

From: [Jessica Preston](#)
To: [McDowell, John](#)
Cc: Sean@lakassociates.com
Subject: Soscol Ferry Solar Project
Date: Tuesday, December 17, 2019 4:32:16 PM

Dear John,

I am writing in support of Soscol Ferry Solar project. I am in favor of this project because the proposed project has been designed to avoid environmentally sensitive areas. In addition, this land is located in the Napa Industrial Park.

We are a resident of Napa County and a customer of Marin Clean Energy. We moved here specifically due to Napa County's commitment to clean energy. We love solar and look forward to seeing it increase in our county and reduce our reliance on fossil fuels.

Thank you for your consideration.

Respectfully,
Jessica Lien
171 Silverado Springs Drive
Napa, CA 94558

--

Jessica L. Preston
P: 415.971.2545

From: [David Davenport](#)
To: [McDowell, John](#)
Cc: sean@lakassociates.com
Subject: Soscol Ferry Solar Project
Date: Monday, December 16, 2019 3:29:30 PM

Dear Planner McDowell,

I am writing in support of Soscol Ferry Solar project. I am in favor of this project because I believe that the big round orange ball in the sky is free, and the direction we need to move the power grid into the future and that Napa County should be on the forefront of development. I am a resident of Napa County and a customer of Marin Clean Energy. We love solar and look forward to seeing it increase in our county and reduce our reliance on fossil fuels.

This project has many benefits including:

- This land is located in the Napa Industrial Park
- It is an irregularly shaped parcel with no road frontage and no visibility from the road
- This project is going to preserve and enhance the buffers to Soscol Creek by installing a pollinator habitat that will benefit surrounding parcels and wineries and enhance riparian habitat
- The proposed project has been designed to avoid environmentally sensitive areas
- The site doesn't have any residential neighbors

Thank you for your consideration.

Sincerely,

David Davenport
Plant Manager/Partner
Infinity Bottling
david@infinitybottling.com
707-333-7145
677 Hanna Dr. Suite B
American Canyon
CA 94503

From: [Bill Pascoe](#)
To: [McDowell, John](#)
Subject: Soscol Ferry Solar Projects
Date: Monday, December 16, 2019 3:14:50 PM

Hi John,

On behalf of Marin Clean Energy (MCE), I would like to express our support for local renewable generation projects. Homegrown, clean energy installations have a major impact on our goals to reduce greenhouse gas emissions and provide economic and workforce benefits to the community.

MCE does not take a position on local planning decisions. However, assuming the Soscol Ferry Solar Project is approved by the County of Napa and is interconnected into the PG&E system, MCE will support the project through our Feed-in-Tariff (FIT) program. The FIT program provides a fixed price per MWh over a 20-year term for projects up to 1 MW.

Please don't hesitate to contact me with any questions.

Kind regards,

[Bill Pascoe](#)
Power Procurement Manager, MCE
(415)464-6668 | bpascoe@mceCleanEnergy.org
mceCleanEnergy.org

Join our [Facebook group](#) and sign up for our [e-newsletter](#)!

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From: [Jessica Tuteur](#)
To: [McDowell, John](#)
Cc: sean@lakassociates.com
Subject: Soscol Ferry Solar Project
Date: Monday, December 16, 2019 3:14:35 PM

Dear Planner McDowell,

I am writing in support of Soscol Ferry Solar project. I am in favor of this project because I believe that solar is the wave of the future and that Napa County should be on the forefront of development. I am a resident of Napa County and a customer of Marin Clean Energy. We love solar and look forward to seeing it increase in our county and reduce our reliance on fossil fuels.

This project has many benefits including:

- This land is located in the Napa Industrial Park
- It is an irregularly shaped parcel with no road frontage and no visibility from the road
- This project is going to preserve and enhance the buffers to Soscol Creek by installing a pollinator habitat that will benefit surrounding parcels and wineries and enhance riparian habitat
- The proposed project has been designed to avoid environmentally sensitive areas
- The site doesn't have any residential neighbors

Thank you for your consideration.

Sincerely,
Jessica Tuteur
[1390 Green Valley Rd](#)
[Napa, CA 94558](#)

From: [Roy Bukstein](#)
To: [McDowell, John](#); Sean@lakassociates.com
Subject: Soscol Ferry Solar Project
Date: Monday, December 16, 2019 1:38:01 PM

Dear John and Sean,

As the CFO of Oakville Ranch Vineyards LP, a Napa County vineyard that's been in operation for over 30 years, I want to express my support for the Soscol Ferry Solar Project. Since 2005 Oakville Ranch Vineyards has used solar panels on the vineyard grounds to power our irrigation pumps. We are customers of Marin Clean Energy and adamant supporters of solar energy.

It is my understanding you are considering a solar project off Soscol Ferry Road near the intersection of Highway 12 and Highway 29 adjacent to Napa Sanitation District. We support this project because the land is a perfect site to locate a solar farm. The site has no residential neighbors nearby; the land is located in the Napa Industrial Park with no road frontage and as such no visibility from the road.

