



TOWN OF PORTOLA VALLEY

7:00 PM – Meeting of the Planning Commission
Wednesday, November 1, 2023

MEETING AGENDA

HYBRID MEETING- IN PERSON AND VIA ZOOM

HISTORIC SCHOOLHOUSE - 765 Portola Road, Portola Valley, CA 94028

Remote Public Comments: Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please send an email to asmith@portolavalley.net by 12:00 PM on the day of the meeting. All comments received by that time will be distributed to Commissioners prior to the meeting. All comments received are included in the public record.

Remote participation is provided as a supplemental way to provide public comment, but this method does not always work. The public is encouraged to attend in person to ensure full participation. If you attend the meeting online, you will have access to any presentations that will be shown on your screen and can provide public comments using the “raise your hand” feature when the Chair calls for them.

VIRTUAL PARTICIPATION VIA ZOOM

Please select this link to join the meeting:

<https://us06web.zoom.us/j/83963834609?pwd=aTNzQVpzZkhKbkZlaHo5cytmMjhxUT09>

Or: Go to Zoom.com – Click Join a Meeting – Enter the Meeting ID

Meeting ID: 839 6383 4609 **Passcode:** 210066

Or Telephone:

1.669.900.6833

1.669.444.9171 (toll-free) Enter same Meeting ID

*6 - Toggle mute/unmute.

*9 - Raise hand.

7:00 PM - CALL TO ORDER AND ROLL CALL

Commissioners Brothers, Krashinsky Kopf-Sill. Chair Goulden, Vice Chair Targ.

ORAL COMMUNICATIONS

Persons wishing to address the Planning Commission on any subject not on the agenda may do so now. Please note, however, that the Planning Commission is not able to undertake extended discussion or action tonight on items not on the agenda. Comments will be limited to three minutes.

REGULAR AGENDA

1. Request for an Exception to Utility Undergrounding, 450 Golden Oak Drive, Ogurek and Amezzane Residence, File #PLN_EX0001-2023 (J. Garcia)

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

2. Commission Reports
3. Staff Reports

APPROVAL OF MINUTES

4. September 26, 2023

ADJOURNMENT

ASSISTANCE FOR PEOPLE WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (650) 851-1700. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours. Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall.

PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing(s).



MEMORANDUM

TOWN OF PORTOLA VALLEY

TO: Planning Commission

FROM: Jake Garcia

DATE: November 1, 2023

RE: Request for an Exception to Utility Undergrounding, 450 Golden Oak Drive, Ogurek and Amezzane Residence, File #PLN_EX0001-2023

RECOMMENDATION

Staff recommends that the Planning Commission consider the information in the staff report and unless information presented at the public hearing leads to other determinations, the following actions are recommended:

1. Move to find the project categorically exempt pursuant to Section 15302(d) of the CEQA guidelines; and
2. Move to approve the requested exception to the utility undergrounding requirement as noted in the attached draft Resolution (Attachment1).

BACKGROUND

The subject property is located on the south side of Golden Oak Drive. The lot was created as part of the Alpine Hills subdivision in May of 1955 and is within the Residential Estate (R-E/1a/SD-1a) zoning district. Surrounding properties are one- and two-story homes located in the same zoning district.

On October 6, 2023, the Town received an application (Attachment 2) from the homeowners of 450 Golden Oak Drive to request an exception to Portola Valley Municipal Code (PVMC) Section 18.36.010, which requires undergrounding of utilities under certain situations. The applicant proposes to upgrade their existing electrical service from 200 AMPs up to 400 AMP, in order to install a solar energy system, and replace two furnaces with a more efficient heat pump system. As required by Section 18.36.010.B.5 of the Town's Municipal Code, the applicant would be required to underground the overhead electric service lines due to the proposed increase of service above 100 Amps, from 200 AMP service to 400 AMP service. The applicants have submitted a letter dated October

3, 2023, requesting relief from the undergrounding requirements of the zoning ordinance and the reasons for their request (Attachment 3).

CODE REQUIREMENTS

Requirements for the undergrounding of utilities are outlined in Section 18.36.010 of the Municipal Code (Attachment 4). Specifically, existing utilities are required to be undergrounded when any of the following occur: “the location of the service box is moved; the route of the overhead wires from the pole to the structure is changed, or the point where the wires attach to the structure is changed; or whenever a service is increased above a total of one hundred amperes”.

The Town’s ordinance allows for relief from these requirements through a determination made by the Planning Commission. Section 18.36.010.B.9 of the PVMC states that the undergrounding shall not be required when the Planning Commission "...determines that undergrounding installation is not feasible or practicable and that there is no reasonable alternative location or design for the installation of underground electric or communication lines or appurtenances thereto".

DISCUSSION

The homeowner seeks to upgrade and convert household appliances from natural gas to electric in efforts enhance the sustainability of their household energy consumption. Currently, the homeowners were recently issued a building permit for the subject property for the installation of two exterior heat pumps and one exterior heat pump water heater (Attachment 5). And the applicant currently has an application for a solar photovoltaic (PV) system, currently under review by the Town (Attachment 6). The increased electrical load necessary for the electrical upgrades requires a PG&E service and main panel upgrade from 200 to 400 AMP, requiring the existing utilities to be undergrounded pursuant to PVMC 18.36.010.B.9.

The applicant seeks an exception to the Town’ Utility Undergrounding requirement. According to the applicant the undergrounding of utilities would add approximately \$262,071 to the project costs and would double the original valuation that is quoted to be \$256,089, which is made up of cumulative costs provided in the quotes submitted by the applicant for the Heat Pumps (Attachment 7) and the PV System (Attachment 8).

According to the applicant, the necessary distance for utility undergrounding is measured to be 193’ from electric panel mounted on the residence to the nearest utility pole on Golden Oak Road. The cost of work was quoted to be \$262,071 and includes the estimated \$37,500 PG&E fees. The applicant has provided an explanation of the work, a diagram of the underground trenching, and associated breakdown costs quoted for the installation of underground utilities from their contractor (Attachment 9). A break down of project costs and utility undergrounding cost is shown in Table 1 and Table 2 below:

Table 1: Breakdown of project costs.

Project Component	Costs	Notes
Heat Pumps and Installation	\$48,499	Attachment 7
PV System and Installation	\$207,590	Attachment 8
Total:	\$256,089	

Table 2: Project Costs with Utility Undergrounding

Project Component	Costs	Notes
Undergrounding Requirement	\$262,071	Attachment 9
Total Project cost with undergrounding:	\$518,160	

In addition to the information provided by the contractor the applicant has provided an arborist report (Attachment 10) for the anticipated impacts the project may have on significant trees within close vicinity of the potential undergrounding of utilities. The arborist assessment has identified 15 trees in close proximity of the necessary utility undergrounding, 13 of which are classified as significant trees per the Town's requirements. The project arborist has indicated that the significant trees are in fair condition; however, the required undergrounding of the electric lines will be detrimental to the health and stability of the trees. The needed trenching to underground the line would take place within the critical root zone of the trees where roots are needed for stability, water uptake, and nutrient absorption. According to the arborist, these trees would be expected to decline, die, and possibly fail due to the need to trench within the critical root zone of the trees. The arborist has recommended that the undergrounding of utilities be reconsidered to preserve the health of the trees in close vicinity to the required trenching.

Per Section 18.36.010.B.9 of the Portola Valley Municipal Code, the Planning Commission has the authority to grant an exception to the requirement if they determine that the underground installation is not feasible or practicable and there is no reasonable alternative location or design for the installation of the underground lines. Historically, the Planning Commission has used the determination of undergrounding costs as grounds for granting the exception.

In this current request the additional cost burden of the strict application of Section 18.36.010.B.5 to the applicant equates into a roughly over 102% increase in the overall project valuation (\$262,071 undergrounding costs, divided by \$256,089 heat pumps and PV system project valuation).

CONCLUSIONS AND RECOMMENDATIONS

Staff concludes that there is adequate support for the Planning Commission to find that the undergrounding requirement is not feasible or practicable, impacts significant trees, and there is no reasonable alternative location or design for the installation of the underground lines as follows: 1) there would be an additional burden of an 102% cost

increase to the applicant; and 2) the location of the required undergrounding of electric utilities would have adversely impact onsite significant trees.

Therefore, staff recommends approval of the exception.

CEQA COMPLIANCE

This project is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15302 (d) which allows “conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the condition existing prior to the undergrounding.”

PUBLIC COMMENTS

Notice of the Planning Commission meeting was mailed to property owners within 300' of the site on October 20, 2023. No public comments have been received as of the writing of this report.

ATTACHMENTS

1. Draft Resolution
2. Planning Exception Application
3. Applicant Letter for Exception Request
4. Copy of Section 18.36.010 of the Portola Valley Municipal Code
5. Building Permit for Heat Pumps
6. Solar PV Project plans
7. Valuation of Heat Pumps and Installation
8. Valuation of PV System
9. Valuation of Utility Undergrounding
10. Arborist Report
11. PG & E Correspondence w/ Applicant

Report approved by: Jon Biggs, Interim Planning and Building Director

RESOLUTION NO. _____

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE TOWN OF PORTOLA VALLEY
APPROVING AN EXCEPTION TO THE TOWN'S UNDERGROUNDING
REQUIREMENTS FOR UTILITIES**

**450 GOLDEN OAK DRIVE, FILE #PLN_EX01-2023
APN # 079-122-310**

WHEREAS, Markus Ogurek and Najet Amezzane, owners of 450 Golden Oak Drive, filed a request on October 6, 2023 for exception to requirements for undergrounding utilities in accordance with Section 18.36.010.B.5 of the Portola Valley Municipal Code (PVMC); and

WHEREAS, owners of 450 Golden Oak Drive would be required to underground the existing overhead electric service lines on the property due to an electrical panel service increase to 400 amperes; and

WHEREAS, the Planning Commission can grant the exception request if it determines that underground installation is not feasible or practicable and there is no reasonable alternative location or design for the installation of underground electric lines in accordance with Section 18.36.010.B.9 of PVMC; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 1, 2023 to consider the exception request including the staff report and public comment; and

NOW, THEREFORE, be it resolved that the Planning Commission of the Town of Portola Valley does hereby RESOLVE as follows:

- I.** The proposed project to underground existing overhead electrical is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15302 (d) which allows "conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the condition existing prior to the undergrounding."
- II.** The Planning Commission finds that the location of existing Significant Trees on-site, and the additional cost burden to the applicant make the requirement of Section 18.36.010.B.5 to underground existing overhead electric service lines on 450 Golden Oak Drive not feasible or practicable and there is no reasonable alternative location or design for the installation of the underground lines.
- III.** The Planning Commission grants the exception request to the subject property in accordance with Section 18.36.010.B.9 of PVMC.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the Town of Portola Valley on November 1, 2023.

For:

Against:

Abstained:

By: _____
Jon Goulden, Chairperson

ATTEST: _____
Jon Biggs, Interim Planning & Building Director

TOWN OF PORTOLA VALLEY
APPLICATION FOR EXCEPTION



FEE _____ DEPOSIT \$2500 _____

DATE 10/5/2023

PROPERTY OWNER: Markus Ogurek, Najet Amezzane

ADDRESS OF PROJECT: 450 Golden Oak DR, Portola Valley APN: -

MAILING ADDRESS IF DIFFERENT: -

OWNER TELEPHONE: Work: - Home: 650-492-1171

Fax: - Email: markus.ogurek@outlook.com

ARCHITECT: N/A

MAILING ADDRESS: _____

TELEPHONE: _____ Fax: _____

Email: _____

PROJECT DESCRIPTION: Installing Solar and converting house appliances from natural gas to electric in order to make household energy sustainable. The increased electrical load requires a PG&E service and main panel upgrade from 200 to 400 AMP.

REQUESTED EXCEPTION: To connect PGE service upgrade overground as current and avoid undergrounding. Undergrounding will be economically not viable and environmentally detrimental.

I, the undersigned, do hereby certify that the facts and information contained in this application are accurate and complete to the best of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed at Portola Valley, California on October 5th, 2023 (date).

Markus R. Ogurek
Signature of agent or owner

Markus Ogurek & Najet Amezzane
450 Golden Oak Drive
Portola Valley
CA 94028

October 3rd, 2023

Portola Valley Planning Commission
765 Portola Road
Portola Valley, CA 94028

Re: 450 Golden Oak Request for Exception of Electrical Utilities Undergrounding

In consideration of the steadily increasing utility cost, we have taken the decision to enhance the sustainability of our residence by implementing a comprehensive solar energy system coupled with battery storage. Furthermore, we have initiated the replacement of our two-decade-old natural gas furnaces and our gas-powered water heater with state-of-the-art, energy-efficient heat pump systems.

It is noteworthy that both projects receive tax benefits and subsidies through the recently launched Inflation Reduction Act as well as various additional state and energy provider programs. Taking all the funding subsidies and tax programs into account, the project seemed viable providing a RoI of 5-6 years.

To execute these projects seamlessly, we have engaged the services of a reputable solar company, that conducted an electrical load calculation considering our current average electricity consumption, including one Electric vehicle and the installations we are planning to undertake to electrify our household. We were recommended to upgrade our existing 200 AMP main panel to a more robust 400 AMP capacity. This augmentation is imperative to ensure the requisite electrical peak capacity for the solar system and three heat pumps to function in conjunction. In speaking with PG&E we learned about the utilities' undergrounding requirement which is estimated to cost 300% of the overall project and have a detrimental impact on our Oak Tree meadows making our plan to become sustainable uneconomical.

We are kindly seeking an exemption from this undergrounding requirement.

Background:

In our pursuit of these sustainability objectives, we contacted PG&E to gain insights into the process and associated costs of upgrading our electrical service.

Initially, the response was positive. PG&E checked our location and informed us that our transformer has available capacity – “It should not be a problem”. We were directed to the local PG&E Team and were told that they would need to check the power line as we are more than 100 feet away from the transformer and would eventually need to upgrade it.

We received a note from the local PG&E team a few weeks later asking us to provide various information and a \$ cheque to kick off the undergrounding process, an undertaking expected to span an average duration of 1.5 to 2 years. Having signed a contract with the solar company and all three heat pump conversion projects in progress, 3 months before the cold season sets in, has put us in an uncertain position on how to provide a warm home for our family. Putting federal and state funding programs aside, it seems we have not considered local town ordinances that would jeopardize our efforts to "go green".

Title 18, Chapter 18.36, Section 18.36.010 B, Sub-section 5 stipulates the rerouting of overhead electrical, phone, and cable lines through underground conduits based on the above work. In Title 13, Chapter 13.08, the ordinance shows an intent for whole districts to have their utilities delivered underground.

In our quest for a comprehensive understanding of the situation, we contacted a construction company to estimate the trenching cost and obtained an opinion from an arborist to better understand the environmental impacts.

The trenching for a 400 AMP underground service would cost approximately \$262,000. This includes \$37,500 estimated PG&E cost for the electrical work as well as the cost of building a retaining wall as the excavation and backfill of the steep rock slope adjacent to our house will destabilize the existing slope.

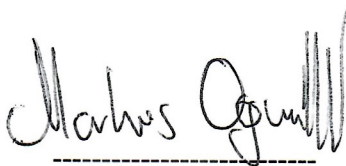
Kiely Arborist Services stated in their recommendation:

"I strongly recommend reconsidering the plan to underground the electrical line within the vicinity of trees #1-15. After a careful assessment of the project's potential impacts on the environment and wildlife, as well as the long-term consequences for the trees, I believe that the idea of undergrounding the utility line should be abandoned."

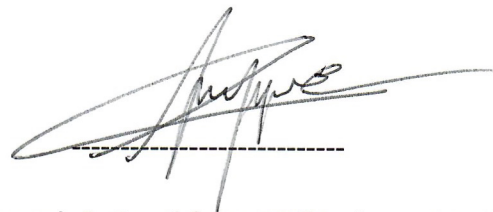
While we understand the intent to underground all the utilities to improve the aesthetics of the town, the infrastructure is not in place to receive the lines from an underground conduit. Fire officials inspecting our neighbor's property said there is no benefit to undergrounding. We are requesting an exemption from the above ordinances, to allow us to proceed with our project making our home environmentally friendly and sustainable which should be in the interest of the Portola Valley community.

Thank you for your consideration of this request.

Markus Ogurek



Najet Amezzane



Enclosures: 1. Arborist Assessment, 2. Trenching Proposal, 3. Email from PG&E about timeline

18.36.010 Principal uses.

The following uses and facilities are permitted as principal uses in all districts, and the provisions of this title shall not prevent the construction, installation, maintenance or operation thereof:

- A. Public or private streets serving property in the district in which they are situated and the use of such streets for normal and usual street purposes.
- B. When used for public utility purposes, water or gas pipes, mains or conduits, electric distribution lines, communication lines, sewers or sewer mains and minor incidental appurtenances to any of the above. All electric transmission and/or distribution lines and all communication lines and all appurtenances thereto shall conform to the following:
 - 1. All new transmission, distribution and service lines for electricity and communication shall be installed underground.
 - 2. Existing overhead lines and appurtenances thereto may be replaced unless provided for otherwise in subsection B (5) and (6) below, as long as the lines are not enhanced. That is, the lines shall not have additional capacity to serve either the immediate vicinity or more distant areas.
 - 3. All new equipment appurtenant to transmission, distribution and service lines for electricity and communication shall be installed underground; however, pad-mounted transformers may be permitted if the planning commission finds there is no adverse visual effect from the public right-of-way, from a neighboring property or from within the property itself.
 - 4. When any program for improvement of streets is instituted by the town or by any other person having jurisdiction over any street improvements and such improvements require replacement, relocation, construction, reconstruction or alteration of lines, appurtenances thereto or parts thereof, such changes to the electric and communication lines and facilities shall conform to the provisions of this title for new lines and appurtenant equipment.
 - 5. Existing overhead electric service lines which provide service to an individual property may remain until such time as any of the following occur, at which time the lines shall be placed underground: the location of the service box is moved; the route of the overhead wires from the pole to the structure is changed, or the point where the wires attach to the structure is changed; or whenever a service is increased above a total of one hundred amperes.
 - 6. Existing overhead communication service lines shall be placed underground whenever this title requires that existing overhead electric service lines be placed underground.
 - 7. The undergrounding provisions for cable television transmission, distribution and service lines shall be established in the franchise ordinance adopted by the town.
 - 8. Undergrounding of existing lines and related facilities on an applicant's property and within adjacent street rights-of-way, utility easements or other public property may be required in connection with zoning amendments, conditional use permits and variances.
 - 9. The provisions of subsection B 1, 3, 4, 5, 6 and 8 hereof shall not apply in those cases wherein the planning commission determines that underground installation is not feasible or practicable and that there is no reasonable alternative location or design for the installation of underground electric or communication lines or appurtenances thereto. The planning commission may establish policies for the administration of this paragraph. Any person aggrieved by the decision of the planning commission may appeal from the decision to the town council.

(Ord. 1990-256 § 2 (Exh. B) (part), 1990; Ord. 1967-80 § 1 (6300), 1967)



Attachment 5

Town of Portola Valley

765 Portola Road, Portola Valley, CA 94028
Phone: (650) 851-1700

Permit No: BLMP0032-2023

Permit

Permit Type: Mechanical (Residential)

Work Classification: Heat Pump

Permit Status: Issued

Issue Date: 10/02/2023

Expiration: 04/01/2024

Location Address

Parcel Number

450 GOLDEN OAK DR, PORTOLA VALLEY, CA

079122310

Contacts

MARKUS OGUREK
450 GOLDEN OAK DR, PORTOLA VALLEY, CA 94028

Owner

FREON INC
6291 KELEZ CT, SAN JOSE, CA 95120
(716)916-1805

Contractor

Description: Install two exterior heat pumps and one exterior heat pump water heater. Units shall comply with the noise ordinance not to exceed 55dB as measured at any property line. If units found to be non-compliant, the homeowner shall install sound mitigation or move the units so that they come into compliance.

Valuation: \$0.00

Total Sq Feet: 0.00

Inspection Requests:

inspections@portolavalley.net

Table with 2 columns: Fees, Amount. Rows include Boiler/Compressor/Heat Pump Fee (\$60.00), Heat Pump Water Heater (\$54.00), Mechanical Initial Application Permit (\$34.00), Plumbing Initial Application Permit (\$34.00), Total: \$242.00

Table with 2 columns: Payments, Amt Paid. Rows include Total Fees, Amount Due:

Table with 2 columns: Inspections, Inspection Type. Rows include Electrical - Frame, Electrical - Under or In Slab, Electrical Underfloor, Mechanical - Frame, Mechanical - Under or In Slab, Mechanical Underfloor, Other Progress - Building, Plumbing - Frame, Plumbing Underfloor, Final Building

October 02, 2023

Issued By: Carol Borck

Date

OWNER INFORMATION

OWNER NAME: MARKUS OGUREK
 ADDRESS: 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 PARCEL NUMBER: 079122310
 PHONE NUMBER: +1 (650) 492-1171
 EMAIL ADDRESS: Markus.Ogurek@outlook.com

PROJECT DESCRIPTION

INSTALL A NEW 20.5KWDC PG&E GRID TIED PHOTOVOLTAIC SYSTEM, ROOF MOUNTED w/ A 40.5kWh BATTERY BACKUP SYSTEM

SYSTEM SPECS.

