submitted information and accompanying documents are true and accurate, and that the items initialed above have been read and agreed to.

Note: This agreement does not include other agency review fees or the County Clerk Environmental Document filing fees.

**APPLICATIONS WILL NOT BE ACCEPTED WITHOUT SIGNATURE(S) OF LEGAL PROPERTY OWNERSHIP
OR OFFICIAL AGENT/AUTHORITY TO FILE (circle one)**

Ownership

Contract to Purchase*

Letter of Authorization*

Power of Attorney*

**Must Attach Evidence*

Name of Property Owner or Corporate Principal Responsible or Appointed Designee for Payment of all At-Cost Project Reimbursement Fees:

(Please Print)

Name of Company or Corporation *(if applicable)*:

Beckstoffer Vineyards

(Please Print)

Mailing Address of the Property Owner or Corporation/Company responsible for paying processing fees:

(If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation)

Name: Clint Nelson

Date: 4/28/2020

Email address: clintn@beckstofferwineyards.com Phone Number: 707-349-3499



Signature of Owners/Agent* Name

4/28/2020

Date

Signature of Applicant

Date

RECEIVED

APR 30 2020

Red Hills AVA Stakeholders Alliance
April 29th 2020

LAKE COUNTY COMMUNITY
DEVELOPMENT DEPT.

Appeal to Bioenergy Production System at 7130 Red Hills Road, Kelseyville

To Board of Supervisors;

This appeal is being sent on behalf of the Red Hills AVA Stakeholders which is an alliance composed of vineyard owners, wineries and rural residents. This group acknowledges the benefits of a bioenergy facility. Furthermore, many of its constituents would be in support of such a project in a different location.

However adjacent stakeholders are concerned, if not alarmed, that this project was approved by the Planning Commission with a split vote of 3-2. Several of the stakeholders were able to attend the Planning Commission hearing on April 23rd. It is fair to say that issues discussed were either nonchalantly declared 'mitigated' without the ability to enforce or quickly dismissed as this project appeared to be fast-tracked through the approval process.

This project raises concerns that cannot be simply remediated and highlight the need to honor zoning compliance. As mentioned during the public hearing, this project is deliberately abusing the zoning system that is currently in-place while simultaneously setting a precedent which should be considered unacceptable. The lands involved are currently zoned rural residential. This zoning is aligned with the surrounding businesses, homes and also appropriate for the *Hwy 29 Scenic Corridor*. The chipping, grinding, generator usage, trucking, overall noise, dust impacts and visuals for all intents and purposes turn a quaint rural residential area into an industrial complex. This alone should have stopped the project from passing the Planning Commission hearing.

There are many other unknowns regarding this facility and to use pristine lands for an experimental power plant is and would be reckless. This area is considered some of the most valuable winegrape growing land in the County of Lake and to blemish it with an industrial facility is understatedly misguided.

Adjacent stakeholders have spent decades developing vineyards and wineries that fit the identity of the next great wine region in California. These same owners risk losing clients and revenue due to the sensitivity of being downwind from a fuel burning facility. Ultra-premium wines are incredibly sensitive to odors and smoke which cause foul tastes and smells termed taint. Taint is a contractually acceptable reason for wineries to reject delivery of grapes at their discretion.

This project claims that neither smoke nor emissions are produced by the facility. Unfortunately, experimental projects do not always go as planned and grape growers will have a difficult time convincing wineries to purchase grapes from the surrounding vineyards. This issue could make hundreds to even thousands of tons of winegrapes unmarketable, leading to an unbearable amount of lost revenue.

Beyond perception, the trucking, grinding, chipping, and unloading of woody debris all create serious threats to the wellbeing of surrounding vineyards as dust is known to transport both pests and diseases into vineyards. This problem will increase the cost of pesticide programs, exacerbate grapevine mortality and decrease long-term and short-term revenues.

The noise associated with trucking, chipping, grinding and generator usage will not only decrease adjacent homeowner's quality of life, but also potentially impact the ability for tasting rooms to deliver invaluable experiences needed to bring tourists and customers back to the area.

A project like this would likely be well-received in an industrialized area, properly zoned and away from scenic corridors. Considering the aforementioned issues, the alliance hopes that the Board of Supervisors will require an alternative site for this Bioenergy Production Facility.

Thank you for your consideration and we look forward to continuing this discussion.

**COUNTY OF LAKE**

Community Development Department
255 N. Forbes St.
Lakeport, CA 95453
(707) 263-2382

Receipt No.: **54147**
Receipt Date: **04/29/2020**

RECEIPT

RECORD & PAYER INFORMATION

Record ID: PLN20-00045 *AB 20-01*
Record Type: Planning Entitlement
Property Address: 7130 RED HILLS RD, KELSEYVILLE 95451
Parcel Number: 009-021-07
Description of Work: AB 20-01
Appeal to Bioenergy Production System at Red Hills Road, Kelseyville
by Red Hills American Viticulture Appellation 'AVA' Stakeholders
Job Value: \$0.00
Payer: Beckstoffer Vineyards - Red Hills
Applicant: Clint Nelson
, CA
Owner: SCOTTS VALLEY BAND OF POMO INDIANS

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
04/29/2020	Check	25874	COUNTER		\$1,136.30

FEE DETAIL

Fee Description	Account Code	Fee Amount	Current Paid
Appeal to the Board	001-2702-492.79-90	\$1,000.00	\$1,000.00
Appeal to the Board	001-1908-492.79-90	\$65.00	\$65.00
General Plan Maintenance	001-2702-461.66-21	\$50.00	\$50.00
Technology Recovery 2% Cost	001-2702-461.66-19	\$21.30	\$21.30
		<u>\$1,136.30</u>	<u>\$1,136.30</u>