It is without question that investing in renewable energy projects is critical to reduce our reliance on fossil fuels. Solar is a low impact development and a great use for this site. I ask that you approve this project so we can increase solar production in Napa County and reduce or reliance on fossil fuels.

Sincerely,

Roy Bukstein

Roy Bukstein
roybuk@yahoo.com
Oakville Ranch Vineyards LP
7781 Silverado Trail
Napa, Ca. 94558
707-944-9665

From: croberts99@aol.com
To: sean@lakassociates.com; [McDowell, John](#)
Subject: Fwd: Soscol Ferry Solar Project
Date: Monday, December 16, 2019 11:19:32 AM
Attachments: [2019-12-16_11-15-47_191216-111547-a41.pdf](#)

Dear John and Sean,
Here is the letter from the owner/seller of the subject property. Thank you for your consideration.
Carolyn Roberts



[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

Powered by [e-Letterhead](#)

From: croberts@cnapavalley.com
To: croberts@cnapavalley.com
Sent: 12/16/2019 11:16:00 AM Pacific Standard Time
Subject: Scanned Document_2019-12-16_11-15-47

Hello carolyn,

See the attachment for your scanned document. Scanned by user: carolyn

Your Kyocera Copier

Napa
10-23-19

To whom it may concern,

I, Kim Giles, am selling my vineyard and retiring. I am 83 years old and ready to move on to a new stage of my life. The property (parcel #057-170-001) is zoned Industrial (IP) and part of the Airport Industrial area with access from Soscol Ferry Road.

I have farmed this property for 39 years. It is a 23.39-acre parcel with about 17 acres in vines. I was told by the farm bureau in the early 1980's that my property should be part of the Airport Industrial area, in order, to preserve the "HEART OF THE VALLEY".

I now think the highest and best use for my property might be for Solar Power Generation. That way we can farm solar energy and still preserve the "HEART OF THE VALLEY. And, most importantly, it would be helping fight global warming and preserve our world for future generations.



Kim Giles
1605 G. Street.
Napa, Ca. 94559



YOCHA DEHE
CULTURAL RESOURCES

RECEIVED

DEC 13 2019

Napa County Planning, Building
& Environmental Services

December 9, 2019

Napa County – Planning Division
Attn: Brian Bordona, Planning Director
1195 Third Street, Suite 210
Napa, CA 94559

RE: Soscol Ferry Solar Project

Dear Mr. Bordona:

Thank you for the notice of intent to adopt a mitigated negative declaration dated, November 14, 2019, regarding cultural information on or near the proposed Soscol Ferry Solar Project, Napa, County. We appreciate your effort to contact us and wish to respond.

The Cultural Resources Department has reviewed the notice and concluded that the project is within the aboriginal territories of the Yocha Dehe Wintun Nation. Therefore, we have a cultural interest and authority in the proposed project area.

Based on the information provided, the Tribe has concerns that the project could impact unknown cultural resources. Yocha Dehe Wintun Nation highly recommends including cultural monitors during development and ground disturbance, including backhoe trenching and excavations, and cultural sensitivity training for any pre-project personnel. Additionally, we request a copy of the ground disturbance details when they become available.

We have included the Tribes burial treatment protocol and a draft monitoring agreement for your review. If you have any questions or would like to set up a monitoring agreement, please contact the following individual:

Laverne Bill, Cultural Resources Manager
Yocha Dehe Wintun Nation
Office: (530) 723-3891
Email: lbill@yochadehe-nsn.gov

Please refer to identification number YD-08152019-02 in any correspondence concerning this project.

Thank you for providing us the opportunity to comment.

Sincerely,

Tribal Historic Preservation Officer

Yocha Dehe Wintun Nation

PO Box 18 Brooks, California 95606 p) 530.796.3400 f) 530.796.2143 www.yochadehe.org

Standard Monitoring Agreement
Between
Yocha Dehe Wintun Nation
And
[Company Name]

This MONITORING AGREEMENT ("Agreement") is made and entered into as of {DATE}, [YEAR], by and between the **Yocha Dehe Wintun Nation**, a federally recognized Indian tribe ("Yocha Dehe" or "Tribe") on the one hand, and [Company Name] (hereinafter "Contractor") on the other hand. Yocha Dehe and Contractor are collectively referenced hereinafter as the "Parties".

I. RECITALS

A. Subject Matter: This Agreement concerns the use and/or development of real property located within the area of [City], California, and which is the subject of development by Contractor. The development is commonly known as [Project Name], hereinafter referenced as the "Project" and is described in Attachment I of this Agreement. As used herein, the Area of Potential Effect (or APE) includes [APE Number(s)].