SYSTEM SIZE(WATTS DC):20500
 SYSTEM SIZE(WATTS AC):14500
 PV MODULE TYPE:REC SOLAR REC410AA PURE
 # OF PV MODULES:50
 PV ARRAY AREA (SQFT):996
 PV INVERTER:ENPHASE IQ8PLUS-72-2-US [240][S11-JUN20]
 PV INVERTER QTY:50
 BATTERY:TESLA POWERWALL 2
 BATTERY QTY:3
 BATTERY CONTROLLER:TESLA BACKUP GATEWAY 2

APPLICABLE CODES

2022 CALIFORNIA ELECTRIC CODE
 2022 CALIFORNIA BUILDING CODE
 2022 CALIFORNIA FIRE CODE
 2022 CALIFORNIA RESIDENTIAL CODE
 2022 CALIFORNIA MECHANICAL CODE
 2022 CALIFORNIA PLUMBING CODE
 2022 CALIFORNIA ENERGY CODE
 2020 NATIONAL ELECTRIC CODE

DESIGN CRITERIA

0 GROUND SNOW LOAD (psf)
 92 WIND SPEED (mph)
 C CATEGORY RATING
 -3 RECORD LOW TEMPATURE (C°)
 38 AMBIENT HIGH TEMPATURE (C°)
 VB BUILDING TYPE
 R3 OCCUPANCY GROUP
 NO FIRE SPRINKLERS
 2 BUILDING HEIGHT/STORIES

AUTHORITY HAVING JURISDICTION

CITY OF PORTOLA VALLEY

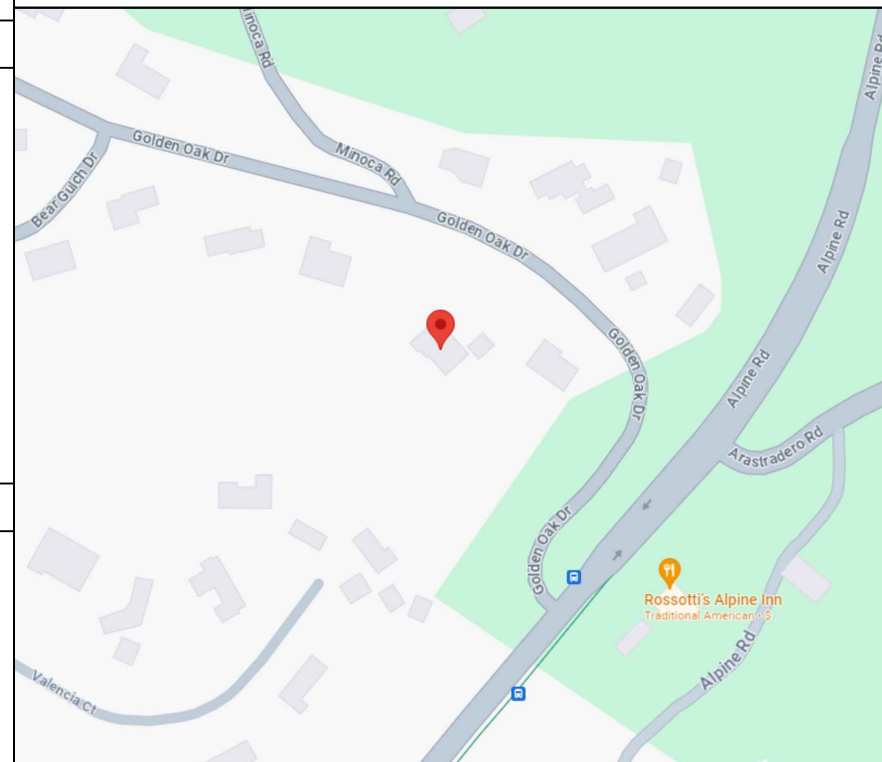
GENERAL NOTES

1. ALL WORK TO COMPLY WITH ARTICLE 690
2. UTILITY SHALL BE NOTIFIED BEFORE ACTIVATION OF PV SYSTEM
3. ALL EQUIPMENT SHALL BE INSTALLED PER THE MANUFACTURER INSTALLATION INSTRUCTIONS.
4. ALL OUTDOOR EQUIPMENT SHALL BE RAIN TIGHT AND HOLD A MINIMUM NEMA-3R RATING.
5. ALL VALUES SUBJECT TO BE ROUNDED TO NEXT EASILY AVAILABLE TRADE SIZE.
6. ALL METALLIC RACEWAYS AND EQUIPMENT SHALL BE BONDED AND ELECTRICALLY CONTINUOUS
7. SMOKE DETECTORS AND CARBON MONOXIDE ALARMS SHALL BE INSTALLED IN ACCORDANCE WITH CRC R314 AND CRC R315
8. THIS ENERGY STORAGE SYSTEM WILL BE INTERCONNECTED AND OPERATED IN PARALLEL WITH THE UTILITY ELECTRICAL GRID PER THE REQUIREMENTS OF THE UTILITY AND APPLICABLE CODES.
9. WIRING MATERIAL OUTSIDE OF STRUCTURES SHALL BE COPPER AND 90 DEG RATED, SUITABLE FOR SUN EXPOSURE AND WET LOCATIONS UNLESS SPECIFICALLY NOTED OTHERWISE.
10. ALL ELECTRICAL EQUIPMENT SHALL BE LISTED BY A RECOGNIZED ELECTRICAL TESTING LABORATORY OR APPROVED BY THE DEPARTMENT.
11. THE OUTPUT OF A UTILITY INTERACTIVE-INVERTER SHALL BE PERMITTED TO BE CONNECTED TO THE SUPPLY SIDE OF THE SERVICE DISCONNECTING MEANS AS PER 230.82(6)
12. EQUIPMENT INSTALLATION TO MEET WORKING CLEARANCES AS OUTLINED IN 110.26
13. A LADDER WILL BE IN PLACE FOR INSPECTION IN COMPLIANCE WITH OSHA REGULATIONS.

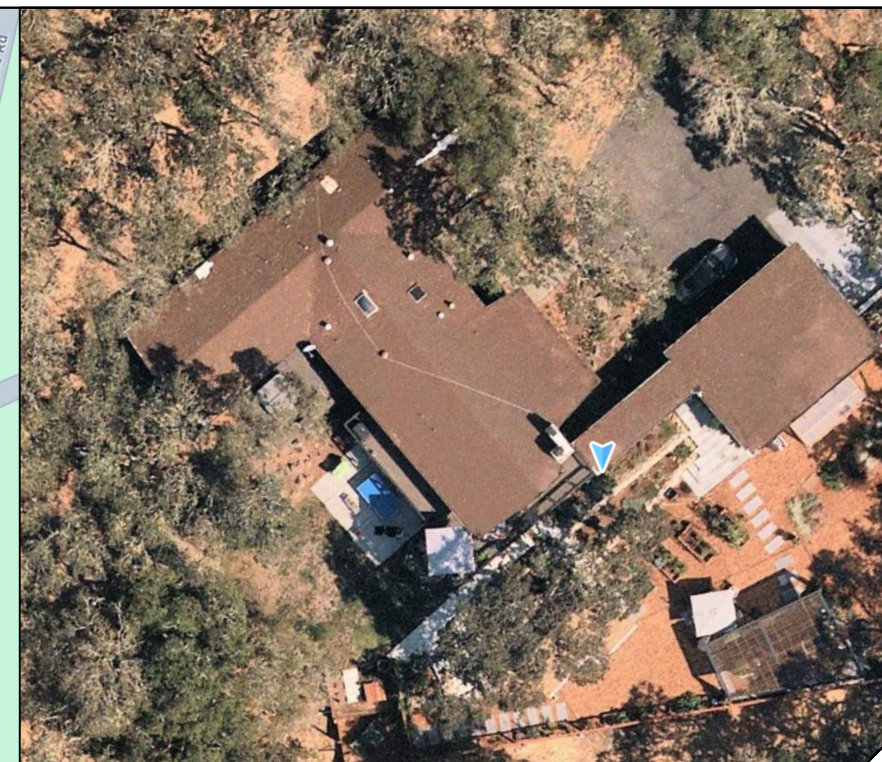
Attachment 6

Sheet Number	Sheet Title
T1	TITLE PAGE
S1	SITE PLAN
S2	PLOT PLAN
S3	MOUNT DETAIL GARAGE
S4	MOUNT DETAIL HOUSE
S5	BATTERY DETAIL 1
S6	BATTERY DETAIL 2
E1	ELECTRICAL 1
E2	ELECTRICAL 2
E3	ELECTRICAL 3
E4	LABELS
E5	MICROINVERTER LAYOUT

VICINITY MAP



LOCATION VIEW



CAL SOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV.	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

N/A

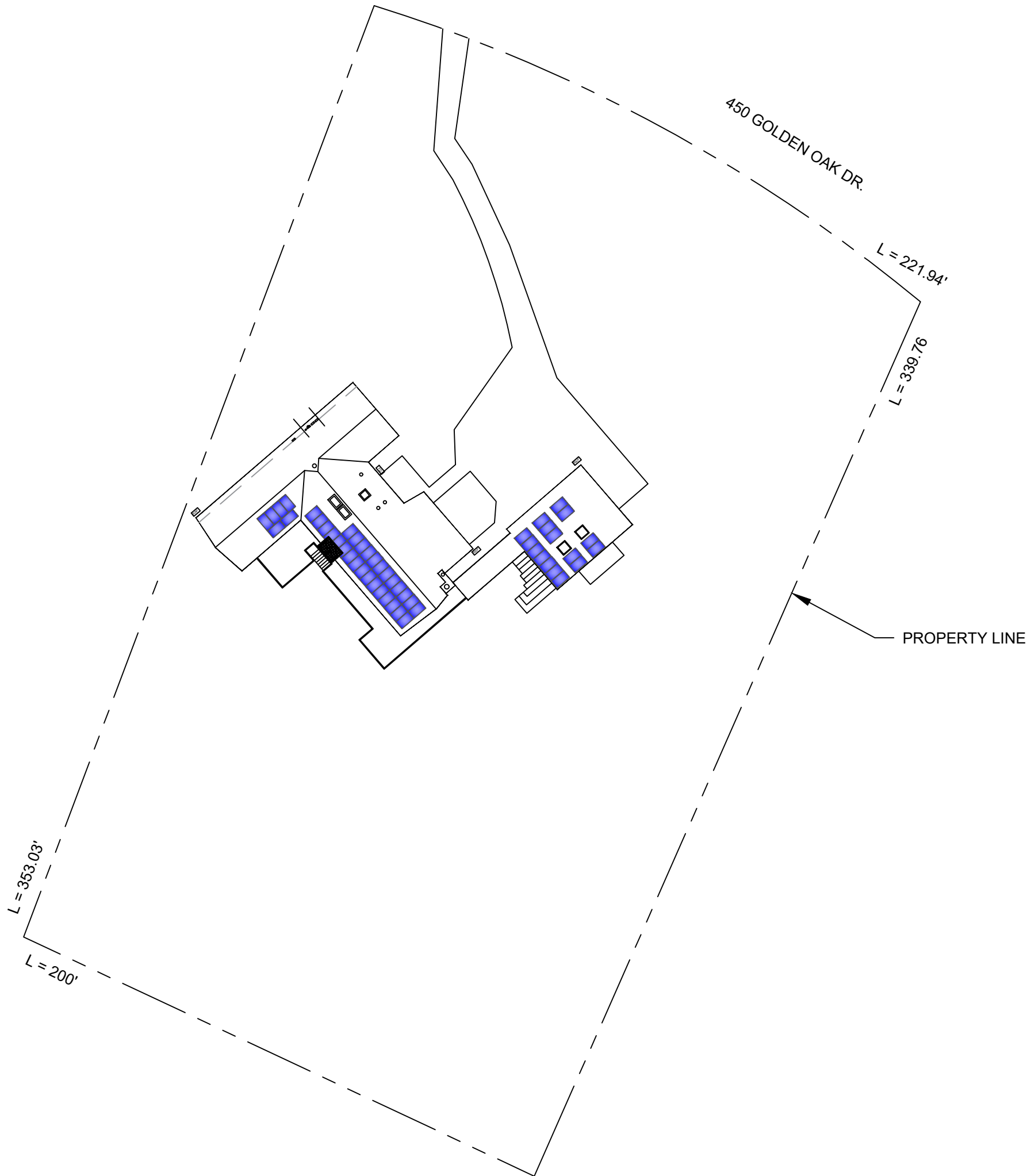
DATE:

16-Aug-23

TITLE:

TITLE PAGE

T1



CALSOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:
MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV.	DESCRIPTION:	DATE:

DRAWN BY:

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM



SCALE:
 1" = 40'

DATE:
 16-Aug-23

TITLE:
 SITE PLAN

S1



CAL SOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM



LAYERED
 CONCEPTZ

SCALE:

1" = 12'

DATE:





16-Aug-23

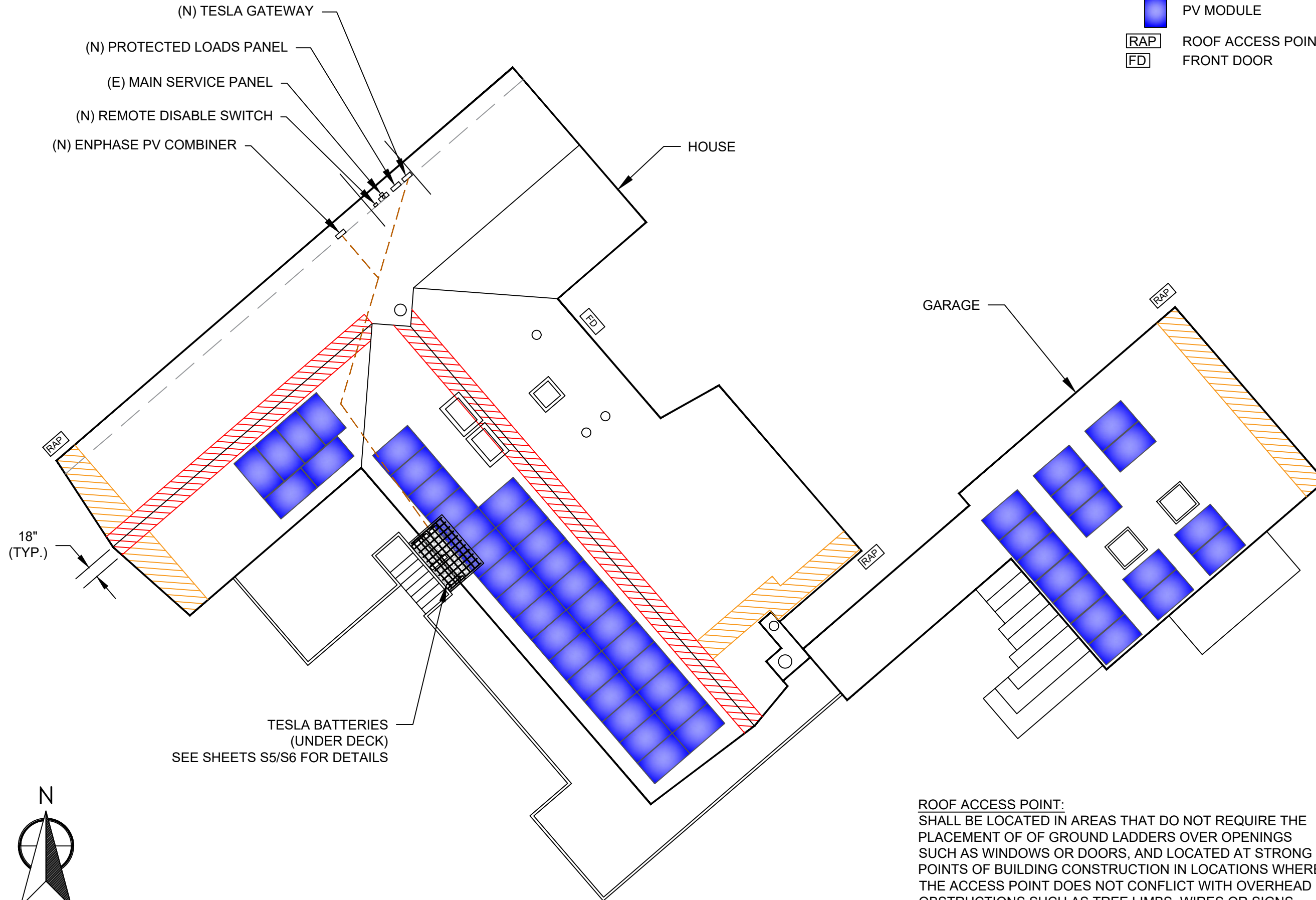
TITLE:

PLOT PLAN

S2

LEGEND KEY:

-  FIRE SETBACK
-  3' FIRE PATHWAY
-  PV MODULE
-  ROOF ACCESS POINT
-  FRONT DOOR



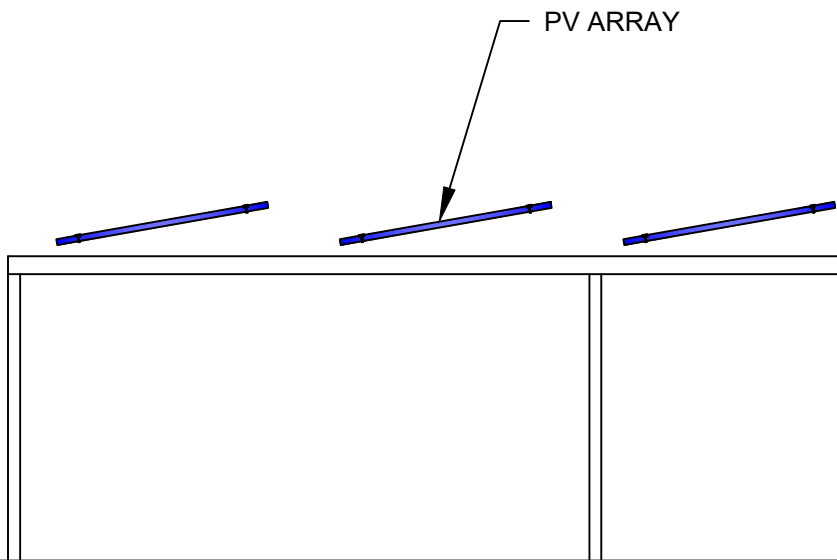
ROOF ACCESS POINT:
 SHALL BE LOCATED IN AREAS THAT DO NOT REQUIRE THE PLACEMENT OF OF GROUND LADDERS OVER OPENINGS SUCH AS WINDOWS OR DOORS, AND LOCATED AT STRONG POINTS OF BUILDING CONSTRUCTION IN LOCATIONS WHERE THE ACCESS POINT DOES NOT CONFLICT WITH OVERHEAD OBSTRUCTIONS SUCH AS TREE LIMBS, WIRES OR SIGNS.



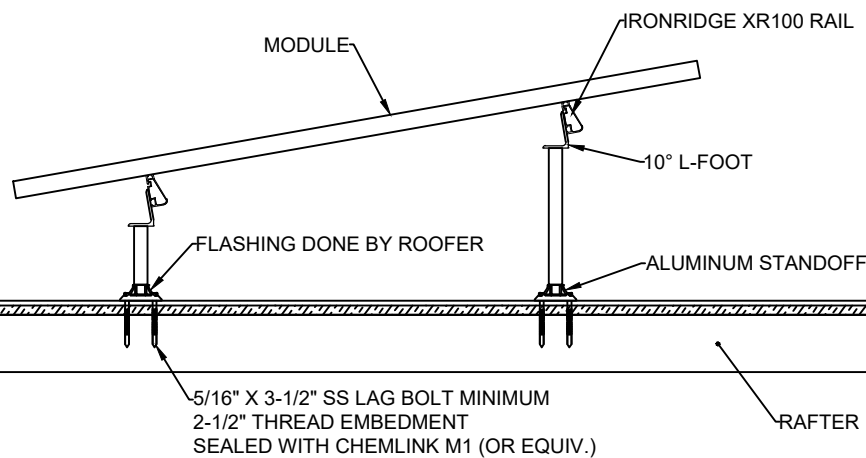
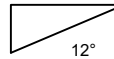
STRUCTURAL DESIGN - GARAGE

- ARRAY WEIGHT: 800 LBS.
- LBS PER SQUARE FOOT: 2.5
- LBS PER RACKING FOOT: 28.6
- RACK FOOT QUANTITY: 28
- RAFTER SIZE: 4 x 10
- RAFTER SPACING: ~4" O.C.
- RAFTER UNSUPPORTED SPAN: 12'
- ROOF PITCH: 0°
- ROOF TYPE: FOAM

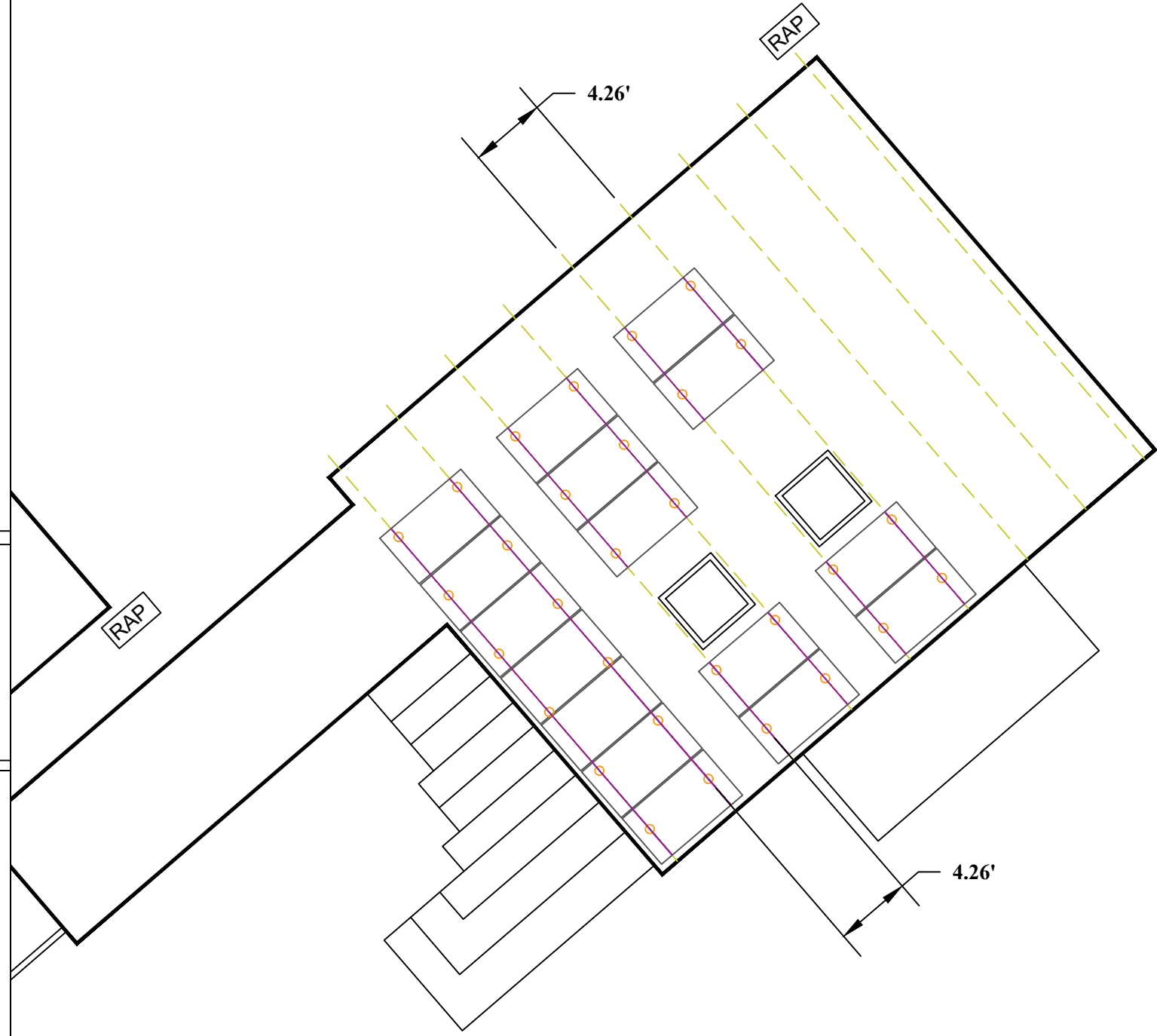
INSTALLER RESPONSIBLE TO VERIFY STRUCTURE IS ADEQUATE FOR PV INSTALLATION. IF FRAMING DIFFERS THEN FROM PLANS THEN INSTALLER MUST INFORM DESIGNER AND/OR ENGINEER FOR UPDATES TO THE PLANS.



MOUNTING DETAIL



- — MODULE RAILS
- — MOUNTING FEET
- — (E) RAFTERS



NOTE: MAXIMUM RACKING FOOT SPACING 6'



CAL SOLAR
580 WILMA AVE. STE H
RIPON, CA 95366
CSL: 980699
CLASS: B, C10, C46

CLIENT:
MARKUS OGUREK
450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028
079122310

SITE ADDRESS:
450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:
Andre Laines
ANDRE LAINES
(925) 800-5979
DESIGN@LAYEREDCONCEPTZ.COM

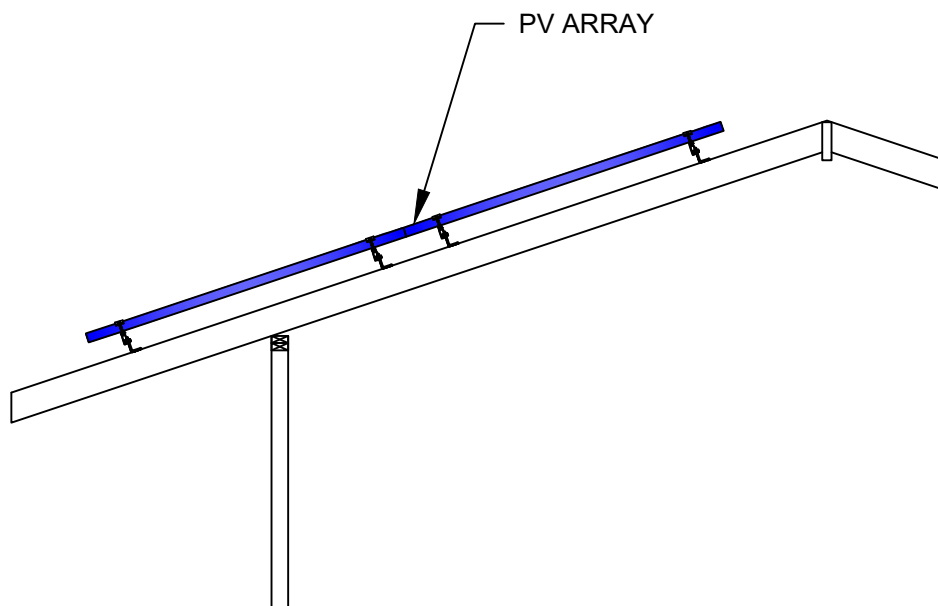
SCALE: 1" = 8'
DATE: 16-Aug-23

TITLE: **MOUNT DETAIL GARAGE** **S3**

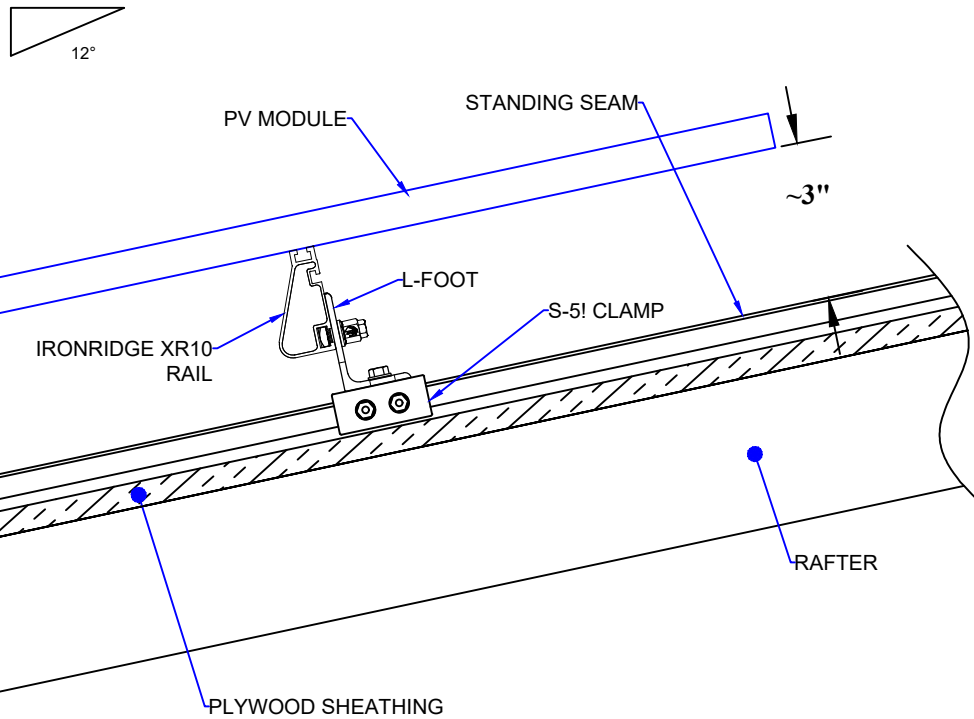
STRUCTURAL DESIGN - HOUSE

- ARRAY WEIGHT: 1700 LBS.
- LBS PER SQUARE FOOT: 2.5
- LBS PER RACKING FOOT: 24.6
- RACK FOOT QUANTITY: 69
- RAFTER SIZE: 4 x 8
- RAFTER SPACING: 4' O.C.
- RAFTER UNSUPPORTED SPAN: 10'
- ROOF PITCH: 12°
- ROOF TYPE: STANDING SEAM

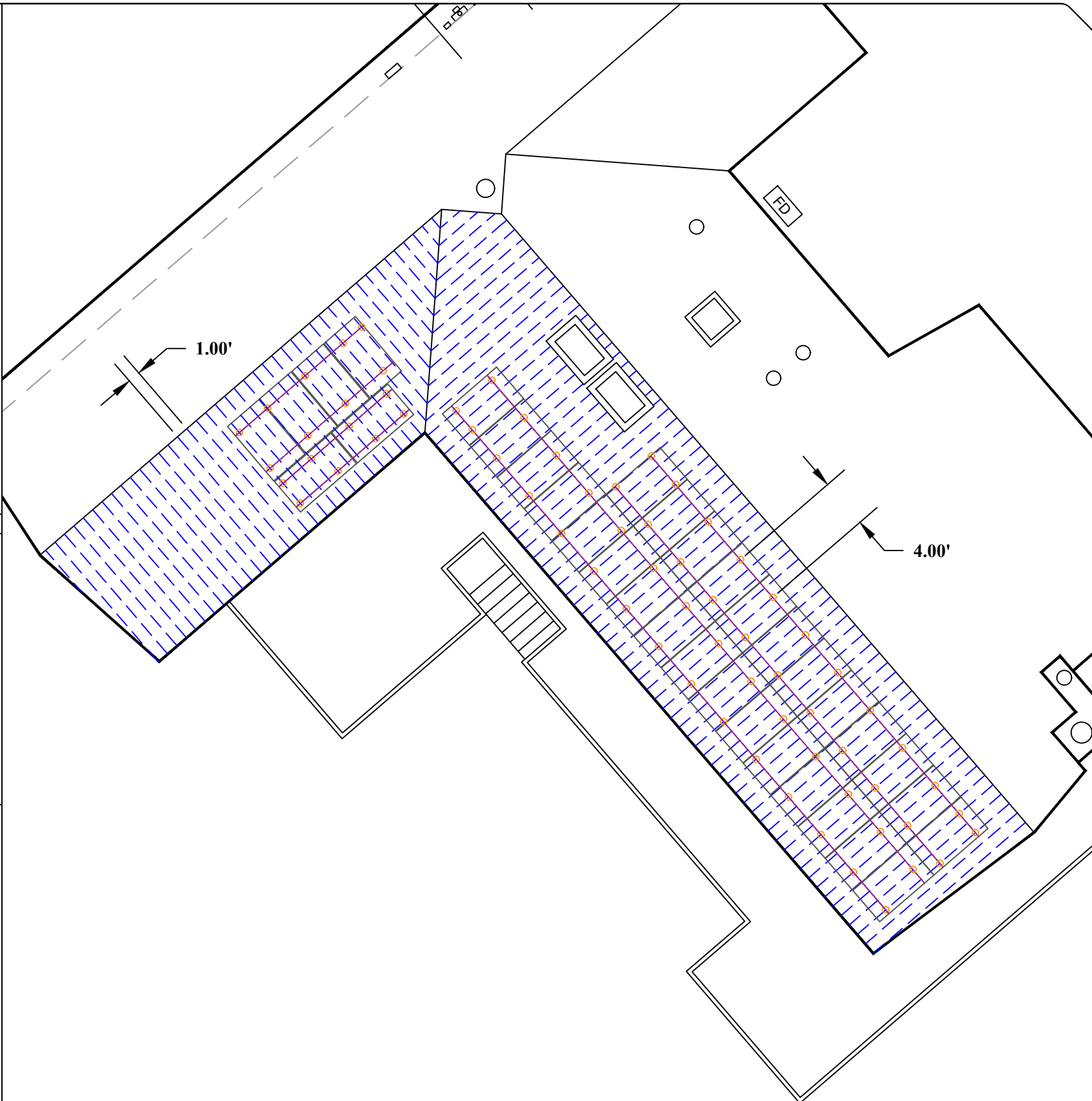
INSTALLER RESPONSIBLE TO VERIFY STRUCTURE IS ADEQUATE FOR PV INSTALLATION. IF FRAMING DIFFERS THEN FROM PLANS THEN INSTALLER MUST INFORM DESIGNER AND/OR ENGINEER FOR UPDATES TO THE PLANS.



MOUNTING DETAIL



- — MODULE RAILS
- — MOUNTING FEET
- — (E) ROOF STANDING SEAMS



NOTE: MAXIMUM RACKING FOOT SPACING 4'



CAL SOLAR
580 WILMA AVE. STE H
RIPON, CA 95366
CSL: 980699
CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028
079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
(925) 800-5979
DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

1" = 10'

DATE:

16-Aug-23

TITLE:

MOUNT DETAIL
HOUSE

S4

DESIGN CRITERIA:

- Applicable Codes = 2022 CBC, ASCE 7-16
- Wind Speed = 91mph
- Exposure C
- Risk Category II - Equipment NOT considered life safety backup
- Seismic = 1.93g, I = 1.0, Rp = 2.5, Ap = 1.0, Ip = 1.0
- Assumed Soil Bearing = 1,500psf



CALSOLAR
580 WILMA AVE. STE H
RIPON, CA 95366
CSL: 980699
CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028
079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
(925) 800-5979
DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

1" = 1'

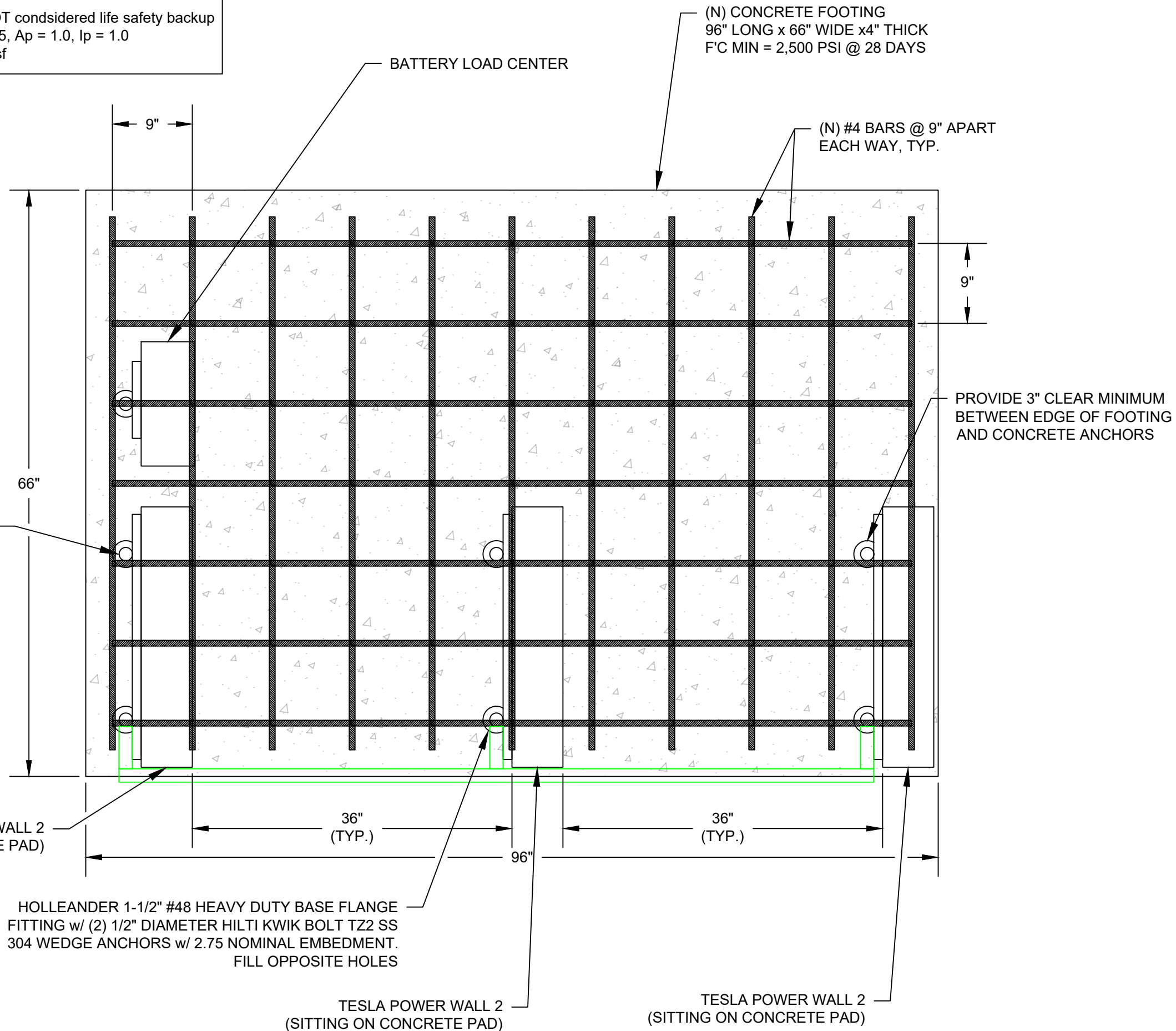
DATE:

16-Aug-23

TITLE:

BATTERY DETAIL 1

S5



TESLA POWER WALL 2
(SITTING ON CONCRETE PAD)

HOLLEANDER 1-1/2" #48 HEAVY DUTY BASE FLANGE
FITTING w/ (2) 1/2" DIAMETER HILTI KWIK BOLT TZ2 SS
304 WEDGE ANCHORS w/ 2.75 NOMINAL EMBEDMENT.
FILL OPPOSITE HOLES

TESLA POWER WALL 2
(SITTING ON CONCRETE PAD)

TESLA POWER WALL 2
(SITTING ON CONCRETE PAD)



CALSOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV.	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

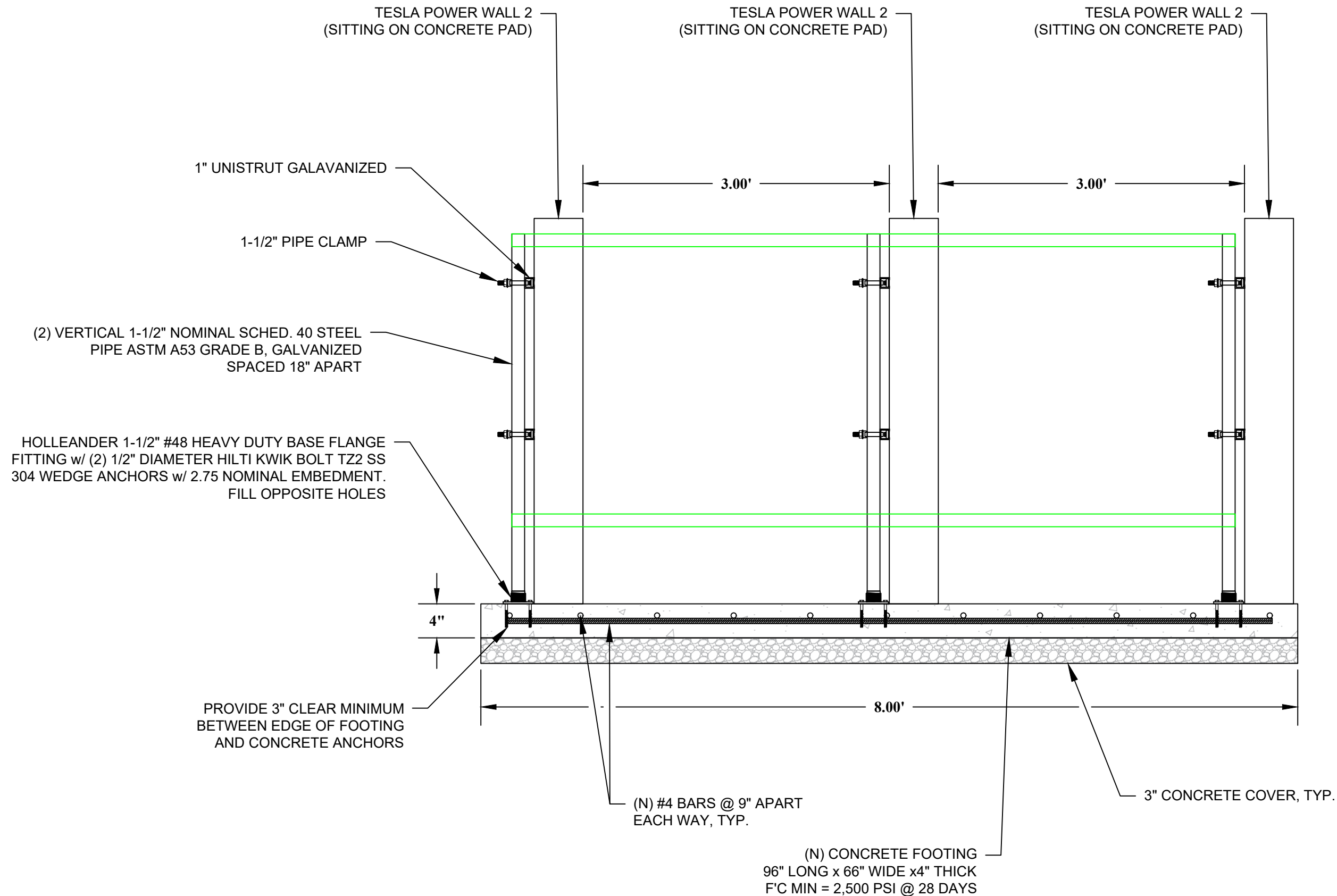
1" = 1'

DATE:

16-Aug-23

TITLE:

BATTERY DETAIL 2 S6



- DESIGN CRITERIA:**
- Applicable Codes = 2022 CBC, ASCE 7-16
 - Wind Speed = 91mph
 - Exposure C
 - Risk Category II - Equipment NOT considered life safety backup
 - Seismic = 1.93g, I = 1.0, Rp = 2.5, Ap = 1.0, Ip = 1.0
 - Assumed Soil Bearing = 1,500psf



CAL SOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV.	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

N/A

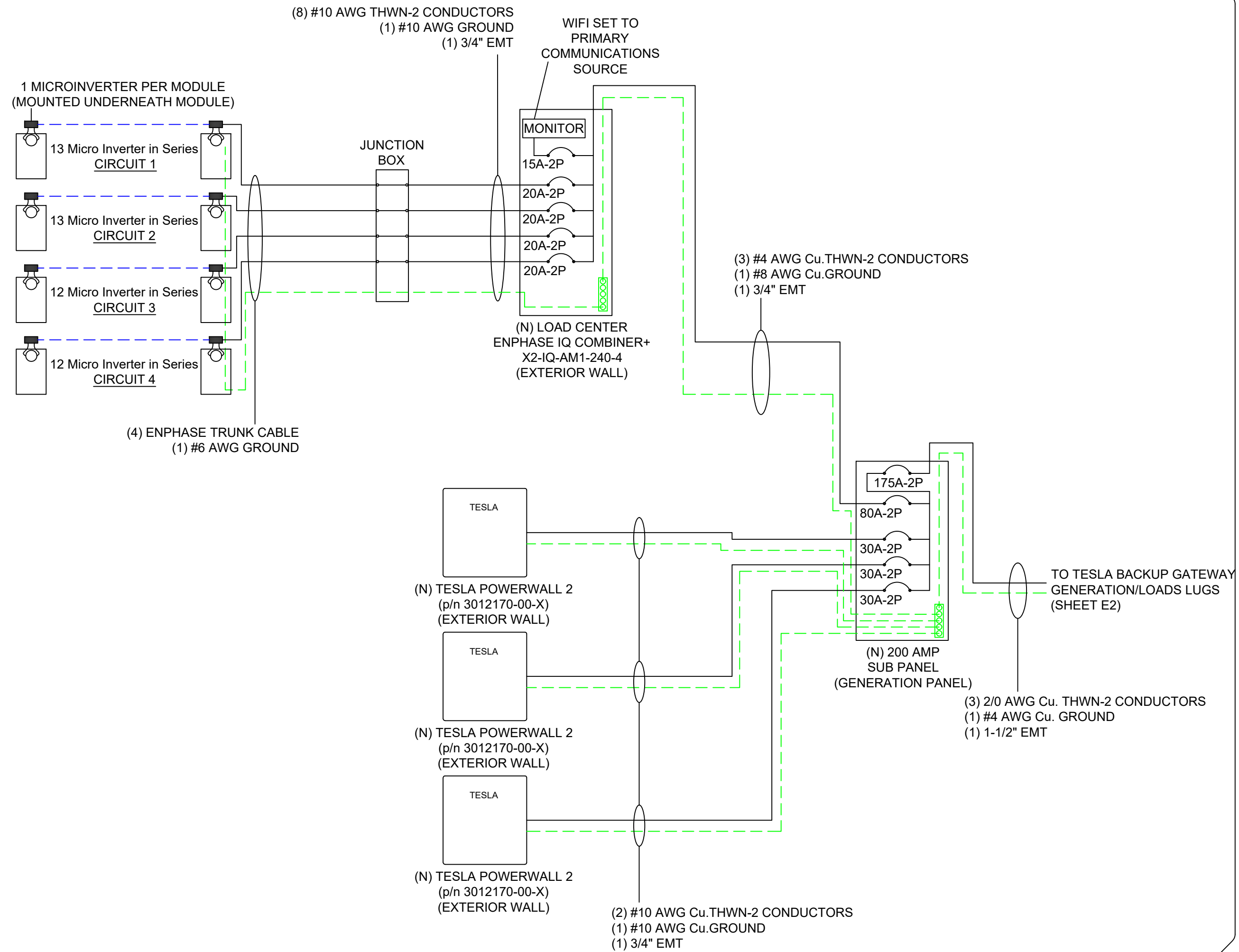
DATE:

16-Aug-23

TITLE:

ELECTRICAL 1

E1





CALSOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV.	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