B. Purpose: The purpose of this Agreement is to establish fee schedules and terms for the use of Yocha Dehe tribal monitors for the Project; establish protocols for the relationship between Yocha Dehe and the Contractor; formalize procedures for the treatment of Native American human remains, grave goods, ceremonial items and any cultural artifacts, in the event that any are found in conjunction with the Project's development, including archaeological studies, excavation, geotechnical investigations, grading and any ground disturbing activity. This Agreement is entered into as mitigation under the California Environmental Quality Act ("CEQA") and/or the National Environmental Policy Act ("NEPA") and Section 106 of the National Historic Preservation Act ("Section 106"), and any such mitigation may be a condition of approval for said Project.

C. Cultural Affiliation: The Tribe traditionally occupied, and can trace its historical ties to, land in the Project's Area of Potential Effect ("APE" or "Project Area"). The Project is within the boundaries of the Yocha Dehe Linguistic Territory. Thus, cultural resources identified in the APE are related to the history and tradition of the Yocha Dehe Wintun Nation and Patwin speaking peoples. Yocha Dehe has designated its Cultural Resources Department to act on its behalf with respect to the provisions of this Agreement. Any Native American human remains, grave goods, ceremonial items, and cultural items or artifacts that are found in conjunction with the development of this Project shall be treated in accordance with the Provisions of this Agreement.

II. TERMS

A. Incorporation of Recitals: All of the foregoing recitals are accurate and are incorporated in this Agreement by reference.

B. **Term:** This Agreement shall be effective as of the date of execution and it shall remain in effect until the Project's completion.

C. **Scope of Services and Specifications:** Given the nature and sensitivity of archaeological sites and cultural resources that are or may be within the Project area (a map of which is shown and attached hereto as Attachment I). Yocha Dehe shall provide tribal monitoring and consultation for the Project during the archaeological investigations and all ground disturbing activities required for the Project. Yocha Dehe monitors will work in collaboration with the archaeologists and Project engineers hired/employed by the Contractor.

D. **Fee Schedule:**

The fee schedule for the use of Yocha Dehe Wintun Nation monitors and staff is as follows;

Native American Monitoring	\$75.00 hourly rate (per monitor)
Tribal Historic Preservation Officer/ Cultural Resources Director (4 hour minimum)	\$200.00 (per hour)
Tribal Executives (4 hour minimum)	\$200.00 (per hour)
Cultural Resources Department Manager (4 hour minimum)	\$175.00 (per hour)
Cultural Resources Manager (4 hour minimum)	\$175.00 (per hour)
Overtime (over 8 hrs in a day)	\$112.50 hourly rate (per monitor)
Weekend and Holiday Hours	\$112.50 hourly rate Saturday; and \$150.00 hourly rate Sunday and Holiday
Administrative Fee	15% of Invoice

Yocha Dehe's monitors will bill for time spent traveling to and from any Project site. In addition, Yocha Dehe shall be reimbursed for all costs associated with travel to and from the Project. Eligible items for cost reimbursement shall include, but not be limited to, mileage (or fuel purchases, at the submitter's election), hotel, and per diem (GSA rate).

E. **Coordination with County Coroner's Office.** In the event human remains are discovered on or near the Project site during its development, Contractor shall immediately contact the Coroner, the Yocha Dehe Cultural Resources Manager, Cultural Committee Chairman, the Tribal Chairman and/or the Yocha Dehe Cultural Resources Director. In order to facilitate this Agreement's implementation, the appropriate County Coroner's Office shall be provided a copy of this Agreement either before any earth disturbing activities or upon request of the Tribe. Yocha

Dehe agrees to provide Contractor the needed contact information in order to comply with this provision. The Coroner shall be asked by the Contractor to determine if the remains are (1) human, (2) prehistoric, and further, the Contractor shall request the Coroner notify the State of California's Native American Heritage Commission in the event the remains are determined to be Native American. The Contractor will compensate the Coroner for reasonable fees and costs, if applicable and required by the County Coroner's office.

F. Most Likely Descendant (MLD): The Yocha Dehe Wintun Nation as the MLD for any Human Remains, Associated Funerary Objects and Artifacts found within the exterior boundaries of the Yocha Dehe Wintun Nation Linguistic Territory. Human Remains have been discovered within the Yocha Dehe Wintun Nation Linguistic Territory on occasion and in all of those cases, the Native American Heritage Commission ("NAHC") designated the Yocha Dehe Wintun Nation as the Most Likely Descendent ("MLD") under California Public Resources Code section 5097.98.

G. Treatment and Disposition of Remains. Where Native American human remains are discovered during the Project's development, and where Yocha Dehe has been designated the Most Likely Descendant (MLD), the following provisions shall apply to the Parties:

I. The Tribe shall be allowed, under California Public Resources Code sections 5097.98 (a) and 21083.2 and State CEQA Guidelines section 15064.5 (e), to: (1) inspect the site of the discovery; and (2) make recommendations as to how the human remains and grave goods shall be treated and disposed of with appropriate dignity.

II. The Tribe shall complete its inspection within twenty-four (24) hours of receiving notification from either the Contractor or the NAHC, as required by California Public Resources Code section 5097.98 (a). The Parties agree to discuss, in good faith, what constitutes "appropriate dignity" as that term is used in the applicable statutes.

III. Reburial of human remains shall be accomplished in compliance with the California Public Resources Code sections 5097.98 (a) and (b) and 21083.2 and State CEQA Guidelines section 15064.5 (e).

IV. The Parties are aware that Yocha Dehe may wish to rebury the human remains and associated ceremonial and cultural items (artifacts) on or near the site of their discovery, in an area that shall not be subject to future subsurface disturbances. Should Yocha Dehe recommend reburial of the human remains and associated ceremonial and cultural items (artifacts) on or near the site of their discovery, the Contractor shall make good faith efforts to accommodate the Tribe's request.

V. The term "human remains" encompasses more than human bones because Yocha Dehe's traditions periodically necessitated the ceremonial burning of human remains, and monitors shall make recommendations for removal of cremations. Grave goods are those artifacts associated with any human remains. These items and the soil, in an area encompassing up to two (2) feet in diameter around the burial, and other funerary remnants and their ashes, are to be treated in the same manner as human bone fragments or bones that remain intact

H. Treatment and Disposition of Cultural Items (Artifacts). Ceremonial items and items of cultural patrimony reflect traditional religious beliefs and practices of the Tribe. Contractor agrees to return all Native American ceremonial items and items of cultural patrimony that may be found on the Project site to the MLD for appropriate treatment, unless Contractor is ordered to do otherwise by a court or agency of competent jurisdiction. In addition, the Tribe requests the return of all other cultural items (artifacts) that are recovered during the course of archaeological investigations on or adjacent to the Project site. Where appropriate (from the perspective of Yocha Dehe), and agreed upon in advance by Yocha Dehe, certain analyses of certain artifact types will be permitted, which may include, but which may not necessarily be limited to, shell, bone, ceramic, stone and/or other artifacts.

I. Ownership Relinquishment. Contractor waives any and all claims to ownership of Native American ceremonial and cultural artifacts that may be found on the Project site. If examination of cultural artifacts by an entity or individual other than the MLD is necessary, that entity or individual shall return said artifacts to the MLD within thirty (30) days, or any other agreed upon time frame from the initial recovery of the items.

J. The Description of Work. Description of work for Yocha Dehe monitors for the grading and ground disturbing operations at the Project site is provided in Attachment II to this Agreement and incorporated herein by this reference. **Section I of Attachment II specifies the duties and responsibilities of the identified tribal monitoring crew and other specified parties. Section II of Attachment II identifies the geographical area over which the tribal monitoring crew shall oversee cultural resource mitigation and monitoring in accordance with California Public Resources Code section 21083.2 (c) and (k). Sections III and IV of Attachment II mandate compensation of the tribal monitoring crew by the Contractor.**

K. Confidentiality. Unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed and will not be governed by public disclosure requirements of the California Public Records Act, Cal. Govt. Code § 6250 et seq. The County Coroner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r). Moreover, all records relative to consultation between the Parties shall be confidential and not subject to public disclosure as required by the California Public Records Act, Cal. Govt. Code § 6250 et seq.

Executed by:

Date: _____, 20__

Yocha Dehe Wintun Nation

Tribal Historic Preservation Officer

Date: _____, 20__

[Company Name]

[Signatory Name]
[Title]

DRAFT

ATTACHMENT I

[Insert Tract Map for Project Name]

DRAFT

Attachment II

NATIVE AMERICAN MONITORING OF GRADING AND GROUND DISTURBING ACTIVITIES

- I. **Specifications:** Given the nature and sensitivity of the archaeological sites and cultural resources that are in or may be within the Project area, the Yocha Dehe Wintun Nation, a federally recognized Indian tribe and the Most Likely Descendant as identified by the Native American Heritage Commission, shall provide the tribal monitoring, consultation and facilitation for this Project during the archeological investigations, and all ground disturbing activities for the Project. Yocha Dehe's monitors will work in concert with the archaeologists and Project engineers hired/employed by Contractor. The tribal monitors or Project archaeologists will be empowered to halt all earthmoving equipment in the immediate area of discovery when cultural items or features are identified until further evaluation can be made in determining their significance. It is understood that all surface and subsurface artifacts of significance shall be collected and mapped during this operation following standard archaeological practices.

After discovery of cultural items or features' discussions between the tribal monitors and project archaeologist will occur to determine the significance of the situation and best course of action for avoidance, protection of resources, and/or data recovery, as applicable.