N/A

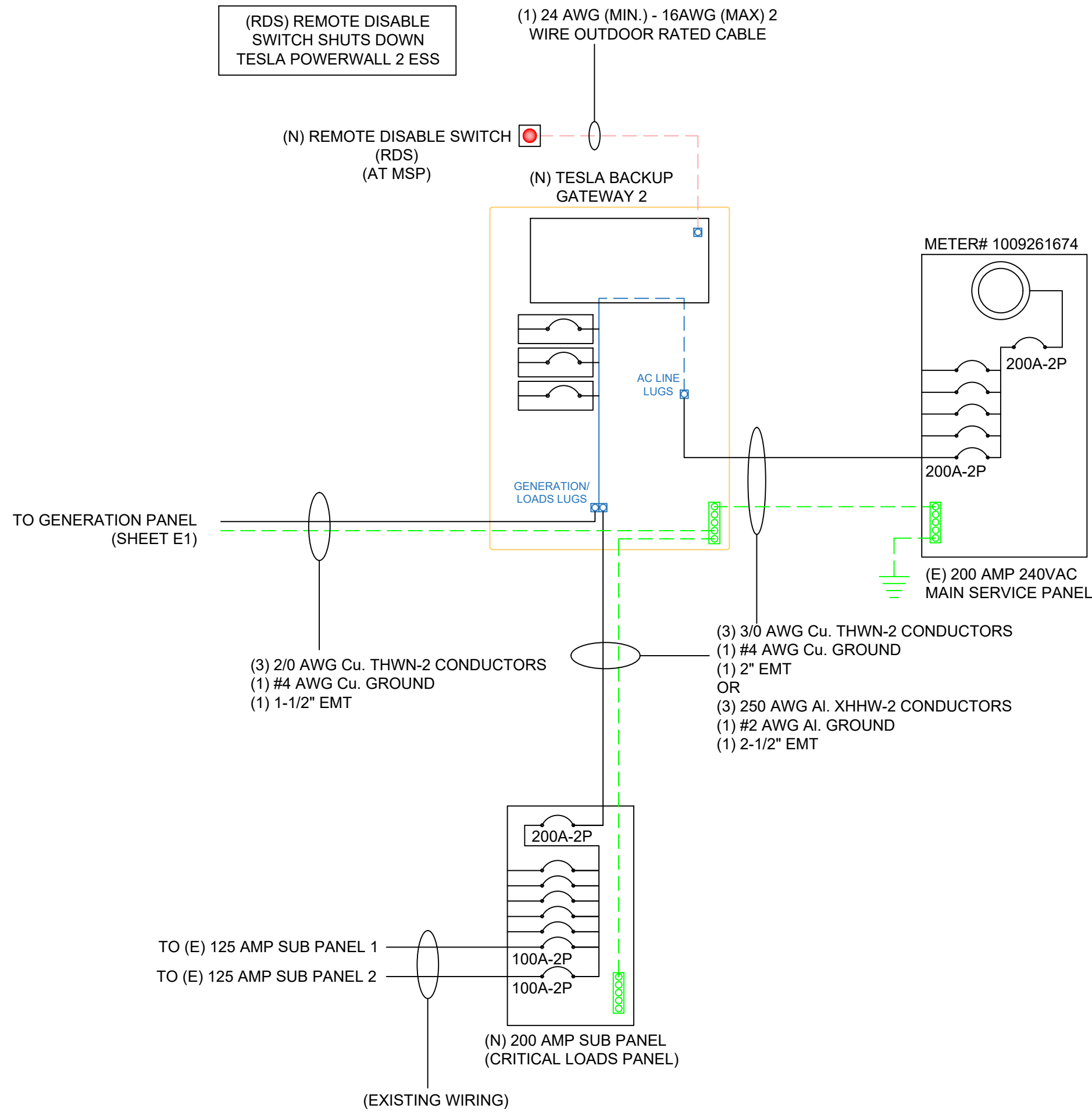
DATE:

16-Aug-23

TITLE:

ELECTRICAL 2

E2





CALSOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:
MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM

SCALE: **N/A** DATE: **16-Aug-23**

TITLE:
ELECTRICAL 3 **E3**

CONDUCTOR SPECIFICATIONS				CONDUCTOR TEMPERATURE ADJUSTMENT					CONDUIT FILL ADJUSTMENT		ADJUSTED CONDUCTOR AMPACITY					
MATERIAL	WIRE TYPE	TRADE SIZE	90°RATED AMPACITY	CONDUCTOR LOCATION	AVG. HIGH TEMP.	HEIGHT ABOVE ROOF (in)	TEMP. ADDER (C°) 310.15(B)(3)(c)	CONDUCTOR ADJUSTED TEMP. (C°)	AMPACITY CORRECTION FACTOR	# OF CURRENT CARRYING CONDUCTORS	AMPACITY ADJUST. FACTOR 310.15(B)(3)(a)	CONDUCTOR AMPACITY	TEMP. CORRECTION FACTOR	CONDUIT FILL ADJUSTMENT	ADJUSTED AMPACITY	75°RATED AMPACITY
Copper	thwn-2	#10	40	Array After JBox	38	7/8	0	38	.91	6	.8	40	x .91	x .8	= 29.1	30
Copper	thwn-2	#10	40	Battery Output	38	n/a	n/a	38	.91	2	1	40	x .91	x 1	= 36.4	30
Copper	thwn-2	#4	95	PV Ld Cntr	38	n/a	n/a	38	.91	3	1	95	x .91	x 1	= 86.5	85
Copper	thwn-2	2/0	195	Gen. Ld Cntr	38	n/a	n/a	38	.91	3	1	195	x .91	x 1	= 177.5	175
Copper	thwn-2	3/0	225	ESS Output	38	n/a	n/a	38	.91	3	1	225	x .91	x 1	= 204.8	200
Aluminum	xhwh-2	250	230	ESS Output	38	n/a	n/a	38	.91	3	1	230	x .91	x 1	= 209.3	205

ENPHASE IQ8PLUS-72-2-US [240][S11-JUN20]
 290w | MAX CONTINUOUS OUTPUT POWER
 240VAC | OPERATING VOLTAGE

NEW EQUIPMENT SCHEDULE

EQUIPMENT	MODEL (if applicable) OR RATING	QTY.
PV Module	REC SOLAR REC410AA PURE	50
PV Inverter	ENPHASE IQ8PLUS-72-2-US [240][S11-JUN20]	50
Junction Box	NEMA 3R, 4	3-4
Monitor Breaker	15 AMP 2-POLE (FACTORY INSTALLED)	1
Circuit 1 Breaker	20 AMP 2-POLE	1
Circuit 2 Breaker	20 AMP 2-POLE	1
Circuit 3 Breaker	20 AMP 2-POLE	1
Circuit 4 Breaker	20 AMP 2-POLE	1
PV Load Center Rating	125 AMP 240VAC	1
LD CNTR Supply Breaker	80 AMP 2-POLE	1
Battery	TESLA POWERWALL 2 (p/n 3012170-00-X)	3
Battery Breaker	30 AMP 2-POLE	3
ESS Controller	TESLA BACKUP GATEWAY 2	1
Sub Panel Rating	200 AMP 240 VAC	1
Sub Panel Supply Breaker	200 AMP 2-POLE	1
GEN Load Center Rating	200 AMP 240VAC	1
GEN LD CNTR Main Breaker	150 AMP 2-POLE	1

EXISTING EQUIPMENT

Main Service Panel Rating	400 AMP
Main Breaker Rating	200 AMP
Main Service Panel Centerfed	NO
Grounding Electrode System	G-ROD

CIRCUITS 1 & 2

Operating Voltage	240
Operating Current	15.7
Max Output Current	19.6
Required OCPD Rating	20A

290 x 13 / 240 = 15.7
 290 x 13 / 240 x 1.25 = 19.6

CIRCUIT OUTPUT OF 20A PER CIRCUIT IS < #10 AWG ADJUSTED AMPACITY OF **29.1**A.
 #10 AWG IS SUFFICIENT FOR CIRCUIT OUTPUT

CIRCUITS 3 & 4

Operating Voltage	240
Operating Current	14.5
Max Output Current	18.1
Required OCPD Rating	20A

290 x 12 / 240 = 14.5
 290 x 12 / 240 x 1.25 = 18.1

CIRCUIT OUTPUT OF 20A PER CIRCUIT IS < #10 AWG ADJUSTED AMPACITY OF **29.1**A.
 #10 AWG IS SUFFICIENT FOR CIRCUIT OUTPUT

PV SYSTEM TOTALS

Operating Voltage	240
Operating Current	60.4
Max Output Current	75.5
Required OCPD Rating	80A

290 x 50 / 240 = 60.4
 290 x 50 / 240 x 1.25 = 75.5

LD CNTR OUTPUT OCPD OF 80A IS < #4 AWG ADJUSTED AMPACITY OF **85.0**A.
 #4 AWG IS SUFFICIENT FOR LD CNTR OUTPUT

BATTERY 1, 2, 3

Operating Voltage	240
Operating Current	20.8
Max Output Current	26.0
Required OCPD Rating	30A

5000 / 240 = 20.8
 5000 / 240 x 1.25 = 26.0

BATTERY OUTPUT OF 30A PER CIRCUIT IS < #10 AWG ADJUSTED AMPACITY OF **30.0**A.
 #10 AWG IS SUFFICIENT FOR BATTERY OUTPUT

GENERATION TOTALS

Operating Voltage	240
Operating Current	122.9
Max Output Current	153.6
Required OCPD Rating	175A

[(290 x 50) + 15000] / 240 = 122.9
 [(290 x 50) + 15000] / 240 x 1.25 = 153.6

LD CNTR OUTPUT OCPD OF 175A IS < 2/0 AWG ADJUSTED AMPACITY OF **175**A.
 2/0 AWG IS SUFFICIENT FOR LD CNTR OUTPUT

ELECTRICAL NOTES

- ALL EQUIPMENT TO BE LISTED BY UL OR OTHER NRTL
- ALL CONDUCTORS SHALL BE COPPER, RATED FOR 600V & 90°C WET ENVIRONMENT UNLESS SPECIFICALLY NOTED OTHERWISE
- MODULES AND RACKING SHALL BE BONDED TO MANUFACTURERS RECOMMENDATIONS AS TO COMPLY WITH THEIR UL2703 LISTING
- GROUNDING ELECTRODE CONDUCTOR (G.E.C.) SHALL BE CONTINUOUS AND/OR IRREVERSIBLY SPLICED
- ALL WIRING MUST BE PROPERLY SUPPORTED BY DEVICES OR MECHANICAL MEANS DESIGNED AND LISTED FOR SUCH USE, AND FOR ROOF-MOUNTED SYSTEMS, WIRING MUST BE PERMANENTLY AND COMPLETELY HELP OFF OF THE ROOF SURFACE. NEC 110.2 - 110.4 / 300.4
- PV INTERCONNECTION BREAKER TO BE PLACED AT OPPOSITE END OF BUSS BAR FROM UTILITY FEED PER 705.12(D)(2)(3)(b)

“Producers storage device(s) will not cause the Host Load to exceed its normal peak demand. Normal peak demand is defined as the highest amount of power required from the Distribution System by Producers complete facilities without the influence or use of the energy storage device(s).”



CALSOLAR
580 WILMA AVE. STE H
RIPON, CA 95366
CSL: 980699
CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028
079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
(925) 800-5979
DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

N/A

DATE:

16-Aug-23

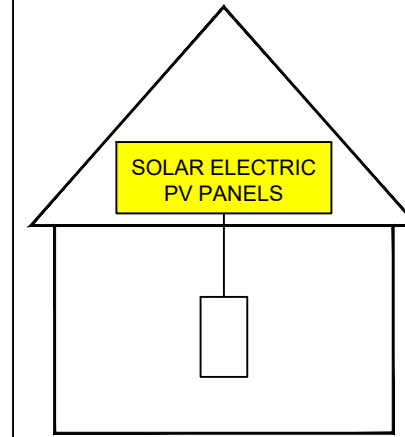
TITLE:

LABELS

E4

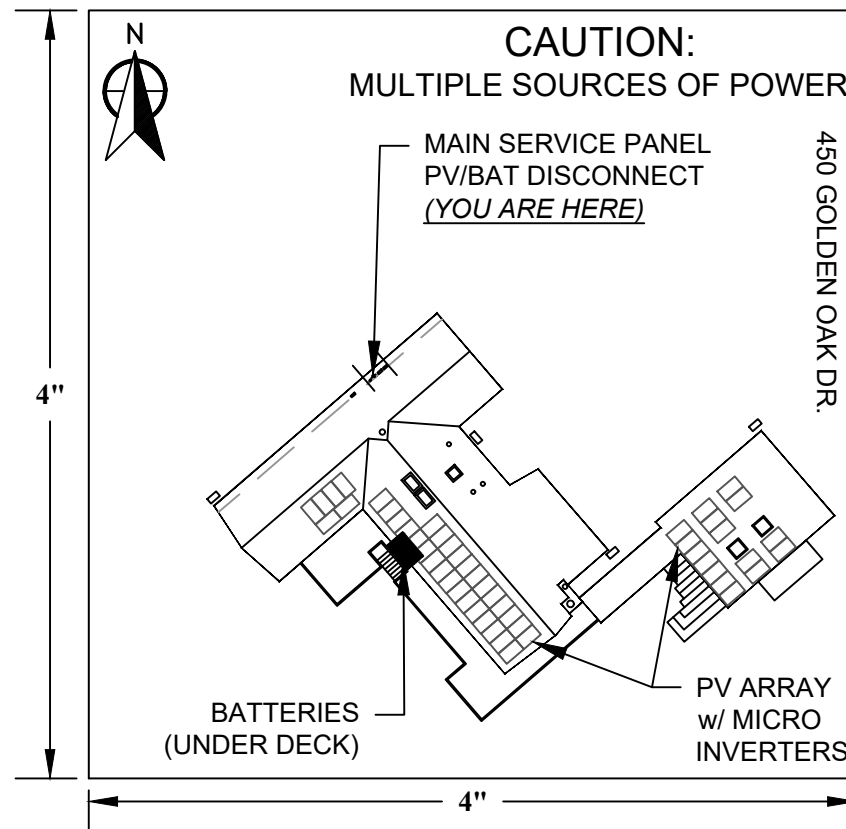
SOLAR PV SYSTEM IS EQUIPPED WITH RAPID-SHUTDOWN.

TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN PV SYSTEM AND REDUCE SHOCK HAZARD IN ARRAY.



AT MSP (705.10)

CAUTION: MULTIPLE SOURCES OF POWER



Label Notes:

- Weather Resistant & Suitable for the Environment
- All Capital Letters
- White in Color Letters
- Minimum 3/8" Letter Height
- Red Background
- Directory/Map label May Be Black Lettering w/ White Background

BATTERY SYSTEM INSTALLED AT THIS LOCATION

WARNING: MULTIPLE POWER SOURCE. SOURCES ARE PV SYSTEM, BATTERY & UTILITY

CAUTION PV AND UTILITY POWER

OPERATING VOLTAGE 240

RATED OPERATING CURRENT 60.4

WARNING

ELECTRIC SHOCK HAZARD!

DO NOT TOUCH TERMINALS. TERMINALS ON BOTH THE LINE AND LOAD SIDES MAY BE ENERGIZED IN THE OPEN POSITION.

RAPID SHUTDOWN SWITCH FOR SOLAR PV/BATTERY SYSTEM

PHOTOVOLTAIC LOAD CENTER DO NOT ADD LOADS!

GENERATION LOAD CENTER DO NOT ADD LOADS!

SOLAR PV SYSTEM

SOLAR PV CIRCUIT 1

SOLAR PV CIRCUIT 3

SOLAR PV CIRCUIT 4

SOLAR PV MONITOR

SOLAR PV CIRCUIT 2

BATTERY DISCONNECT 1

BATTERY DISCONNECT 2

BATTERY DISCONNECT 3

WARNING! INVERTER OUTPUT CONNECTION DO NOT RELOCATE THIS OVER-CURRENT DEVICE

BATTERY POWER SOURCE

PHOTOVOLTAIC POWER SOURCE

AT MSP,

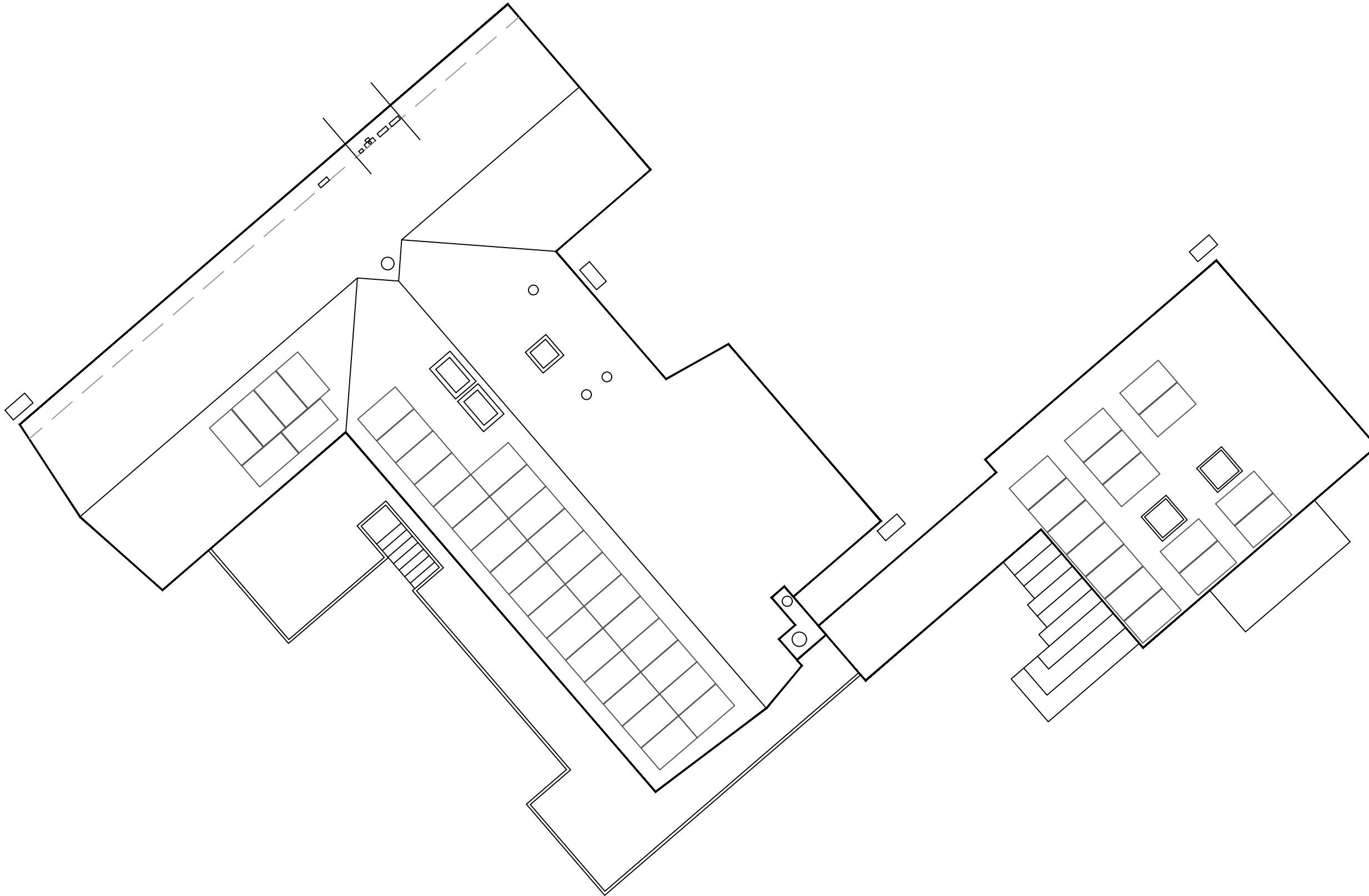
AT RSD

AT SUB PANELBOARD

AT MSP OR SUB PANELBOARD

AT MSP OR SUB PANELBOARD (NEC 705.12(B))

THIS PAGE USED AS AN INSTALLER TOOL ONLY TO MAP OUT THE MICROINVERTER SERIAL NUMBERS ON THE ROOF SO THAT THE MICROINVERTERS CAN BE PLACED PROPERLY IN THE MONITORING LAYOUT



CALSOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM



LAYERED
 CONCEPTZ

SCALE:

N/A

DATE:

16-Aug-23




TITLE:

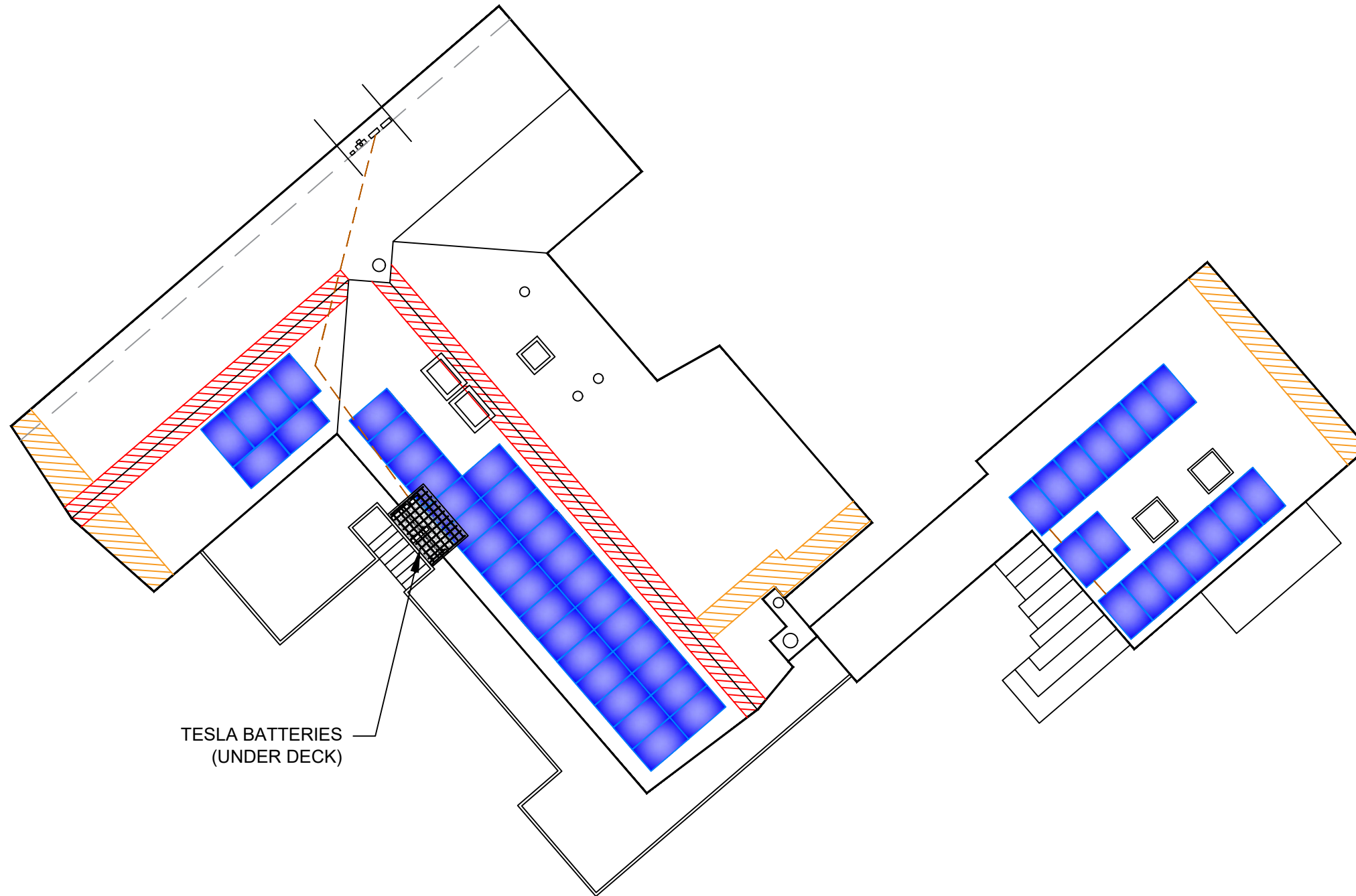
MICROINVERTER
 LAYOUT

E5



LEGEND KEY:

-  FIRE SETBACK
-  3' FIRE PATHWAY
-  PV MODULE



TESLA BATTERIES
(UNDER DECK)



CALSOLAR
580 WILMA AVE. STE H
RIPON, CA 95366
CSL: 980699
CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028
079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines
ANDRE LAINES
(925) 800-5979
DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

1" = 15'

DATE:

16-Aug-23

TITLE:

PLOT PLAN

S2

ROOF ACCESS POINT:
SHALL BE LOCATED IN AREAS THAT DO NOT REQUIRE THE PLACEMENT OF OF GROUND LADDERS OVER OPENINGS SUCH AS WINDOWS OR DOORS, AND LOCATED AT STRONG POINTS OF BUILDING CONSTRUCTION IN LOCATIONS WHERE THE ACCESS POINT DOES NOT CONFLICT WITH OVERHEAD OBSTRUCTIONS SUCH AS TREE LIMBS, WIRES OR SIGNS.