- II. **Project to be Monitored:** Monitoring shall encompass the area known as [Project Name] and shall be known as the Project area. It is agreed that monitoring shall be allowed for all archaeological studies, excavations, and groundbreaking activities occurring in conjunction with the development of the Project.
- III. **Project Crew Size:** The Parties to this Agreement project the need for a tribal monitoring crew size to be determined by the Cultural Site Protection Manager, in accordance with Yocha Dehe Wintun Nation Cultural Law. If the scope of the work changes (*e.g.*, inadvertent discoveries of cultural resources or simultaneous grading of area that requires multiple tribal monitors), additional tribal monitors may be required. Developer agrees to directly compensate Yocha Dehe for all of the work performed by the tribal monitors. The compensation rate shall be made directly from Contractor to the Tribe in accordance with Section IV. If human remains are found, the coordination of the reburial of those remains and any associated cultural and ceremonial items shall be conducted in accordance with Sections III and IV of this Agreement.
- IV. **Compensation:** Yocha Dehe shall provide the tribal monitoring crew for the Project and shall be responsible for coordinating the tribal monitors' activities on the Project. The Tribe recognizes that dangerous conditions may exist on the work site, particularly during grading operations, and agrees to assume responsibility for the

safety of the tribal monitoring crew while the crew remains on the Project site. The Tribe possesses the necessary insurance to cover any bodily injury or property damage that may be suffered by the tribal monitors and proof of such insurance shall be made available to Contractor upon request.

Contractor shall directly compensate the Tribe in accordance with the following compensation rates and procedures. Invoices will be submitted on a monthly basis and shall be paid within 30 days of submittal to assure timely tribal monitor compensation and to further assure that tribal monitoring will not be terminated for the Project.

A minimum half-day charge ("show up" time) shall be charged to Contractor for unannounced work stoppages of the tribal monitors that are not due to actions by Yocha Dehe.

- V. **Rights of Access/Stoppage/Consultation Upon Discovery:** Contractor shall provide Yocha Dehe tribal monitors with unencumbered access to the Project site as reasonably necessary for the monitors to effectively perform the services required by this Agreement. The tribal monitors and/or project archaeologist will be empowered to halt all earthmoving equipment in the immediate area of discovery when cultural items or features are identified until further evaluation can be made in determining their significance. It is understood that all surface and subsurface artifacts, Native American human remains, funerary objects, items of cultural patrimony, and any other cultural items shall be treated in accordance with an agreed upon artifact treatment and disposition plan.

After discovery of cultural items or features, discussions between the tribal monitors and project archaeologist will occur to determine its significance and the best course of action for avoidance, protection of resources, and/or data recovery, as applicable. While determinations will be mostly in the field, Yocha Dehe's tribal monitors may need to seek further guidance from the Most Likely Descendent, Yocha Dehe Tribal Council and/or the Cultural Resources Committee. If this rare occurrence should arise, Yocha Dehe reserves the right to request a 30-day stoppage of work.

Where circumstances warrant, the Contractor may be required, at its sole expense, to provide security personnel or remove unnecessary persons from the Project site. For example, where the safety of tribal monitors is at risk due to controversy or other circumstances surrounding a particular Project's development, security personnel would be provided at the Contractor's expense and members of the public excluded from the site. Likewise, where the protocol for the treatment of Native American human remains, funerary objects, artifacts, or items of cultural patrimony deems culturally required or appropriate, Contractor agrees unnecessary personnel will leave the site during the relevant time period.



YOCHA DEHE
CULTURAL RESOURCES

Treatment Protocol for Handling Human Remains and Cultural Items Affiliated with the Yocha Dehe Wintun Nation

The purpose of this Protocol is to formalize procedures for the treatment of Native American human remains, grave goods, ceremonial items, and items of cultural patrimony, in the event that any are found in conjunction with development, including archaeological studies, excavation, geotechnical investigations, grading, and any ground disturbing activity. This Protocol also formalizes procedures for Tribal monitoring during archaeological studies, grading, and ground-disturbing activities.

I. Cultural Affiliation

The Yocha Dehe Wintun Nation ("Tribe") traditionally occupied lands in Yolo, Solano, Lake, Colusa and Napa Counties. The Tribe has designated its Cultural Resources Committee ("Committee") to act on the Tribe's behalf with respect to the provisions of this Protocol. Any human remains which are found in conjunction with Projects on lands culturally-affiliated with the Tribe shall be treated in accordance with Section III of this Protocol. Any other cultural resources shall be treated in accordance with Section IV of this Protocol.

II. Inadvertent Discovery of Native American Human Remains

Whenever Native American human remains are found during the course of a Project, the determination of Most Likely Descendant ("MLD") under California Public Resources Code Section 5097.98 will be made by the Native American Heritage Commission ("NAHC") upon notification to the NAHC of the discovery of said remains at a Project site. If the location of the site and the history and prehistory of the area is culturally-affiliated with the Tribe, the NAHC contacts the Tribe; a Tribal member will be designated by the Tribe to consult with the landowner and/or project proponents.