DESIGN CRITERIA:

- Applicable Codes = 2022 CBC, ASCE 7-16
- Wind Speed = 91mph
- Exposure C
- Risk Category II - Equipment NOT considered life safety backup
- Seismic = 1.93g, I = 1.0, Rp = 2.5, Ap = 1.0, Ip = 1.0
- Assumed Soil Bearing = 1,500psf



CAL SOLAR
 580 WILMA AVE. STE H
 RIPON, CA 95366
 CSL: 980699
 CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
 450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028
 079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
 PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
 (925) 800-5979
 DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

1" = 1'

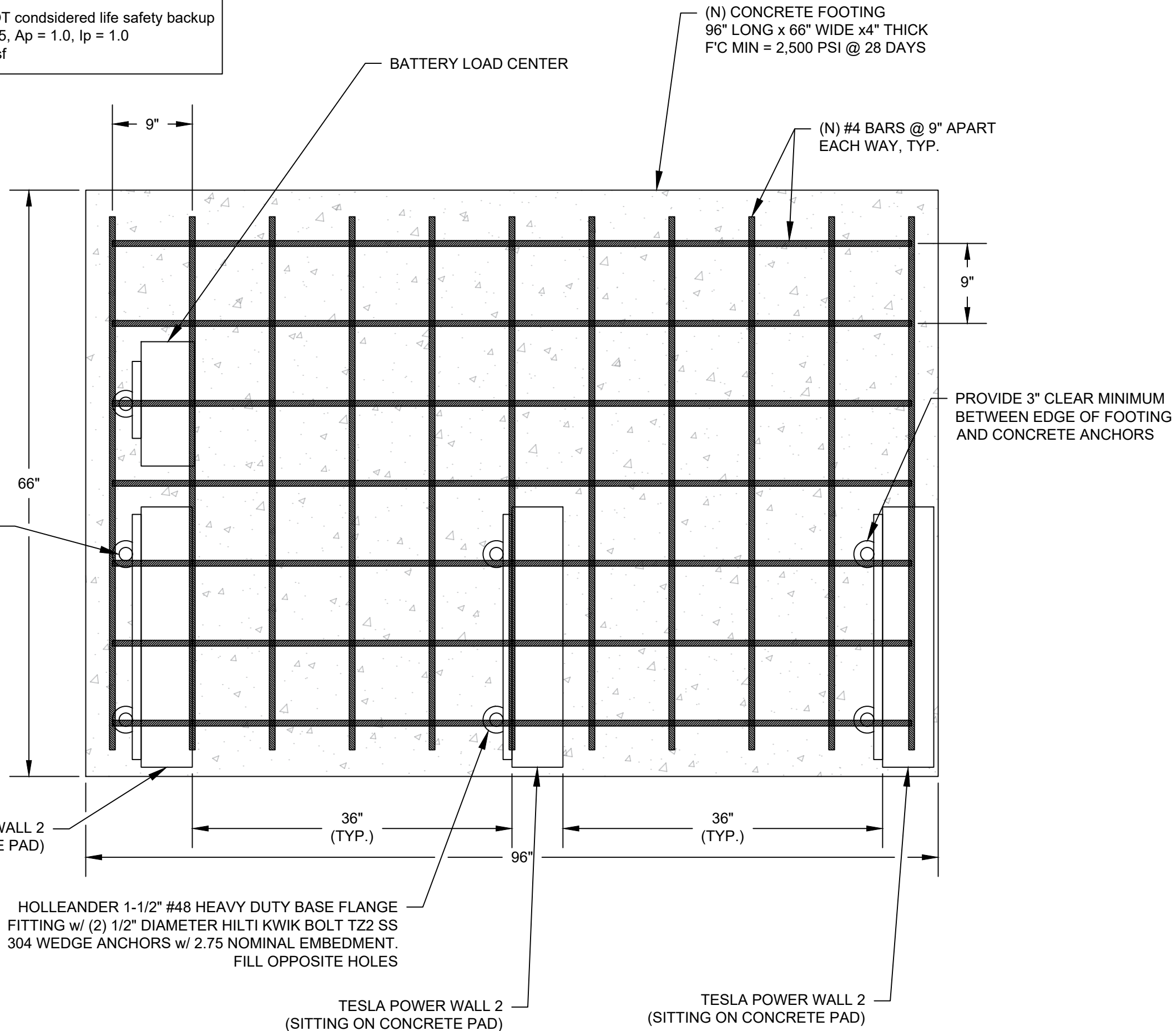
DATE:

16-Aug-23

TITLE:

BATTERY DETAIL 1

S4





CALSOLAR
580 WILMA AVE. STE H
RIPON, CA 95366
CSL: 980699
CLASS: B, C10, C46

CLIENT:

MARKUS OGUREK
450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028
079122310

SITE ADDRESS:

450 GOLDEN OAK DR.
PORTOLA VALLEY, CA 94028

REVISION:

REV:	DESCRIPTION:	DATE:

DRAWN BY:

Andre Laines

ANDRE LAINES
(925) 800-5979
DESIGN@LAYEREDCONCEPTZ.COM



SCALE:

1" = 1'

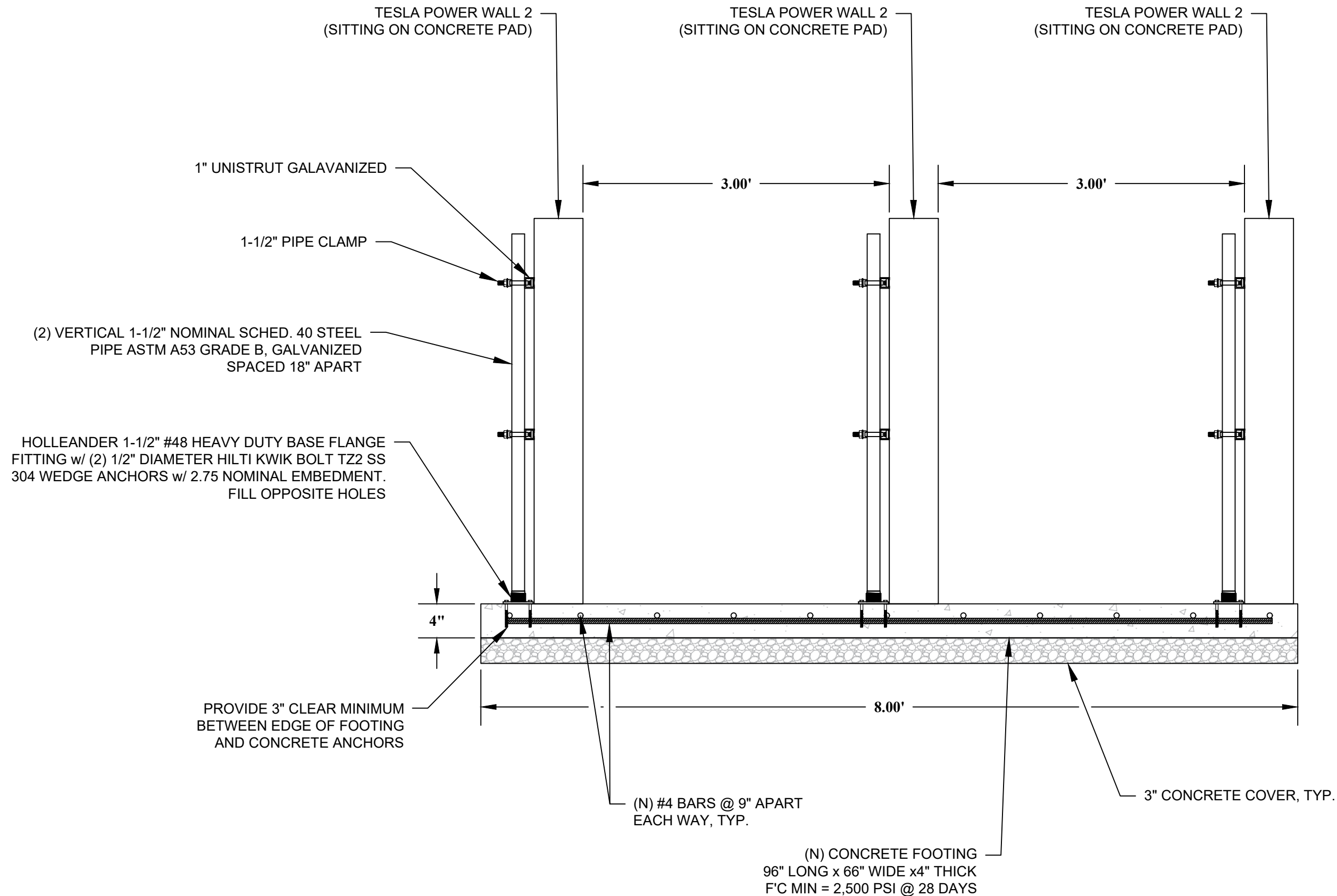
DATE:

16-Aug-23

TITLE:

BATTERY DETAIL 2

S5



- DESIGN CRITERIA:**
- Applicable Codes = 2022 CBC, ASCE 7-16
 - Wind Speed = 91mph
 - Exposure C
 - Risk Category II - Equipment NOT considered life safety backup
 - Seismic = 1.93g, I = 1.0, Rp = 2.5, Ap = 1.0, Ip = 1.0
 - Assumed Soil Bearing = 1,500psf



ENERGY SAVINGS REPORT FOR

Markus Ogurek

450 Golden Oak Dr, Portola Valley, CA 94028

(650) 492-1171

markus.ogurek@outlook.com

Understanding Solar

Effects of Weather



Your Solar Design

Modules

**REC REC405AA Pure
Black - 405W (x44)**

Inverter

**Enphase IQ8PLUS-72-2-
US(x44)**

System Size

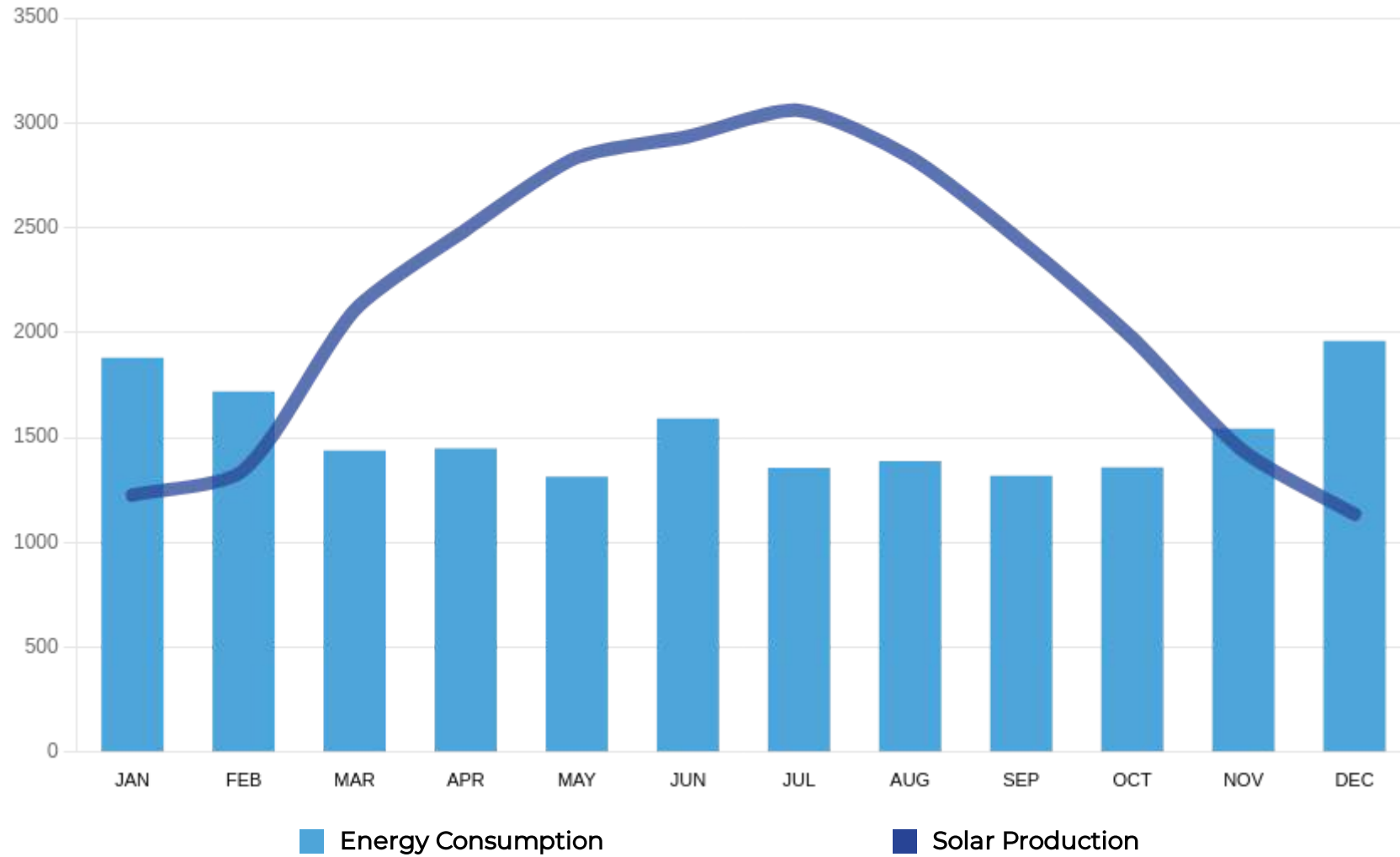
17.82 kW

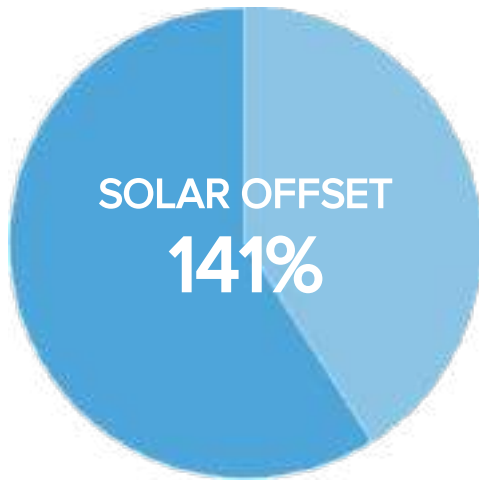
Estimated Yearly
Production

25,806 kWh

[SYSTEM DETAILS](#)



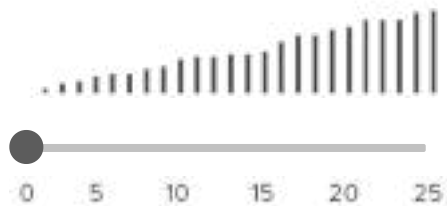




Tesla Powerwall

YOUR CURRENT UTILITY BILL

\$534



Current Cost per kWh **\$0.35/kWh**



25-YEAR SAVINGS

\$106,169

YOUR SOLAR PAYMENT

\$0

New Utility Bill: -\$25

Avg. 25-yr Cost per Solar kWh **\$0.132/kWh**

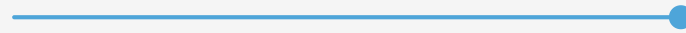
Cash

Select Finance Option

HOW WILL YOU USE
YOUR INCENTIVE?

Federal Tax Credit

\$35,334.00



Cash Price

\$117,780.00

Federal Tax Credit

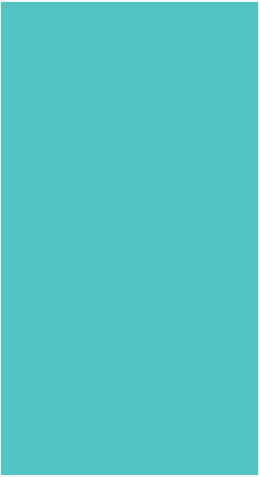
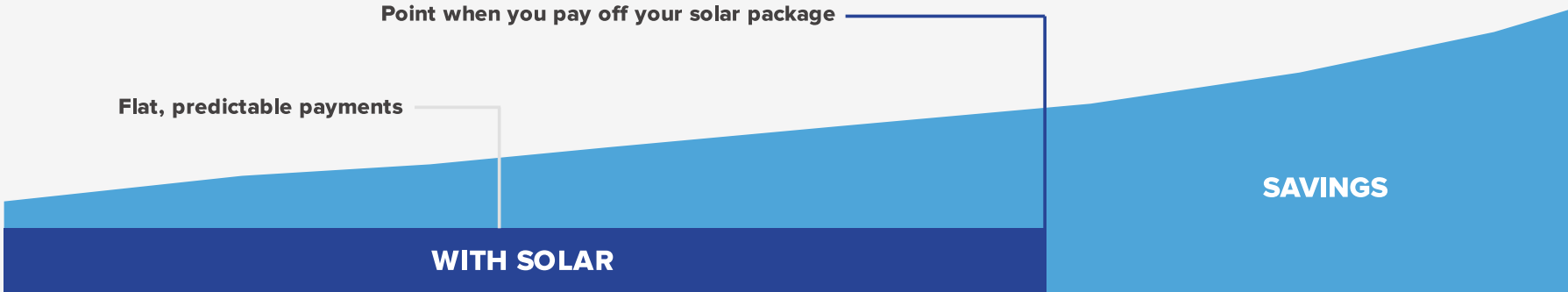
(\$35,334.00)

Net System Cost

\$82,446

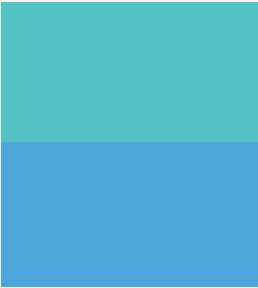


THE SAVINGS



\$267,030

STAY WITH ELECTRIC



\$160,861

SWITCH TO SOLAR

\$534 Current Average Bill	→	\$1,424 Average Bill in 25 years
\$6,412 Current Annual Utility Bill	→	\$17,093 Annual Utility Bill in 25 years
\$267,030 25 year cost of doing nothing		

Save More With Batteries

Evening Usage: Average ▾ | Backup: 0 % ▾ | **Recommended* Capacity: 24.95 kWh | **Currently Selected* Capacity: 40.50 kWh ▾



Powerwall+
Capacity: 13.5 kWh
Rated Power: 9.6 kW
Peak Power: 22 kW
Warranty: 10 years
Estimated Savings: \$14,629

Selected Battery

Selected Battery

Powerwall+
Capacity: 13.5 kWh
Warranty: 10 years
Battery Backup

− 3 +

***Total Estimated Savings: \$28,306**
10 years

*This page is intended to provide estimates and recommendations for battery sizing and long-term savings based on certain averages and assumptions, as well as inputs provided by the user. The estimates provided on this page are for informational purposes only and are not guaranteed in any way. Actual savings and battery performance will vary based on a number of factors, including but not limited to weather conditions, temperature, energy usage patterns, battery location, battery chemical compounds, and battery cycles. Equipment selected here may not be compatible with other equipment selected on the solar proposal and additional equipment may be required. By using this page you acknowledge and agree that the estimates and recommendations provided are not a guarantee of actual savings or battery performance.

The Process



STEP 1

Savings Report



STEP 2

Approval Process



STEP 3

Signatures



STEP 4

Site Survey



STEP 5

Final Design and Permit



STEP 6

Installation



STEP 7

Activation

The Solar Savings Report gives you everything you need to know about your solar savings potential. You'll see how solar works, get a custom panel layout, an estimated yearly production as well as a new estimated bill. You'll also get a peek at incentives, 25 years savings, and a whole lot more.

PROPOSAL DETAILS

Utility

Annual Utility Bill	\$6,412
Current Consumption	18,308 kWh
Estimated Cost Per KWh	\$0.35/kWh
Annual Utility Price Escalator	4%
Current Rate Plan	Schedule E-Elec (NEM 3.0)
Post Solar Rate Plan	Schedule E-Elec (NEM 3.0)
Utility Company	Pacific Gas and Electric

System

System Size	17.82 kW
Year 1 Solar Production	25,806 kWh
Annual Degradation	0.25%
25 Year System Production	625,797 kWh
Estimated Cost Per KWh	\$0.132/kWh

Cost


Total Cost	\$117,780.00
Post Solar Annual Utility Bill	-\$297

CalSolar does not provide tax or legal advice. You should consult your tax advisor for more information. The interest rate provided in this proposal is subject to credit approval by the financing provider for your loan. The data provided in this proposal is a preliminary estimate and does not represent a binding agreement or obligation. No party provides and guarantees, warranties, or representations regarding the production, utility rate increases, or any other data in this sales proposal. This proposal is a preliminary estimate and not an approval for financing. [1]

[Click here to see California Consumer Protection Guide](#)

FAQs

Here are some of the questions and concerns we get from most home owners. Type your question or search by category.

Installation



Maintenance



Power



Other

How will solar impact my property values	▼
What happens if I move?	▼
Is my new solar system covered by my homeowners insurance?	▼
Will I still have a utility bill?	▼



INVOICE	#818-1
SERVICE DATE	Sep 04, 2023
DUE	Upon receipt
AMOUNT DUE	\$0.00

FREON INC

Markus Ogurek
450 Golden Oak Dr
Portola Valley, CA 94028

☎ (650) 492-1171
✉ markus.ogurek@yahoo.com

CONTACT US

6291 Kelez Ct
San Jose, CA 95120

☎ (408) 877-5557
✉ install@freonhvac.com

INVOICE

Services	qty	unit price	amount
PERMIT TWO Heat Pump addition/replacement	1.0	\$1,200.00	\$1,200.00

The permit fee must be fully paid AFTER acquiring the permit and BEFORE the job start.

Including:

- Completing a Building Permit Application Form
- Submitting plans and any other required documents digitally or in-person
- Pulling the permit (pay fees and collect a hard copy if required)
- Scheduling an Inspection with the city inspector

The two HERS Tests are required.

Suppose you want to qualify for the BayRen rebate, you have to make CAS (combustion appliance safety) test for an additional charge which is not included in this line. In that case, you must pay directly to HERS/CAS test specialist (3rd party company).

Only 2 inspections are included. If the inspection fails for customers side reasons - an additional inspection fee may apply. Inspection can be canceled before 72 hours without an additional fee.

For your information: when finishing the work, please pay 100 percent of the total cost. If payment will not be made on the same day of the last day of the installation process, all discounts will disappear from this invoice.

Be advised that a structural analysis of roof/attic trusses where the Furnace/Heat Pump or any HVAC equipment will be relocated may be required. The FREON Service permit package fee does not cover any expenses regarding structural analysis and must be provided by a homeowner.

HERS test (Ductwork leakage test)	2.0	\$280.00	\$560.00
-----------------------------------	-----	----------	----------

Home Energy Rating System (HERS). These ratings include field verification and diagnostic testing to determine energy efficiency levels among homes tested for duct efficiency, duct leakage, envelope leakage, refrigerant charge verification and building insulation for compliance with current building efficiency standards.

Plumbing permit (water heater heat pump installation)	1.0	\$750.00	\$750.00
--	-----	----------	----------

The permit fee must be fully paid AFTER acquiring the permit and BEFORE the job start.