Should the NAHC determine that a member of an Indian tribe other than Yocha Dehe Wintun Nation is the MLD, and the Tribe is in agreement with this determination, the terms of this Protocol relating to the treatment of such Native American human remains shall not be applicable; however, that situation is very unlikely.

III. Treatment of Native American Remains

In the event that Native American human remains are found during development of a Project and the Tribe or a member of the Tribe is determined to be MLD pursuant to Section II of this Protocol, the following provisions shall apply. The Medical Examiner shall immediately be notified, ground disturbing activities in that location shall cease and the Tribe shall be allowed, pursuant to California Public Resources Code Section 5097.98(a), to (1) inspect the site



YOCHA DEHE
CULTURAL RESOURCES

of the discovery and (2) make determinations as to how the human remains and grave goods should be treated and disposed of with appropriate dignity.

The Tribe shall complete its inspection and make its MLD recommendation within forty-eight (48) hours of getting access to the site. The Tribe shall have the final determination as to the disposition and treatment of human remains and grave goods. Said determination may include avoidance of the human remains, reburial on-site, or reburial on tribal or other lands that will not be disturbed in the future.

The Tribe may wish to rebury said human remains and grave goods or ceremonial and cultural items on or near the site of their discovery, in an area which will not be subject to future disturbances over a prolonged period of time. Reburial of human remains shall be accomplished in compliance with the California Public Resources Code Sections 5097.98(a) and (b).

The term "human remains" encompasses more than human bones because the Tribe's traditions call for the burial of associated cultural items with the deceased (funerary objects), and/or the ceremonial burning of Native American human remains, funerary objects, grave goods and animals. Ashes, soils and other remnants of these burning ceremonies, as well as associated funerary objects and unassociated funerary objects buried with or found near the Native American remains are to be treated in the same manner as bones or bone fragments that remain intact.

IV. Non-Disclosure of Location of Reburials

Unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed and will not be governed by public disclosure requirements of the California Public Records Act, Cal. Govt. Code § 6250 et seq. The Medical Examiner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r). The Tribe will require that the location for reburial is recorded with the California Historic Resources Inventory System ("CHRIS") on a form that is acceptable to the CHRIS center. The Tribe may also suggest that the landowner enter into an agreement regarding the confidentiality of site information that will run with title on the property.

V. Treatment of Cultural Resources

Treatment of all cultural items, including ceremonial items and archeological items will reflect the religious beliefs, customs, and practices of the Tribe. All cultural items, including ceremonial items and archeological items, which may be found at a Project site should be turned over to the Tribe for appropriate treatment, unless otherwise ordered by a court or agency of competent jurisdiction. The Project Proponent should waive any and all claims to ownership of



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Tribal ceremonial and cultural items, including archeological items, which may be found on a Project site in favor of the Tribe. If any intermediary, (for example, an archaeologist retained by the Project Proponent) is necessary, said entity or individual shall not possess those items for longer than is reasonably necessary, as determined solely by the Tribe.

VI. Inadvertent Discoveries

If additional significant sites or sites not identified as significant in a Project environmental review process, but later determined to be significant, are located within a Project impact area, such sites will be subjected to further archeological and cultural significance evaluation by the Project Proponent, the Lead Agency, and the Tribe to determine if additional mitigation measures are necessary to treat sites in a culturally appropriate manner consistent with CEQA requirements for mitigation of impacts to cultural resources. If there are human remains present that have been identified as Native American, all work will cease for a period of up to 30 days in accordance with Federal Law.

VIII. Work Statement for Tribal Monitors

The description of work for Tribal monitors of the grading and ground disturbing operations at the development site is attached hereto as Addendum I and incorporated herein by reference.



YOCHA DEHE
CULTURAL RESOURCES

ADDENDUM I

**Yocha Dehe Wintun Nation
Tribal Monitors
Description of Work and Treatment Protocol**

I. Preferred Treatment

The preferred protocol upon the discovery of Native American human remains is to (1) secure the area, (2) cover any exposed human remains or other cultural items, and (3) avoid further disturbances in the area.

II. Comportment

All parties to the action are strongly advised to treat the remains with appropriate dignity, as provided in Public Resource Code Section 5097.98. We further recommend that all parties to the action treat tribal representatives and the event itself with appropriate respect. For example, jokes and antics pertaining to the remains or other inappropriate behavior are ill advised.

III. Excavation Methods

If, after the Yocha Dehe Tribal representative has been granted access to the site and it is determined that avoidance is not feasible, an examination of the human remains will be conducted to confirm they are human and to determine the position, posture, and orientation of the remains. At this point, we recommend the following procedures:

(A) Tools. All excavation in the vicinity of the human remains will be conducted using fine hand tools and fine brushes to sweep loose dirt free from the exposure.

(B) Extent of Exposure. In order to determine the nature and extent of the grave and its contents, controlled excavation should extend to a full buffer zone around the perimeter of the remains.