Including:

- Completing a Building Permit Application Form
- Submitting plans and any other required documents digitally or in-person
- Pulling the permit (pay fees and collect a hard copy if required)
- Scheduling an Inspection with city inspector

For your information: at the time of finishing the work, please pay 100 percent of the total cost. If payment will not be made the same day of the last day of installation process all discounts will disappear in this invoice.

Heat Pump HVAC Installation	2.0	\$5,000.00	\$10,000.00
------------------------------------	-----	------------	-------------

Service is provided by qualified EPA certified specialists.

Labor includes:

- Old HVAC system dismantling, haul away and recycling
 - New Air handler installation according to the building standards
 - New outdoor Heat pump unit installation according to the building standards
 - New refrigerant line set installation according to the building standards
 - 3 Years Warranty for labor
- permit not included(will send in additional estimate if needed)

Ductwork reconfiguration and relocation systems in the basement (side by side)	1.0	\$1,300.00	\$1,300.00
---	-----	------------	------------

materials and labor for relocating System from future laundry room to the basement

Damaged return duct repair or replacement partially (materials included)	1.0	\$850.00	\$850.00
---	-----	----------	----------

New Heat pump water heater installation (without relocation)	1.0	\$2,600.00	\$2,600.00
---	-----	------------	------------

Service is provided by factory authorized installers.

Labor includes:

- Old water heater dismantling and haul away
- New heat pump water installation according to the building standards
- Electrical installation according to the building standards

Disclaimer:

Our company is not responsible for openings on drywall walls after removing old installations (for example, old pipes, old ductwork, old furnaces and ets.), for damaged stucco during drilling holes, for cracks on drywall ceiling and walls which appeared during new installation because of structural inconsistencies with actual construction requirements. Nonetheless our company is responsible for drywall ceiling damages which appeared because of stumbled or slipped technician in the attic.

Materials	qty	unit price	amount
-----------	-----	------------	--------

heat-pump HVAC installation materials	2.0	\$1,900.00	\$3,800.00
--	-----	------------	------------

- Breakers;
- Power receptacle within 25 ft to the outdoor unit;
- Service disconnect next to the outdoor unit;
- PVC pipes and fittings for the condensate line
- Line set
- Electric wires, conduits and breakers
- Plastic pad under condenser unit
- Supply air duct plenum
- Installation double foil bubble wrap
- Duct paint, screws, foil tape and etc.

Outdoor Unit - Mitsubishi MXZ-SM48NAM Multi Zone Outdoor Unit	1.0	\$6,336.00	\$6,336.00
--	-----	------------	------------

Mitsubishi Variable Speed Heat Pump 4 TON OUTDOOR UNIT

Model number: MXZ-SM48NAM
 Product line: M-Series H2i
 Capacity: 48000 Btu
 Efficiency: Up to 23 SEER/ up to 13.1 EER/ up to 12 HSPF
 Compressor: Variable speed
 Sound level: 51 dB
 Dimensions: 13D x 41.35W x 52.68H
 Amp: 45A

FEATURES

Compatible with M- and P-Series and CITY MULTI indoor units. Branch box required for connection with M- and P-Series
 Variable speed INVERTER-driven compressor
 Seacoast protection on heat exchanger and base panel (rated for 2,000 hrs in accordance with ASTM B117 testing)
 Thermal Differential 1°F (with PAC-MKA32/52BC only)
 Optional base pan heater
 Quiet outdoor unit operation, rated sound pressure as low as 51 dB(A)
 High-pressure protection
 Compressor thermal protection
 Compressor overcurrent detection
 Fan motor overheating/voltage protection

System 1: Mitsubishi PVFY-P48NAMU-E1 Multi-Position Air Handler	1.0	\$4,690.00	\$4,690.00
--	-----	------------	------------

Mitsubishi Variable Speed Air Handler 48K BTU INDOOR UNIT

Model number: PVFY-P48NAMU
 Product line: P-Series
 Capacity: 48,000 BTU
 Blower motor: Variable speed
 Sound level: min 35 dB/max 43 dB
 Dimensions: 25W x 21.62D x 59.5H

System 2: Mitsubishi SUZ-KA36NA Single Zone Outdoor Unit	1.0	\$3,995.00	\$3,995.00
---	-----	------------	------------

Mitsubishi Universal Outdoor Heat Pump Unit 36K

Model number: SUZ-KA36NA
 Product line: M Series
 Capacity: 36000 Btuh
 Efficiency: Up to 16 SEER/ Up to 11.6 HSPF
 Compressor: Variable speed
 Sound level: 55 dB
 Dimensions: 13D x 33.06W x 34.62H
 Amp: 20A
 Features:

Variable speed INVERTER-driven compressor
 Innovative Joint Lap DC Motor leads to high efficiency and reliability
 Pulse Amplitude Modulation technology
 High-performance grooved piping for increased heat exchange efficiency

System 2: Mitsubishi SVZ-KP36NA Multi-Position Air Handler	1.0	\$2,940.00	\$2,940.00
Mitsubishi ducted air handler 36K BTU			
Model number: SVZ-KP36NA			
Product line: M-Series			
Capacity: 36,000 BTU			
Blower motor: Variable speed			
Sound level: min 35dB/max 40dB			
Dimensions: 21Wx21.65Dx43.75H			

Mitsubishi thermostat adapter(for third party thermostats like nest/ecobee)	2.0	\$250.00	\$500.00
---	-----	----------	----------

filter box with magnet door, 4" filter size+ filter	2.0	\$250.00	\$500.00
---	-----	----------	----------

Plumbing - New heat pump water heater installation package	1.0	\$1,500.00	\$1,500.00
---	-----	------------	------------

- Materials needed to install NEW water heater
- Breaker;
 - Hardware;
 - Service disconnect within 25ft from main or sub panel;
 - PVC pipes and fittings for the condensate line;
 - Copper pipes;
 - Electric wires, conduits;
 - Plastic pad under water heater;
 - Water heater tube (hot, cold);
 - Mix valve;
 - Expansion tank.

SANCO Heat Pump Outdoor Unit GS4-45HPC	1.0	\$4,380.00	\$4,380.00
---	-----	------------	------------

As a highly energy-efficient alternative to the traditional electric or gas water heater, our unique system saves money, reduces greenhouse gas emissions and eliminates the production of carbon monoxide.

The SANCO² heat pump water heater system consists of two parts. The heat pump unit, where the hot water is produced, using the CO₂ refrigerant to extract heat from the ambient air, and the 43, 83 and 119 gallon storage tank.

High Performance:

The SANCO² unit has the highest UFHR (Uniform First Hour Rating) of any comparably sized Storage Electric or Heat Pump Water Heater. The Natural Refrigerant (CO₂) used by the SANCO² allows it to make and store hotter water than any other Heat Pump Water Heater. This means there is more energy stored in the tank which translates into more hot water delivered via the factory supplied Mixing Valve.

SANCO Storage Tank for Heat Pump SANCO 83 Gal SAN-83SSAQA	1.0	\$3,250.00	\$3,250.00
--	-----	------------	------------

As a highly energy-efficient alternative to the traditional electric or gas water heater, our unique system saves money, reduces greenhouse gas emissions and eliminates the production of carbon monoxide.

Subtotal			\$49,151.00
-----------------	--	--	-------------

- \$652.00

Total			\$48,499.00
--------------	--	--	--------------------

Payment History

Sep 27	Wed 11:59am	Check	\$48,499.00
--------	-------------	-------	-------------

<https://www.yelp.com/biz/freon-hvac-san-jose>

Your feedback is very important to us.
Thank you for choosing FREON HVAC

ESTIMATE IS VALID FOR 30 DAYS, then we do not guarantee the price.
An invoice should be paid after the job is done on the job date (if there are no other arrangements) otherwise all discounts will disappear!

NO DOWN PAYMENTS FORWARD BEFORE THE INSTALLATION PROCESS!

If we've done installation of HVAC - payment should be made on the last day of installation process 100% of the whole amount. If payment will not be made on the same day of the last day of the installation process all discounts will disappear from this invoice.

If it is a service - we may require payment forward for parts for special orders.

Starting from the third week after the service date, in the absence of payment, an additional fee of 1% per week of delay in payment begins to be charged.

In case of non-payment, the debt will go to the collection agency and you will be charged for all the associated losses and fees, including the collection agency commission and/or attorneys fees. Please note that it will also hurt your credit score.

NEXT SERVICE -15% OFF for LABOR FOR SERVICE

12 months warranty (FOR REPAIRS) for refrigeration and HVAC sealed system. (such as relay, fans, motors, capacitors, in refrigeration, freezers, AC-units, heat-pumps, coolers, commercial equipment).

3 year warranty (FOR INSTALLATIONS) for HVAC-system installation including complex installation labor of furnace and A/C condenser, heat pumps, ductless mini splits, VRF (the warranty on the equipment is established and provided

by the manufacturer – usually at least 10 years).

You must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep Your Service Agreement in force. Evidence of proper service, when required by the Administrator, must be submitted in the event of a claim. If you maintain your equipment in another company, FREON HVAC provides 1 year labor warranty. If you maintain your equipment in FREON HVAC, FREON HVAC provides 3 years labor warranty. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.

I (customer) hereby authorize the repair(s) and agree to pay for said repair(s) upon completion of job. Furthermore, if said repair requires a part order. I understand that the deposited amount shall apply to the completion of this repair and there will be no additional trip charges. Cancellation of this repair may result in said deposit becoming non-refundable, depending on possible restocking charges. If upon closer analysis, additional repairs are needed, you will be contacted for authorization to cover additional charges. I agree to pay a fee of \$25 of each returned check. I understand that if during any appliance repair warranty period the equipment malfunctions under normal usage, the technical care agrees to make a service call within 48 hours of first receiving notice from the customer (except Sundays and holidays). Cleaning services are excluded from warranty. FREON HVAC company shall not be responsible for damages, including food spoilage, water damage, improper electrical or other connections.

By receiving this estimate or invoice you will be automatically subscribed to our advice and recommendations in your email. If you would like to unsubscribe please let us know by sending email to: install@freonhvac.com
If service was satisfying please leave us review on Yelp by link

<https://www.yelp.com/biz/freon-hvac-san-jose>

If service wasn't satisfying, please let us know – what was wrong by sending email to

install@freonhvac.com

If you need service/repair HVAC or other appliances please book us online -

web site: <https://www.freonhvac.com>

Our Instagram

<https://www.instagram.com/freoninc/>

Licenses:

Contractors State License Board #1101181

Customer Support (408)877-5557

install@freonhvac.com

**CONTRACTORS STATE LICENSE BOARD**

9821 Business Park Drive, Sacramento, CA 95827

Mailing Address: P.O. Box 26000, Sacramento, CA 95826

800-321-CSLB (2752) | www.cslb.ca.gov | CheckTheLicenseFirst.com

STATE OF CALIFORNIA

Governor Gavin Newsom

SOLAR ENERGY SYSTEM DISCLOSURE DOCUMENT

This disclosure document is required by state law and shall be printed on the front page or cover page of every solar energy contract for the installation of a solar energy system on a residential building.

The TOTAL COST for the solar energy system is: \$207,590.00

To make a complaint against a contractor who installs this system and/or the home improvement salesperson who sold this system, contact the Contractors State License Board (CSLB) through their website at www.cslb.ca.gov (search: "complaint form"), by telephone at 800-321-CSLB (2752), or by writing to P.O. Box 26000, Sacramento, CA 95826.

If the attached contract was not negotiated at the contractor's place of business, and you are 65 years of age or older, you have a Five-Day Right to Cancel the contract, pursuant to Business and Professions Code (BPC) section 7159, as noted below. For further details on canceling the contract, see the Notice of Cancellation, which must be included in your contract. Five-Day Right to Cancel You, the buyer, have the right to cancel this contract within five business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the fifth business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.

This document was developed through coordination of the California Contractors State License Board and the California Public Utilities Commission pursuant to Business and Professions Code section 7169.



580 N. Wilma Avenue Suite H
 Ripon, CA 995336
 License #980699
 Phone: 209.253.0923

Solar Photovoltaic Installation Agreement Terms and Conditions

Date: 06-23-2023

Customer: Markus Ogurek Mailing Address: 450 Golden Oak Dr. Portola Valley 94028

Contact Cell Phone #: (650) 492-1171 Email: markus.ogurek@outlook.com

Provider: California Solar Innovators, Inc. Address: 580 N Wilma Ave Ste H, Ripon, CA 95336

Installation Address: 450 Golden Oak Dr. Portola Valley, CA 94028 Type: (Roof/GM): roof

Services Performed by Provider:

- (1) Design system using approved components that meet all local codes
- (2) Draft a complete set of plans
- (3) Obtain Solar Installation Permit
- (4) Install Photovoltaic System and Monitoring Equipment
- (5) Schedule and Pass City Inspection
- (6) File the Utility Net Metering Application
- (7) Warranties: 25-year panel and optimizer warranties, 25-year inverter warranty, 10-year workmanship warranty

Utility Account #: 4179714334	Electric Meter #: 1009261674
WIFI Login ID #:	WIFI Password:

	Equipment Description	Quantity
SOLAR PANELS	REC SOLAR REC405AA PURE BLACK/ENPHASE IQ8	44
BATTERY BACKUP	Tesla Powerwall 2 and Backup Gateway	3

* Required roof repairs needed for solar installation.

SYSTEM SIZE (kW): 17.82 HOA (Y/N): _____ MPU (Y/N): Yes ARRAYS #: 6

DS

<input type="checkbox"/> Cash Program	
Deposit	\$2,000.00
Solar Design Approval	\$5,645.00
Solar Material Ordering	\$56,445.00
Roof Repairs Starting	\$50,000.00
Roof Completion	\$43,700.00
Solar & Battery Install	\$33,867.00
Solar System PTO	\$15,933.00
Total:	\$ 207,590.00

1. Parties to this home Improvement Contract: California Solar Innovators, Inc., d/b/a CalSolar., CSLB Lic. #980699, "Contractor" and Customer Name "Client." You are entitled to a completely filled in copy of this contract, signed by both you and the contractor, before any work may be started.

2. Description of the project work and description of the significant materials to be used and equipment to be installed: Contractor will provide all labor, equipment and materials required to install a functioning photovoltaic system ("PV System") as more fully described in, and at the location identified in Contractor's Proposal at Exhibit A. All work will be performed according to specifications prepared by Contractor and accepted by Client. All workmanship will meet or exceed applicable building codes and standards.

2.1 Exclusions.

2.1.1 Building permits; local government approvals. Contractor will be responsible for securing all permits and scheduling and completing all inspections the cost of which is included in the contract price as detailed in section 4.1 below.

2.1.2 New electrical service. Unless specifically included in section 2.1.2.1 below, Contractor's work anticipates no change to existing service panel(s) other than the addition of circuit breakers and wiring for Work, and no improvements or engineering of Client's roof. Any cost incurred for changing point of service, main switch, or electric meters, roof improvements or other extra Work will be charged as extra Work in addition to the Contract Price.

2.1.3 Costs imposed by Client's utility and government inspectors. Utilities sometimes impose additional costs and requirements, including without limitation, charges for new electricity meters, switchgear and transformers. Client acknowledges the Work will require inspection by governmental officials, who may determine that "pre-existing conditions unrelated to the Work", as defined in section 2.1.3.1 of this contract, require correction and/or modification before the Work is approved. These utility and governmental requirements and costs are outside the scope of Contractor's Work, are not included in the Contact Price and shall not excuse Client from its obligations to provide timely payment of the Contract Price and any progress payments as provided in this Contract. Because final permit inspection approval is a requirement for receiving financial incentives from the State of California ("State"), Client shall promptly complete at its own expense all work outside the scope of Contractor's Work that is required by governmental inspectors and entities.

2.1.3.1 Pre-existing conditions unrelated to the Work: is defined as any existing equipment on property prior to installation of Work that is not functioning correctly or in noncompliance with the governmental regulations unrelated to the Work (installation and functioning of the proposed solar panels).

2.1.4 Assumptions. Contractor's design of any solar system, its size and related estimates on kWh output, bill offset, and annual/lifetime savings are based on information supplied by Client and its current consumption. These estimates are also related to assumptions on shading, sunlight hours, historical weather patterns, utility inflation rates on electricity consumed and assumptions about how/when the Client uses electricity. Contractor has no control over the above stated assumptions and therefore cannot provide a guaranty of system performance. Yearly savings is expected to increase yearly as a function of the annual inflation rate of electricity assumed to be 4.50%. Sunlight hours estimated from <http://rredc.nrel.gov/solar/pubs/redbook/>

3. List of documents to be incorporated into the contract. The following documents are attached hereto and incorporated into the contract: a) Mechanics Lien Warning, b) Three (3)-Day Right to Cancel Notification Form and c) Limited Warranty.

3a. MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay Contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic's lien and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their rights to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your Contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime Contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from Contractor of all the subcontractors and material suppliers that work on your project. Find out from Contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When Contractor tells you, it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both Contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

3b. THREE (3)-DAY RIGHT TO CANCEL NOTIFICATION FORM

You, the buyer, have the right to cancel this Contract within three (3) business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to Contractor at Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the Contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, Contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your party, you must make available to Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this Contract. Or, you may, if you wish, comply with Contractor's instructions on how to return the goods at Contractor's expense and risk. If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send an email to info@calsolar.com or mailed to the contractor at: California Solar Innovators, 580 N Wilma Ave Suite H, Ripon CA 95366, not later than midnight within three business days from date client signs contract. I hereby cancel this transaction.

Client's signature

Date

3c. COMPANY WARRANTIES/LIMITATION OF LIABILITY

1. Contractor's Warranties and Covenants.

(a) Contractor covenants and warrants that: (i) all work is of good quality and installed, constructed and accomplished in a good and workmanlike manner and using skill, care and diligence consistent with all manufacturer's requirements; (ii) Contractor shall procure, supply, install, construct and test the work so that all work performed before and as of final completion complies with all laws, permits, codes, and standards; and (iii) all material and equipment constituting any portion of the work are in good order and are new when installed.

(b) Contractor provides a limited warranty to all Contractor supplied materials and services used in this project against defects in material or workmanship for a period of ten (10) years. Contractor supplied materials does not include any materials which are covered by a separate manufacturer's warranty, including but not limited to photovoltaic equipment (hereinafter referred to as Non-Warranted Goods). During this period, Contractor will repair or replace any defective component of the warranted goods at Contractor's own expense. In addition, Contractor will repair or replace at its expense, any damaged Non-Warranted Goods if the damage is caused by the negligence of Contractor in the installation of such Non-Warranted Goods. Client shall notify Contractor in writing of any defect, malfunction, or nonconformity of the warranted goods or services. Upon receipt of such notice, Contractor shall repair or replace the defective, malfunctioning, or nonconforming warranted goods or services within fifteen (15) Business Days subject to replacement part availability. If the repair or replacement would otherwise take more than 15 business days to complete, Contractor shall be in compliance with this Warranty if Contractor initiates the repair or replacement within 15 days and diligently pursues completion of said work in a timely manner.

1.2 Limited Roofing Warranty.

Contractor provides a limited warranty for all roofing penetrations made by Contractor for the solar electric system installation for a period of five (5) years. Contractor will not warrant any roofing related issues outside of the scope of the work required to install the Solar Facility.

1.3 Exceptions/Exclusions from Warranty.

The warranties set forth above do not apply in any way to work performed by Contractor on materials which are covered under a separate manufacturer's warranty (i.e., photovoltaic equipment), or according to plans or specifications provided by Client, manufacturers and/or general contractor. Repair of the following items is specifically excluded from Contractor's warranty: any materials that were modified, altered, repaired, or attempted to be repaired by anyone other than Contractor; any damages resulting from lack of maintenance; damages resulting from owner of the project site abuse; aesthetic changes, damages due to animals, weather or natural disasters; damages resulting from mold, fungus and other organic pathogens, unless caused by the sole negligence of Contractor as a direct result of a construction defect causing water infiltration into a part of the structure; shrinking/cracking of grouts and caulking; and fading of paints and finishes exposed to sunlight.

4. Payment.

4.1 Contract Price. The price of the work to be performed by Contractor is \$207,590.00. The Contract Price includes the entire cost of the Contract, including profit, labor and materials and estimated building permits, and does not include finance fees incurred over the term of the loan agreement (refer to the financier's Loan or Lease Finance Agreement for the total financed amount, including interest and fees over the term of the agreement). In order to protect Client and Contractor against price fluctuations in equipment and materials (including without limitation, PV solar modules, inverters, rack systems, raw materials, etc.), the Contract Price will be fixed for three (3) months from the Effective Date. If Contractor is unable to mobilize on site (defined as beginning Work at

Client's location) within this time, either due to Client requirement, project changes or delays of any cause, Contractor reserves the right to submit updated pricing in the form of a written change order to be approved by Client.

4.2 Schedule of progress payments. The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT. THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10% OF THE TOTAL CONTRACT PRICE, WHICHEVER IS LESS.

5. Time of Performance.

5.1 Approximate start date. Work will commence/start approximately 45-60 days after the date of this signed contract. Contractor will work diligently to complete required permitting and equipment ordering to accelerate this projected start date.

5.2 Approximate completion date. Subject to change orders or unforeseen conditions /circumstances, the Work required by this Contract will be completed within, on or about 7 business days from the approximate Start Date provided above.

6. Mechanics lien releases. Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanic's lien pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

7. Changes in Work.

7.1 Note about extra work and change orders. Extra Work and Change Orders become part of the contract and enforceable once the order is prepared in writing and signed by both the contractor and the client prior to the commencement of any Work covered by the new change order. The order must describe the scope of the extra Work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments or completion date.

7.2 Advance Authorization. Client may not require Contractor to perform change order Work without providing written authorization prior to starting any Work covered by the change order. Failure to comply with this requirement does not preclude recovery of compensation by Contractor based on remedies designed to prevent unjust enrichment. Change orders will be agreed to using the form attached as Exhibit D, which is incorporated into this Contract by reference.

8. State Rebates; Financial Incentives. Client's Project may qualify for rebates provided by the State of California (the "State") and/or other financial incentives available through governmental programs or Client's local utility. The availability and amount of such financial incentives are constantly changing, and they often depend on specific characteristics of the Client, its tax situation and legal structure. This Contract is not conditioned on Client's ability to obtain any such financial incentives, and Contractor encourages Client to consult with its lawyer and accountant to determine the availability of such incentives. Any applicable rebates, tax credits and other available financial incentives will be obtained by and paid directly to the Client, unless otherwise agreed by Contractor and Client in writing. Client is responsible for the cost of satisfying any

eligibility criteria applicable to such rebates or financial incentives, as it is not included in the Contract Price.

9. Limited Warranty. Contractor's PV System Warranty is attached as Exhibit E. Contractor's warranty obligations are conditioned on Client first providing to Contractor prompt written notice of all claimed problems or defects. Contractor shall promptly make the necessary corrections or repairs to any Work covered by this warranty, including the repair of any Work damaged in making such corrections. This Warranty does not apply to any equipment supplied under this contract, which is covered by a separate manufacturer's warranty, including but not limited to the solar photovoltaic equipment (e.g., solar panels, inverters, optimizers, monitoring equipment, etc.). Client shall look exclusively to the manufacturer of any defective product which is covered by the manufacturer's warranty and Client agrees to take full advantage of such manufacturer's warranties. Contractor disclaims all other warranties, express and implied, including the warranties of merchantability and fitness for a particular purpose. Contractor does not make any representation or warranty concerning the kilowatt hour generation of the solar electric system, and Client acknowledges that the system's electricity generation can be influenced by many factors, many of which are outside the control of Client or Contractor (such as weather, panel soiling and increased shading impacts).

10. Mitigation of Damages/Right to Repair. Contractor works hard to avoid disputes. In an effort to productively resolve any disputes that do arise, Client agrees to provide Contractor written notice of any claimed defects within two weeks after discovery, together with a reasonable opportunity to investigate and repair the problem. Client's full compliance with these obligations is a condition precedent to pursuing the matter in arbitration or court against Contractor, its subcontractors or suppliers. If Client does not fully comply with these obligations, then Contractor will not be liable for any costs or damages which reasonably might have been mitigated or avoided by Client's compliance. Nothing in this section establishes any duty or obligation by Contractor beyond those provided elsewhere in this Contract.

11. Rights and Remedies.

11.1 Remedies. The duties, obligations, rights and remedies of Client and Contractor in this Contract shall be cumulative, in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law, unless otherwise indicated.

11.2 No Waiver. No action or failure to act by the Client or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval, or acquiescence in, any breach, except as may be specifically agreed to in writing or specified in this Contract.

11.3 Acts of God; Force Majeure. Contractor's performance of this Contract shall be excused during the term of any act of God, fire, casualty, flood, war, epidemic, labor unrest, inability to procure necessary equipment or materials, failure of public utilities or necessary government agencies or any other cause beyond Contractor's reasonable control. Contractor will proceed with the Work after the parties reach agreement concerning any resulting cost increases.

12. Termination.

12.1 Contractor's Termination Rights. Contractor may terminate performance of this Contract in the event that the Client should become insolvent or commit a material breach or default under this Contract, including, but not limited to, failure to timely pay undisputed amounts owed to Contractor, and failure to act in good faith to remedy the same within ten days after receipt of written notice of default from Contractor. Contractor shall be entitled to all damages incurred as a result of such termination, including, but not limited to, overhead and profit that would have been earned by Contractor and any subcontractors if the Project had been fully performed.

12.2 Client's Termination Rights.

12.2.1 For Cause. Client may terminate performance of this Contract for cause under the following circumstances if Contractor fails to act in good faith to remedy same within ten business days after receipt of written demand by the Client, or if the remedy would take more than 10 business days, fails to commence the remedy within 10 business days and promptly pursue such activities to completion: (i) Contractor becomes insolvent; (ii) Contractor refuses or neglects to supply a sufficient number of properly skilled workmen, tools, or material within Contractor's control; or (iii) Contractor commits a material breach of this Contract. Client shall pay Contractor for all Work performed as of the date of such termination for cause, including overhead and profit allocable to such Work performed.

13. Insurance. Contractor will maintain at the least the following minimum insurance coverage throughout the performance of this Contract and provide proof of insurance upon request:

13.1 General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate;

13.2 Automobile Liability: \$1,000,000 combined single limit; and

13.3 Workers Compensation & Employer's Liability: \$1,000,000 per accident for bodily injury or disease. The Contractor carries Worker's Compensation insurance for all employees.

Client's existing property insurance may provide coverage for loss or damage to the PV System during construction from various causes, including but not limited to, vandalism and adverse weather (like hail storms). Contractor encourages Client to evaluate this issue with its insurance broker and to obtain such coverage if it is not already provided by Client's existing insurance. Accordingly, Client bears the risk of loss for loss or damage to the PV System (or any component of it) during construction, and Contractor shall have no such liability, except to the comparative extent that such loss or damage is caused by Contractor's negligence.

14. Site Access and Rights of Way. Client will provide, no later than the date when needed by Contractor, access to the Project and Work to be performed. Any delay in the furnishing of such access to the Project and the Work will entitle Contractor to an equitable adjustment in the time of performance. Client will not directly or indirectly retain any other person or entity to provide services at the site of the Work during the time that Contractor is performing its Work if such services may in any way hinder Contractor's access to or performance of the Work, unless Client first obtains Contractor's prior consent.

15. Existing Conditions. Client has made known to Contractor, prior to receiving its estimate, all information Client is aware of regarding surface and subsurface conditions in the vicinity of the Project and the Work. Proper operation of the equipment purchased hereunder may be dependent upon Client's existing equipment, and Contractor has no liability for equipment not purchased under this Contract. Contractor will not be responsible for pre-existing conditions of any roof or for damage or problems arising from such pre-existing conditions which may be aggravated by normal traffic and material handling procedures on the roof associated with installing the equipment supplied under this Contract, except to the extent that Client's pre-existing roof was installed by Contractor.

16. Dispute Resolution. Any disputes arising out of or relating to this Contract shall be resolved first through mediation, which if unsuccessful, shall be followed by binding arbitration. Any party who fails to participate in mediation shall be denied recovery of attorney fees and costs even if they are the prevailing party in any subsequent arbitration. Mediation and arbitration shall be administered by the demanding party's choice of the American Arbitration Association (www.adr.org/) or JAMS (www.jamsadr.com) under their current rules. If either party refuses or fails to participate in arbitration after receiving notice, then the arbitrator shall make an award based on the evidence presented to him or her. The arbitrator shall award the prevailing party its fees and costs. Any arbitration award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In no event may arbitration be demanded on any claim after the applicable statute of limitation for commencing litigation has expired.

17. ARBITRATION OF DISPUTES.

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISIONS DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

I agree to arbitrate

DS
MO
Initial

SIGNATURE PAGE

CLIENT(S): 6/27/2023

CONTRACTOR: California Solar Innovators, Inc.
d/b/a CalSolar

DocuSigned by:
SIGNATURE: Markus Ogurek
E870E9C6A31E4E3...

SIGNATURE: Jordan Jones

PRINT NAME: Markus Ogurek

PRINT NAME: Jordan Jones

SIGNATURE: _____

TITLE: CEO

PRINT NAME: _____

DATE: 06/27/2023

**FCI CONSTRUCTION, INC.**

421 CASTRO STREET / MOUNTAIN VIEW, CA 94041
650/694.2800 PH / 650/694.2805 FAX
LIC. # 659420

Underground Improvements Estimate

DATE: Sept 18, 2023
OWNER: Markus Ogurek
PROJECT ADDRESS: 450 Golden Oak Drive
Portola Valley, CA 94028

SCOPE OF WORK TO BE PERFORMED:

GENERAL

Install PG&E trench and conduit from utility to pole at Golden Oak Drive to Electrical main mounted to house. This estimate utilized information and recommendations from the Sept. 2017 Geotechnical Investigation by Murray Engineers Inc. In addition, two test pits were dug with hand tools at the approximate location of the trench to determine the depth of bedrock. Bedrock was encountered at 17" and 26" at the two test pits and hand tools could not penetrate the bedrock. This estimate assumes Trenching with a 6' wide Mini-excavator and an 18" bucket where fill or colluvium is present. At bedrock, a hydraulic jackhammer attachment will be used to break the rock up and the 18" bucket to remove the rock. The rock cannot be used for backfill per the geotechnical report or the PG&E Greenbook, so all rock will be removed and colluvium used as backfill where allowed.

TREE PROTECTION:

Tree protection will be provided along the drip line of adjacent trees except for a 12' wide corridor required for the trench, the spoils and heavy equipment access. The owner to indemnify and hold harmless FCI Construction Inc. for any damage to trees for work occurring within the 12' wide corridor required for the work. In addition, since trees on the neighbor's property are also potentially impacted, Owner is responsible for obtaining a release of liability from the neighbor for any trees on their property with driplines overhanging the area of work. Trees that are within the area of work will need to be removed and stumps ground by others.

EROSION CONTROL & BMP

Erosion control will be provided by a downslope silt fence and bio-swale installation. All loose soil will be tarped and weighted to minimize runoff.

TRENCH

The trench will meet PG&E standards and be 18" wide and 38-54" deep. The trench will be covered before PG&E inspections for safety with 3/4" plywood on site and with 1" steel plates within the Golden Oak right-of-way during the construction process. 2" d. of PG&E sand will be installed before the conduit and two 3" d. schedule 40 electrical conduit with schedule 80 risers for the electrical, and two 2" schedule 40 conduits will be installed for telephone and cable. 12" of PG&E Sand will be installed over the conduit. Native soil backfilled to 90% over

the remainder of the trench except at the Golden Oak right-of-way, where Town of Portola Valley standards shall be utilized. See attached sketch for approximate trench location and PG&E typical trench detail.

SIDEWALK

The aggregate sidewalk adjacent to the house will need to be cut out and replaced to allow the new conduits to reach the house. Six foot section will be saw-cut and removed. The location will be excavated 12” deep and the new slab will be underlain with 12” d. of base rock per the geotechnical report. A six inch slab with #5 rebar 18” O.C. each way will be installed. The concrete and aggregate will likely vary from the existing due changes in material availability.

RETENTION

At the steep rock slope adjacent to the house, excavation and backfill will destabilize the existing slope. A 4’ high concrete landscape wall will need to be poured at this location to keep the backfill from eroding away. A 4” perforated drain surrounded by crushed rock and filter fabric will be installed.

TEMPORARY FACILITES

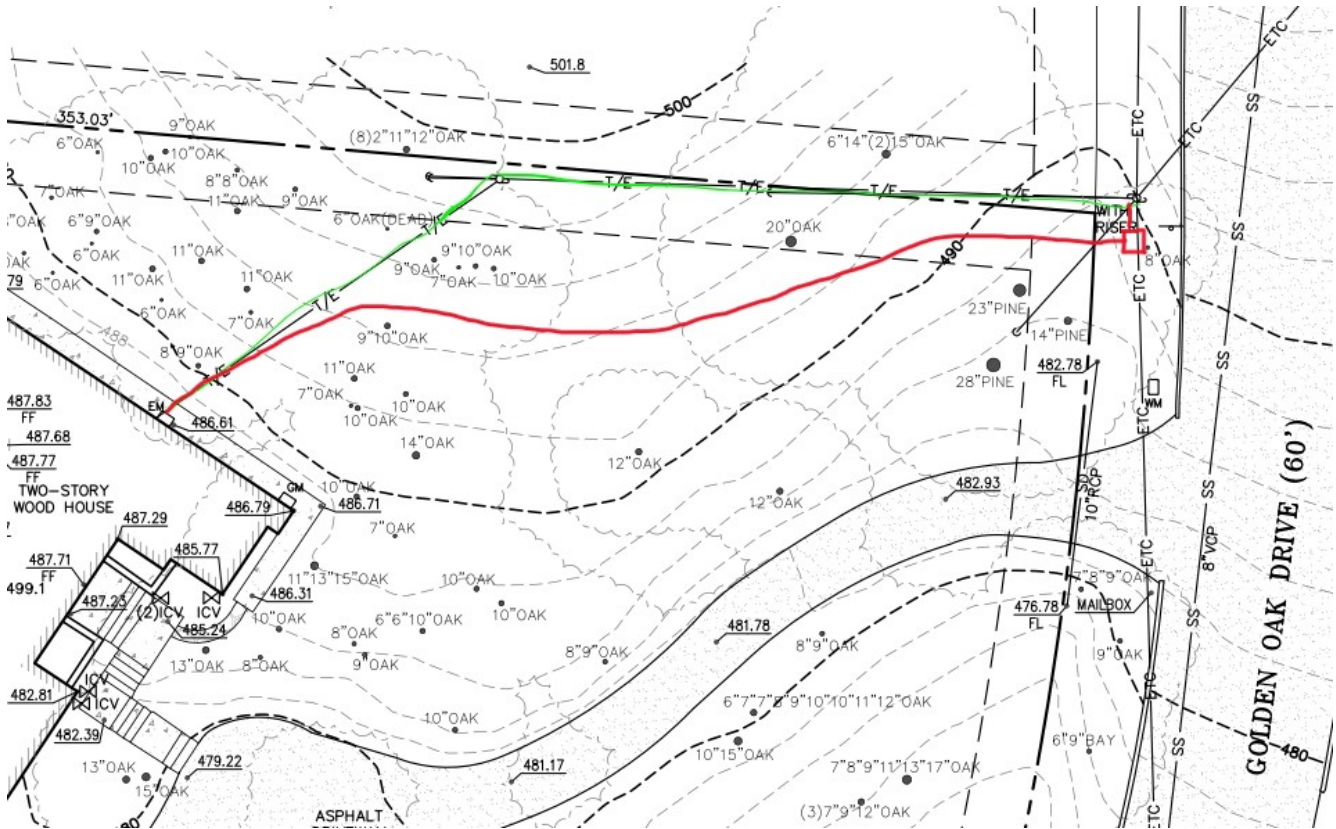
A temporary toilet will be placed for workers. No temporary fencing will be installed except that used for tree protection.

PG&E COSTS

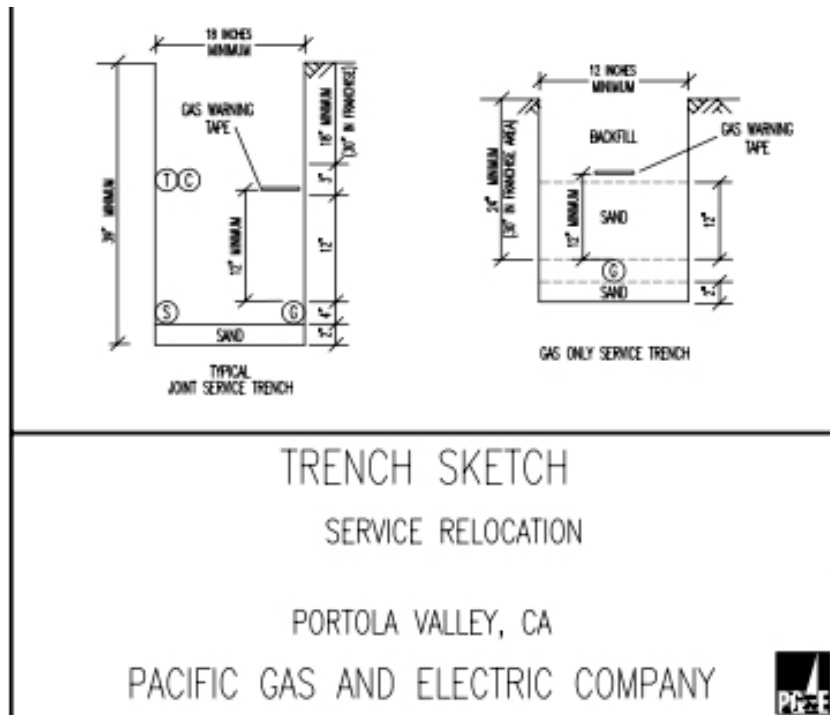
PG&E costs have been estimated at \$37,500 based on recent projects. That cost has been put in as an allowance, so if actual fees are higher or lower the cost shall be adjusted.

Description	Cost	Description	Cost
Tree Protection	\$7,150	Right-of way work	\$8,250
Erosion Control & BMP	\$8,600	PG&E Junction Box at street	\$4,810
Excavation- Soil	\$15,760	Retaining Wall, 4' h. and 6' l.	\$8,430
Excavation- Rock	\$26,500	PG&E fees (Allowance)	\$37,500
Off haul rock	\$12,565	Temp. Toliet	\$3,465
Disposal fees- rock	\$4,650	Permit- App & Admin.	\$3,120
Trench Covers	\$9,310		
Sidewalk remove & dispose	\$6,680	Total:	\$262,071
Sidewalk, base and pour.	\$11,870		
PG&E Sand, 2" pre- 12" post	\$6,841		
Conduit, pull line, mandrel test	\$12,350		
Backfill, compaction	\$74,220		

This Estimate is valid for 90 days from the date above.



Approximate Trench location shown in red above. 193 LF +/-



Typical trench detail, PG&E

450 Golden Oak Drive Portola Drive Arborist Report 2023



Prepared For:

Markus Ogurek

markus.ogurek@outlook.com

Site: 450 Golden Oak Drive
Portola Valley CA



Submitted by:

David Beckham

Certified Arborist

WE#10724A

TRAQ Qualified



DAVID BECKHAM
WE#10724A



DAVID BECKHAM
WE#10724A

KIELTY

ARBORISTS SERVICES LLC

Certified Arborist WE#10724A TRAQ Qualified
P.O. Box 6187 San Mateo, CA 94403
650-532-4418

Date: 10/2/23

Attn: Markus Ogurek

Site: 450 Golden Oak Drive, Portola Valley CA

Subject Re: Upgrading PG&E to Underground and Potential Impacts on Trees

Dear Mr. Ogurek,

At your request, Kielty Arborists Services LLC has visited the property referenced above to evaluate the trees present concerning the required undergrounding of the electrical line. The report below contains the analysis of the site visit.

SUMMARY

15 trees on the property are close to the area where the electrical line would be undergrounded. 13 out of the 15 trees are protected (#2-6 & #8-15). At this time no trees are proposed for removal; however, Monterey pine tree #1 and coast live oak tree #7 are dead and recommended for removal. Both trees recommended for removal are not protected in the town of Portola Valley and no permit is required. The remaining trees are in fair condition. The required undergrounding of the electric lines will be detrimental to the health and stability of the trees. The needed trenching to underground the line would take place within the critical root zone of the trees where roots are needed for stability, water uptake, and nutrient absorption. These trees would be expected to decline, die, and possibly fail due to the need to trench within the critical root zone of the trees.

ASSIGNMENT

At the request of Markus Ogurek, Kielty Arborists Services LLC conducted a site visit on 9/19/23 to prepare a comprehensive Tree Inventory Report for the trees near the proposed undergrounding of the electrical line. Your concerns as to the future health and safety of the trees due to the proposed work have prompted this site visit. The analysis in this report is based on the provided sketch on the topographic survey showing where the line would need to be placed. The primary focus of this report is as follows:

- Identification and assessment of trees on the site that may be affected by the proposed undergrounding of the electrical line.
- Determination of potential impacts on tree health and stability, considering factors such as root damage and crown damage.
- Ensuring compliance with local regulations regarding preservation and tree protection,

Please note that the report will provide specific details regarding tree assessments, impacts, and preservation measures.

INTRODUCTION

According to our past communications with town staff, the town of Portola Valley requires the following tree-reporting elements for development projects:

1. Inventory of all trees over 4” inches in diameter near the proposed work.
2. Map of tree locations.

LIMITS OF THE ASSIGNMENT

As part of this assessment, it is important to note that Kielty Arborists Services LLC did not conduct an aerial inspection of the upper crown, a detailed root crown inspection, or a plant tissue analysis on the subject trees. Therefore, the information presented in this report does not include data obtained from these specific methods.

Furthermore, it is essential to clarify that no tree risk assessments were completed as part of this report unless stated otherwise. The focus of this assessment primarily centers on tree identification, general health evaluation, and the potential impacts of the proposed construction.

While the absence of these specific assessments limits the scope of the analysis, the findings and recommendations provided within this report are based on available information and observations made during the site visit.

PURPOSE & USE OF THE REPORT

This report informs tree management decisions for the construction project and provides recommendations to maximize tree survival. It serves as a valuable resource for stakeholders, facilitating informed discussions and sustainable tree management practices.

TESTING & ANALYSIS

To assess the trees, a thorough examination was conducted using a variety of methods. For trees with accessible trunks, precise measurements of the Diameter at Breast Height (DBH) were taken using a specialized diameter tape measure. In cases where the trunks were not readily accessible, visual estimations were employed to determine the DBH. As part of the inventory process, all trees exceeding a specific DBH threshold of 4” inches in diameter within the area of proposed work were included.

To evaluate the health of the trees, multiple factors were considered, including their overall appearance and our team's extensive experiential knowledge of each species. This holistic approach ensured a comprehensive understanding of the tree's well-being.

To accurately document the location of each tree, a GPS smartphone application was utilized during the data collection process. This enabled us to create detailed maps that are included in this report. However, it is important to note that despite our efforts to minimize errors, inherent limitations of GPS data collection, coupled with slight discrepancies between GPS data and

CAD drawings, may result in approximate tree locations depicted on the map. To perform this assessment, a site visit was conducted on 9/19/23. During this visit, meticulous observations and high-quality photographs were obtained to provide a comprehensive analysis. By thoroughly analyzing these plans to underground the electrical line in conjunction with our field observations, we have developed an accurate and reliable assessment of the tree conditions.

METHOD OF INSPECTION

The inspections were conducted from the ground without climbing the trees. No tissue samples or root crown inspections were performed. The trees under consideration were identified based on the provided site plan. To assess the trees, their diameter at 54 inches above ground level (DBH or diameter at breast height) was measured using a D-Tape. Additionally, the protected trees were evaluated for their health, structure, form, and suitability for preservation with the following explanation of the ratings:

Evaluation Fields:

Tree Tag #:

- Identification number for individual trees.

Protected Tree:

- Specifies whether the tree is protected by the city or county ordinance.

Preserve or Remove:

- Indicates the recommended action based on the tree's condition.

Common Name / Scientific Name:

- Specifies the name of the tree, both in common terms and scientific nomenclature.

Trunk (in.):

- Measures the primary trunk's diameter at the required height.

If more than 1 Trunks, Total Diameter:

- If the tree has multiple trunks, this field indicates the combined diameter of all trunks.

Six Times the Diameter (ft.), Eight Times the Diameter (ft.), Ten Times the Diameter (ft.):

- Provides calculations based on the diameter to assist in various tree protection requirements.

Height (ft.) / Canopy Spread (ft.):

- Measures both the height of the tree and the spread of its canopy.

Tree Health Ratings:

- **Good:** The tree displays vigorous growth with normal-sized, shaped, and colored foliage. The canopy density is between 90-100%, with minimal to no dead wood, minor or no pest infestation, and little to no decay. The tree is expected to have a natural lifespan.
- **Fair:** The new growth shoots may be shorter than expected, and the canopy density ranges from 60-90%. Some small branch dieback, noticeable pest infestation, and/or decay may be present. Although the tree is not currently in decline, external factors such as construction impacts, increased pest pressure, or drought may affect its health.
- **Poor:** The tree exhibits little to no new growth and significant dieback. The foliage may be undersized, distorted, yellowed, or display abnormal colors. The canopy density is 20-60% or less, with substantial dead wood, pest infestation, or decay. The tree is not expected to reach its natural lifespan.

Tree Structure Ratings:

- Good: Minor structural flaws can be addressed through pruning. The tree has an upright trunk with a single leader or can be easily trained to have one. Scaffold branches are smaller than the leader, attached to the trunk at angles approaching 45 degrees, and well-spaced vertically and radially. No included bark or signs of previous branch failures. Foliage is evenly distributed on the limbs, and the canopy is symmetrical or mostly symmetrical.
- Fair: Some structural flaws cannot be corrected through pruning. The tree may have multiple trunks or leaders, a slight lean, branches attached at angles less than 30 to 10 degrees, and/or crowding on the trunk. Included bark, previous branch failures, or end-heavy limbs may be present, and some asymmetry in the canopy may be observed.
- Poor: Significant structural flaws that cannot be addressed through pruning are evident. There may be significant dead wood or decay, multiple trunks or leaders, crowded branches on the trunk, significantly included bark, previous branch failures, and/or asymmetry. The tree may also exhibit a precipitous lean, indicating potential hazard.