(C) Perimeter Balk. To initiate the exposure, a perimeter balk (especially, a shallow trench) should be excavated, representing a reasonable buffer a minimum of 10 cm around the maximum extent of the known skeletal remains, with attention to counter-intuitive discoveries or unanticipated finds relating to this or other remains. The dirt from the perimeter balk should be bucketed, distinctly labeled, and screened for cultural materials.

(D) Exposure Methods. Excavation should then proceed inward from the walls of the balk as well as downward from the surface of the exposure. Loose dirt should be scooped out and brushed off into a dustpan or other collective device. Considerable care should be given to ensure that human remains are not further impacted by the process of excavation.



YOCHA DEHE
CULTURAL RESOURCES

(E) Provenience. Buckets, collection bags, notes, and tags should be fully labeled per provenience, and a distinction should be made between samples collected from: (1) **Perimeter Balk** (described above), (2) **Exposure** (dirt removed in exposing the exterior/burial plan and associations, and (3) **Matrix** (dirt from the interstices between bones or associations). Thus, each burial may have three bags, "Burial 1 Perimeter Balk," "Burial 1 Exposure Balk," "Burial 1 Matrix."

Please note the provisions below with respect to handling and conveyance of records and samples.

(F) Records. The following records should be compiled in the field: (1) a detailed scale drawing of the burial, including the provenience of and full for all human remains, associated artifacts, and the configuration of all associated phenomena such as burial pits, evidence for preinterment grave pit burning, soil variability, and intrusive disturbance, (2) complete a formal burial record using the consultants proprietary form or other standard form providing information on site #, unit or other proveniences, level depth, depth and location of the burial from a fixed datum, workers, date(s), artifact list, skeletal inventory, and other pertinent observations, (3) crew chief and worker field notes that may supplement or supercede information contained in the burial recording form, and (4) photographs, including either or standard photography or high-quality (400-500 DPI or 10 MP recommended) digital imaging.

(G) Stipulations for Acquisition and Use of Imagery. Photographs and images may be used only for showing location or configuration of questionable formation or for the position of the skeleton. They are not to be duplicated for publication unless a written release is obtained from the Tribe.

(H) Association. Association between the remains and other cultural materials should be determined in the field in consultation with an authorized Tribal representative, and may be amended per laboratory findings. Records of provenience and sample labels should be adequate to determine association or degree of likelihood of association of human remains and other cultural materials.

(I) Samples. For each burial, all **Perimeter Balk** soil is to be 1/8"-screened. All **Exposure** soil is to be 1/8"-screened, and a minimum of one 5-gallon bucket of excavated but unscreened Exposure soil is to be collected, placed in a plastic garbage bag in the bucket. All **Matrix** soil is to be carefully excavated, screened as appropriate, and then collected in plastic bags placed in 5-gallon buckets.

(J) Human remains are not to be cleaned in the field.



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(K) Blessings. Prior to any physical action related to human remains, a designated tribal representative will conduct prayers and blessings over the remains. The archaeological consultant will be responsible for insuring that individuals and tools involved in the action are available for traditional blessings and prayers, as necessary.

IV. Lab Procedures

No laboratory studies are permitted without consultation with the tribe. Lab methods are determined on a project-specific basis in consultation with Yocha Dehe Wintun Nation representatives. The following procedures are recommended:

(A) Responsibility. The primary archaeological consultant will be responsible for insuring that all lab procedures follow stipulations made by the Tribe.

(B) Blessings. Prior to any laboratory activities related to the remains, a designated tribal representative will conduct prayers and blessings over the remains. The archaeological consultant will be responsible for insuring that individuals and tools involved in the action are available for traditional blessings and prayers, as necessary.

(C) Physical Proximity of Associations. To the extent possible, all remains, associations, samples, and original records are to be kept together throughout the laboratory process. In particular, **Matrix** dirt is to be kept in buckets and will accompany the remains to the lab. The primary archaeological consultant will be responsible for copying all field records and images, and insuring that the original notes and records accompany the remains throughout the process.

(E) Additional Lab Finds. Laboratory study should be done making every effort to identify unanticipated finds or materials missed in the field, such as objects encased in dirt or human remains misidentified as faunal remains in the field. In the event of discovery of additional remains, materials, and other associations the tribal representatives are to be contacted immediately.

V. Re-internment without Further Disturbance

No laboratory studies are permitted on human remains and funerary objects. The preferred treatment preference for exhumed Native American human remains is reburial in an area not subject to further disturbance. Any objects associated with remains will be reinterred with the remains.



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VI. Curation of Recovered Materials

Should all, or a sample, of any archaeological materials collected during the data recovery activities – with the exception of Human Remains – need to be curated, an inventory and location information of the curation facility shall be given to tribe for our records.

Yocha Dehe Wintun Nation

PO Box 18 Brooks, California 95606 p) 530.796.3400 f) 530.796.2143 www.yochadehe.org

From: [Sean Kennings](#)
To: [Aaron Halimi](#); [Stephanie Loucas](#)
Cc: [Apallas, Chris](#); [McDowell, John](#)
Subject: Fwd: Ferry Solar project
Date: Monday, December 16, 2019 7:47:17 AM

----- Forwarded message -----

From: **Friends of the Swainsons Hawk** <swainsonshawk@sbcglobal.net>
Date: Mon, Dec 16, 2019 at 12:01 AM
Subject: Re: Ferry Solar project
To: Sean Kennings <sean@lakassociates.com>
CC: Nancy Piotrowski <napiotrowski@yahoo.com>

Dear Sean

The CDFW letter indicates there is a SWHA nesting site and that 168 trees will be removed. It sounds like the tree removal will involve significant impact to streambed. It sounds like your CEQA document does not include these impacts which will need a permit from CDFW. We advise that you meet with and satisfy all CDFW concerns and permit requirements in your CEQA document before holding hearing on project and CEQA document. This should include mitigation for 23 acres of Swainsons hawk foraging habitat (1:1 permanent protection of like habitat in proximity to known nesting sites).

CDFW letter says:

“Swainson's hawk (*Buteo swainsoni*)

The draft MND mentions that two adult and two recently fledged Swainson's hawk (SWHA) were observed in flight over the Project site and perched near a nest in a eucalyptus tree on the northwest corner of the Project area during a field survey on July 17, 2019. Additionally, the Biological Resources Reconnaissance Survey Report for the Soscol Ferry Solar Project, Napa County, California, prepared by Garcia and Associates, dated August 2019, states that SWHA vocalizations were heard coming from a known nest tree southeast of the Project area, indicating the Project area is active SWHA habitat.“

“In order to reduce impacts to a level of less-than-significant, CDFW recommends that a mitigation measure be added to the draft MND requiring the Project proponent to plant native trees on-site and/or at an off-site location. CDFW requests to review and approve a project-specific Planting Plan. The Planting Plan should include a 1:1 replacement to removal ratio for each non-native tree removed and a 3:1 replacement to removal ratio for each native tree removed. All tree plantings should be monitored for a minimum of five years to ensure their survival. A successful replanting effort should be considered when all plantings achieve a minimum 75% survival after five years.

CDFW is available to work with the Project proponent on a Planting Plan for the Project.“

and

“CDFW requires an entity to notify CDFW before commencing any activity that will divert or obstruct the natural flow, or change the bed, channel, or bank (which may include associated riparian resources) of a river or stream or use material from a streambed. Ephemeral and/or

intermittent streams and drainages (that are dry for periods of time or only flow during periods of rainfall) are also subject to Fish and Game Code section 1602.

Issuance of an LSAA is subject to CEQA. CDFW, as a Responsible Agency under CEQA, will consider the CEQA document for the Project. The CEQA document should identify the potential impacts to the stream or riparian resources and provide adequate avoidance, mitigation, monitoring, and reporting commitments for completion or the agreement.”

We believe based on CDFW letter that the CEQA document is inadequate and fails to mitigate impacts to less than significant.

Jude Lamare

Friends of the Swainsons Hawk
916-769-2857

> On Dec 14, 2019, at 11:16 PM, Sean Kennings <sean@lakassociates.com> wrote:
>

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Sean Kennings
LAK Associates, LLC
P.O. Box 7043
Corte Madera, CA 94976
415-533-2111

From: croberts99@aol.com
To: [McDowell, John](#); sean@lakassociates.com
Subject: Soscol Ferry Solar Project
Date: Friday, December 13, 2019 5:06:03 PM

Gentlemen,

I think the Soscol Ferry location is absolutely perfect for this project. The property does not have any residential neighbors nearby and it is tucked away off Soscol Ferry Rd and has no road frontage and is not visible from any roads or vistas making it ideal for the solar project.

The property currently is dry farmed and planted with grapes that are near the end of their useful life with poor soil conditions. The zoning is Industrial Park with an airport compatibility overlay, making the uses for the property very limited.

I have lived in Napa almost almost all my life, having moved here as a child and I look forward to seeing the use of solar increase in Napa county and reduce our reliance on fossil fuels.

Respectfully submitted,

Carolyn Roberts
Broker, Owner



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Nova Business Park, LLC

P.O. Box 4050
Napa, CA 94558
707-265-1100

December 13, 2019

To whom it may concern

Nova Business Park LLC. Is the neighbor of the proposed solar farm on two sides. I have met with the President of Renewable Properties Mr. Aaron Jalimi and reviewed his proposed project in detail. We look forward to having them as neighbors and support this project.

If you have any questions regarding this please do not hesitate to contact me.

Ron



Ronald M Fedrick | Owner

Nova Business Park LLC.

Box 4050

185 Devlin Road

Napa CA. 94558

Tel: 707-265-1142

Cell 707-235-1990