Tree Form Ratings:

- Good: The tree's form is nearly ideal for its species, with minor asymmetries or deviations that do not compromise function or aesthetics. It aligns with the intended use and is consistent with the landscape.
- Fair: The tree's form displays major asymmetries or deviations from the species norm and/or intended use. This compromises function and/or aesthetics.
- Poor: The tree's form is largely asymmetric or abnormal, significantly detracting from the intended use and aesthetics. It is visually unappealing and provides little to no function in the landscape.

Suitability for Preservation (for protected trees only):

This rating is based solely on the tree itself, irrespective of potential construction impacts.

- Good: The tree is currently an asset to the landscape and can be expected to survive minor to moderate construction impacts with adequate protection.
- Fair: The tree contributes to the landscape and may benefit from pruning or other maintenance activities. It should survive minor construction impacts with adequate protection, and implementing protective measures is recommended unless construction impacts are extensive.
- Poor: The tree does not contribute to the landscape and is in poor health, potentially posing hazards. It is not expected to survive any construction impacts. Some trees with poor viability may be retained if they will not be impacted by construction.

Overall Condition Ratings:

The trees were assigned a condition rating based on a combination of existing tree health, tree structure, and tree form using the following scale:

- 1-29: Very Poor
- 30-49: Poor
- 50-69: Fair
- 70-89: Good
- 90-100: Excellent

Comments:

- Any additional notes or observations about the tree.









Tree Picture:








- A photograph of the tree for visual assessment and record-keeping.

Appraised Value:

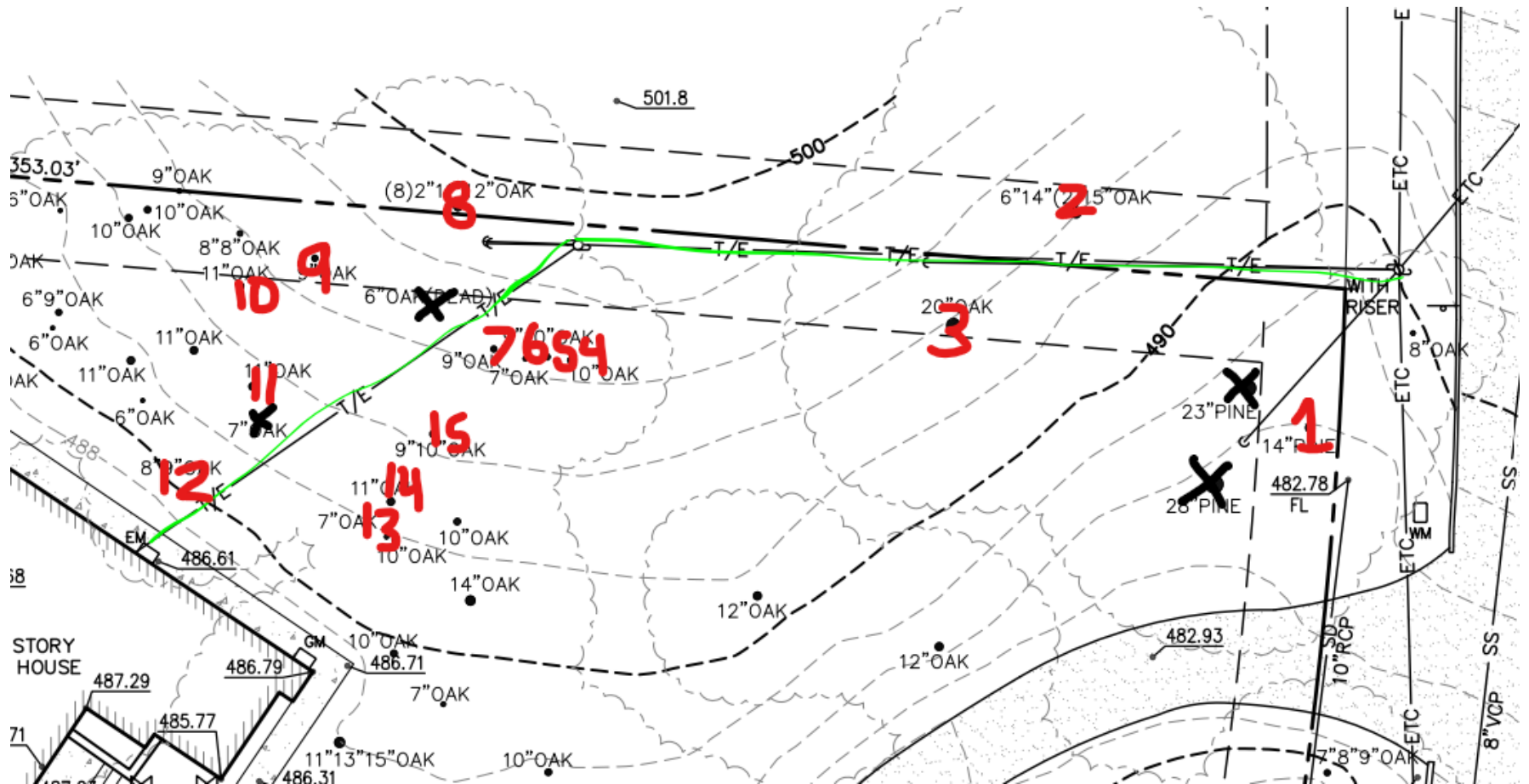
- An unbiased estimate of the tree's worth is performed in accordance with the current edition of the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers.

It's important to note that not all fields may be provided for every tree. Some might be left blank due to various reasons, such as lack of accessibility to the tree, incomplete data, or the parameter not being applicable for a particular tree.

Tree Tag #	Protected Tree	Preserve or Remove	Common Name / Scientific Name	Trunk (in.)	Height (ft.) / Canopy Spread (ft.)	Health Rating	Structural Rating	Form Rating	Suitability for Preservation	Overall Condition (0-100%)	Comments	Tree Picture #1
1	No	(R)	Monterey pine <i>(Pinus radiata)</i>	14	40/20	Poor	Poor	Poor	Poor	0	Dead tree	
2	Yes	(P)	Coast Live Oak <i>(Quercus agrifolia)</i>	16-16-15	35/50	Fair	Poor	Poor	Fair	50	Codominant at grade, die back from Diplodia, and in other insects	
3	Yes	(P)	Coast Live Oak <i>(Quercus agrifolia)</i>	21.6	45/35	Fair	Poor	Fair	Fair	55	Large leader failure in past at 6 feet, codominant at 6 feet	
4	Yes	(P)	Blue oak <i>(Quercus douglasii)</i>	10.8	30/20	Fair	Fair	Fair	Fair	65	Suppressed by trees number five through seven, minor deadwood.	
5	Yes	(P)	Coast Live Oak <i>(Quercus agrifolia)</i>	14	20:20	Fair	Fair	Fair	Fair	65	Suppressed by trees four through six, codominant at 3 feet	
6	Yes	(P)	Blue oak <i>(Quercus douglasii)</i>	9	30/15	Fair	Fair	Fair	Fair	50	Minor deadwood, suppressed	
7	No	(R)	Coast Live Oak <i>(Quercus agrifolia)</i>	9.8	15/8	Poor	Poor	Poor	Poor	0	Dead tree	
8	Yes	(P)	Coast Live Oak <i>(Quercus agrifolia)</i>	12-12-12	30/40	Good	Fair	Fair	Fair	65	Codominant at grade, Dominant Tree	

Tree Tag #	Protected Tree	Preserve or Remove	Common Name / Scientific Name	Trunk (in.)	Height (ft.) / Canopy Spread (ft.)	Health Rating	Structural Rating	Form Rating	Suitability for Preservation	Overall Condition (0-100%)	Comments	Tree Picture #1
9	Yes	(P)	Blue oak <i>(Quercus douglasii)</i>	9.8	35/20	Fair	Fair	Fair	Fair	60	Minor deadwood leans into property	
10	Yes	(P)	Coast Live Oak <i>(Quercus agrifolia)</i>	12	20/12	Fair	Fair	Fair	Fair	60	Suppressed	
11	Yes	(P)	Blue oak <i>(Quercus douglasii)</i>	14	40/25	Fair	Fair	Fair	Fair	65	Minor deadwood in canopy	
12	Yes	(P)	Blue oak <i>(Quercus douglasii)</i>	13.5	30/30	Fair	Fair	Fair	Fair	65	Codominant at 4 feet, grows over home, edge of slope, retaining wall will be needed near tree	
13	Yes	(P)	Blue oak <i>(Quercus douglasii)</i>	11	40/30	Fair	Fair	Fair	Fair	60	Minor deadwood in canopy, codominant at 20 feet	
14	Yes	(P)	Blue oak <i>(Quercus douglasii)</i>	11	30/30	Fair	Fair	Poor	Fair	55	Suppressed, grows towards home	
15	Yes	(P)	Blue oak <i>(Quercus douglasii)</i>	12-10	40/35	Fair	Fair	Fair	Fair	60	Codominant at grade, dominant tree, minor deadwood	

TREE MAP



Showing tree locations, trees with X on plan are previously removed trees, the green line represents the trench to underground the line

Heritage And Protected Trees Defined:

Coast Live Oak (<i>Quercus agrifolia</i>)	36"	11.5"
Black Oak (<i>Quercus kelloggii</i>)	36"	11.5"
Valley Oak (<i>Quercus lobata</i>)	36"	11.5"
Blue Oak (<i>Quercus douglasii</i>)	16"	5"
Coast Redwood (<i>Sequoia sempervirens</i>)	54"	17.2"
Douglas Fir (<i>Pseudotsuga menziesii</i>)	54"	17.2"
California Bay Laurel		
(<i>Umbellularia californica</i>)	36"	11.5"
(If multiple trunks, measurements pertain to largest trunk)		
Big Leaf Maple (<i>Acer macrophyllum</i>)	24"	7.6"
Madrone (<i>Arbutus menziesii</i>)	24"	7.6"

PROJECT PLAN REVIEW

The proposed undergrounding of the electrical line would be taking place within the tree protection zones (TPZ) of trees #1-15. The Tree Protection Zone (TPZ) refers to a radius spanning from the external surface of the trunk measured at 54 inches above grade. It is possible to find many, but certainly not all, of the tree's roots in this area, which are essential for its biological functioning and structural stability. The TPZ is determined by multiplying the diameter of the trunk by ten ($10 \times \text{DBH} / 12$). The needed trench to install the underground utility line would result in significant root loss for trees #1-15. When a significant portion of the root system is damaged or lost, it can lead to:

- a. **Reduced Nutrient Uptake:** With fewer functional roots, the trees may struggle to absorb essential nutrients and water from the soil, leading to stunted growth and a weakened state.
- b. **Stability Issues:** The loss of anchoring roots can compromise the structural stability of the trees, making them more susceptible to uprooting during storms or adverse weather conditions.
- c. **Health Decline:** Over time, the stress caused by root loss can lead to overall health decline, making the trees more vulnerable to diseases and pests.

Also, many nesting bird nests were observed in the canopy of the trees and may have an impact on wildlife as well. A retaining wall would be needed near tree #12 due to the excavation and slope. This would raise the need to remove the tree. The 16 trees were appraised and have a total appraised value of \$193,430. The loss of the trees is unacceptable by the owner's standards and the owner would like to retain the trees.

Recommendations:

I strongly recommend reconsidering the plan to underground the electrical line within the vicinity of trees #1-15. After a careful assessment of the project's potential impacts on the environment and wildlife, as well as the long-term consequences for the trees, I believe that the idea of undergrounding the utility line should be abandoned. Here are some key factors to consider:

Tree Preservation: The proposed undergrounding of the electrical line would require extensive excavation within the Tree Protection Zones (TPZs) of trees #1-15. This excavation would undoubtedly result in significant root damage, which is detrimental to the health and stability of these trees. The loss of mature trees can have long-lasting environmental and aesthetic consequences for the community.

Wildlife Habitat: It has come to our attention that there are nesting birds in the trees near the work area. Disturbing these trees through excavation and construction activities would disrupt the habitat of these birds, potentially causing harm to their nests and young. Protecting and preserving local wildlife is a crucial consideration in any development project.

Tree #12 Removal: The undergrounding of the electrical line may necessitate the removal of tree #12 to make way for a retaining wall. This removal would not only impact the ecological balance but also the aesthetic appeal of the area. Mature trees contribute significantly to the visual character and overall charm of the landscape.

Long-Term Benefits: Preserving mature trees and local wildlife not only contributes to the well-being of the community but also enhances property values and fosters a sense of pride and connection with the natural surroundings. These long-term benefits should be considered when evaluating the project's feasibility.

In conclusion, I urge you to consider the environmental and ecological implications of the proposed undergrounding of the electrical line. By abandoning this plan in favor of alternative solutions that prioritize tree preservation and wildlife habitat, we can create a win-win situation that benefits both the community and the natural environment. I am available to discuss these recommendations further and collaborate on finding a sustainable solution that aligns with the town's goals.

I hereby certify that all the statements of fact in this report are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

David Beckham David Beckham - October 2nd, 2023

The appraised value of trees #1-15

Tree Tag #	Protected Tree	Preserve or Remove	Common Name / Scientific Name	Trunk (in.)	Ten Times the Diameter in (ft.)	Appraised Value
1	No	(R)	Monterey pine (<i>Pinus radiata</i>)	14	11.7	\$700
2	Yes	(P)	Coast Live Oak (<i>Quercus agrifolia</i>)	16-16-15	39.2	\$62,550
3	Yes	(P)	Coast Live Oak (<i>Quercus agrifolia</i>)	21.6	18.0	\$15,070
4	Yes	(P)	Blue oak (<i>Quercus douglasii</i>)	10.8	9.0	\$4,950
5	Yes	(P)	Coast Live Oak (<i>Quercus agrifolia</i>)	14	11.7	\$7,830
6	Yes	(P)	Blue oak (<i>Quercus douglasii</i>)	9	7.5	\$2,970
7	No	(R)	Coast Live Oak (<i>Quercus agrifolia</i>)	9.8	8.2	\$700
8	Yes	(P)	Coast Live Oak (<i>Quercus agrifolia</i>)	12-12-12	30.0	\$47,870
9	Yes	(P)	Blue oak (<i>Quercus douglasii</i>)	9.8	8.2	\$3,930
10	Yes	(P)	Coast Live Oak (<i>Quercus agrifolia</i>)	12	10.0	\$5,540
11	Yes	(P)	Blue oak (<i>Quercus douglasii</i>)	14	11.7	\$7,830
12	Yes	(P)	Blue oak (<i>Quercus douglasii</i>)	13.5	11.3	\$7,330
13	Yes	(P)	Blue oak (<i>Quercus douglasii</i>)	11	9.2	\$4,770
14	Yes	(P)	Blue oak (<i>Quercus douglasii</i>)	11	9.2	\$4,430
15	Yes	(P)	Blue oak (<i>Quercus douglasii</i>)	12-10	18.3	\$16,960
						\$193,430

ASSUMPTIONS AND LIMITING CONDITIONS

- **Legal Descriptions and Titles:** The consultant/arborist assumes the accuracy of any legal description and titles provided. No responsibility is assumed for any legal due diligence. The consultant/arborist shall not be held liable for any discrepancies or issues arising from incorrect legal descriptions or faulty titles.
- **Compliance with Laws and Regulations:** The property is assumed to be in compliance with all applicable codes, ordinances, statutes, or other government regulations. The consultant/arborist is not responsible for identifying or rectifying any non-compliance.
- **Reliability of Information:** Though diligent efforts have been made to obtain and verify information, the consultant/arborist is not responsible for inaccuracies or incomplete data

provided by external sources. The client accepts full responsibility for any decisions or actions taken based on this data.

- **Testimony or Court Attendance:** The consultant/arborist has no obligation to provide testimony or attend court regarding this report unless mutually agreed upon through separate written agreements, which may incur additional fees.
- **Report Integrity:** Unauthorized alteration, loss, or reproduction of this report renders it invalid. The consultant/arborist shall not be liable for any interpretations or conclusions made from altered reports.
- **Restricted Publication and Use:** This report is exclusively for the use of the original client. Any other use or dissemination, without prior written consent from the consultant/arborist, is strictly prohibited.
- **Non-disclosure to Public Media:** The client is prohibited from using any content of this report, including the consultant/arborist's identity, in any public communication without prior written consent.
- **Opinion-based Report:** The report represents the independent, professional judgment of the consultant/arborist. The fee is not contingent upon any predetermined outcomes, values, or events.
- **Visual Aids Limitation:** Visual aids are for illustrative purposes and should not be considered precise representations. They are not substitutes for formal engineering, architectural, or survey reports.
- **Inspection Limitations:** The consultant/arborist's inspection is limited to visible and accessible components. Non-invasive methods are used. There is no warranty or guarantee that problems will not develop in the future.

ARBORIST DISCLOSURE STATEMENT

Arborists specialize in the assessment and care of trees using their education, knowledge, training, and experience.

- **Limitations of Tree Assessment:** Arborists cannot guarantee the detection of all conditions that could compromise a tree's structure or health. The consultant/arborist makes no warranties regarding the future condition of trees and shall not be liable for any incidents or damages resulting from tree failures.
- **Remedial Treatments Uncertainty:** Remedial treatments for trees have variable outcomes and cannot be guaranteed.
- **Considerations Beyond Scope:** The consultant/arborist's services are confined to tree assessment and care. The client assumes responsibility for matters involving property boundaries, ownership, disputes, and other non-arboricultural considerations.
- **Inherent Risks:** Living near trees inherently involves risks. The consultant/arborist is not responsible for any incidents or damages arising from such risks.
- **Client's Responsibility:** The client is responsible for considering the information and recommendations provided by the consultant/arborist and for any decisions made or actions taken.

The client acknowledges and accepts these Assumptions and Limiting Conditions and Arborist Disclosure Statement, recognizing that reliance upon this report is at their own risk. The consultant/arborist disclaims all warranties, express or implied.

CERTIFICATION

I hereby certify that all the statements of fact in this report are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

David Beckham

David Beckham - October 2nd, 2023

Signature of Consultant



Subject: FW: 450 GOLDEN OAK DR PORTOLA VALLEY - NOTIFICATION# 126499318
Date: Wednesday, August 9, 2023 at 4:31:04 PM Pacific Daylight Time
From: Corrine Sawyer
To: Markus Ogurek
CC: Andre Laines
Attachments: Residential Electric Load Request.pdf, Invoice for SO #0041424299 - 450 GOLDEN OAK DR.pdf

Markus,

Here is the email I received from our PG&GE representative. I see he is requesting some design plans/drawings. I just spoke with Andre and he will work on that this week. Basically, he will need to complete your design package to provide him with the SLD and elevation drawings he requested.

It looks like he wants a little more information on your Tesla, can you provide that?

Classification: Public

Hello Corrine,

I have been assigned your project as a representative of our Service Planning and Design Department and will be your primary point of contact going forward. I look forward to partnering with you to achieve your project goals.

To get started, we need the following information to proceed with a job package for design and estimating:

Electric Required Docs:

1. Scalable Site Plans – Clearly indicating the existing and proposed Electric Panel Locations
(if available)
2. Scalable Utility Plans – Clearly indicating all Utilities, Water, Sewer, Gas, Electric, Phone, etc.
(if available)
3. Scalable Elevation Plans – Clearly indicating the existing and proposed Electric Panel Locations
(if available)

4. Single Line Diagram (required if project requires more than one meter and/or new service requested is 400 amps or greater)

* Confirm if this is a 100% rated 400 amp panel or a residential 320 amp continuous panel?

5. Electric Loads Form (Attached) – All fields required

6. Any additional load information (EV chargers, solar, appliance specs, etc.)

7. How many kW is the Tesla Model 3?

Additionally, I have attached an engineering advance for this project that will be applied towards the final cost of the project; the final cost is determined once engineering is complete. Once this is addressed, I'll be able to schedule a site visit and collect all necessary information and documentation for engineering.

What to Expect Next:

Once we gather all of the necessary information and documentation, your project will move into the design and estimating phase. You or your contractor could be asked to provide additional information such as:

- * City or County Permits
- * Load requirements for the electrical equipment you plan to install
- * Site plan and/or single line drawings
- * Utility Plans that clearly illustrate all existing and proposed wet and dry facilities
- * Site pictures
- * Scheduling a site visit, if necessary

Below are our estimated project timelines (the project will only advance to the next steps once all required items are received and confirmed necessary information is included):

- * Representative Compilation of Project Package: 1-3 Months
- * Design & Estimating (Gas & Electric): 6-8 Months
- * Construction: 5-6 Months

**Please note, our current timelines above are listed as of today's date and are subject to change.

[Building and Renovation Services New Electric Service Power from Overhead Lines](#)

[\(pge.com\)](#) (overhead electric project process outline)

[Building and Renovation Services New Electric Service Power from Underground Lines](#)

[\(pge.com\)](#) (underground electric project process outline)

[Building and Renovation Services - Project Cost Range | PG&E \(pge.com\)](#) (general costs associated with projects)

We look forward to hearing back and working together to execute your project needs.

PLANNING COMMISSION**SEPTEMBER 6, 2023****Hybrid Meeting – In Person and via Zoom****CALL TO ORDER AND ROLL CALL**

Chair Goulding called the Planning Commission special hybrid, in person and via Zoom, meeting to order at 7:00 p.m. Planning & Building Director Russell called the roll.

Present: Planning Commissioners: Brothers, Kopf-Sill, Krashinsky; Chair Goulden
 Absent: Vice Chair Targ
 Town Staff: Laura Russell, Planning & Building Director; Thomas Geisler, Development Review Technician; Catherine Engberg, Interim Town Attorney

ORAL COMMUNICATIONS

Time: 00:01:02

Karen Askey, Parks and Recreation Commissioner speaking on behalf of herself, reported the Town had an inadequate amount of recreational facilities and that would continue to intensify as the population increased. In the recent Housing Element Initial Study/Mitigated Negative Declaration (IS/MND) the Parks and Recreation Commission strongly disagreed that there would be less than a significant impact on the Town's recreational facilities. The IS/MND did not address recreational facilities or parking. While the Town had many open spaces and trails, those did not cater to all ages. The Parks and Recreation Commission requested the Planning Commission consider enacting a new ordinance that required large development projects to dedicate a portion of land for recreation space that served the entire community. Also, that large developments be required to pay a maintenance cost to cover the facilities. She requested the Planning Commission hold a study session to discuss the matter further.

[unknown female speaker] shared that the Hawthorns were considering placing parking along Alpine Road and were concerned about having parking along a scenic corridor. She expressed concerns about the constraint Karen Vahtra had with meeting with the public. She requested at least five members of various Town Committee members or volunteers from Portola Valley meet with her now instead of later in the process.

Commissioner Krashinsky acknowledged that Carolina Vertongen was correct in the last meeting that the minutes should be corrected to say "Portola Valley Building Department" instead of "ABAG" in her comment. He understood it was not the Commission's practice to make changes to the minutes based on public comments but suggested allowing the public to email him their comments. Then he could reference the recording and suggest changes where appropriate.

Chair Goulding recommended Commissioner Krashinsky discuss the item offline because it was not agendaized. Commissioner Krashinsky agreed.

Commissioner Krashinsky shared he tested the Commission's email address and noticed that the email did go through but it went towncenter.net instead. He was working with Staff to correct the problem. Planning & Building Director Russell explained the email on the website was a generic Planning Commission email and historically any email was forwarded by the Town Clerk to herself. As large projects come through the Town, those projects are assigned a project email to allow Staff to collect the batches of emails. She acknowledged there had been a lot of employment changes in the Clerk's Office and agreed the process had been faulty. She encouraged the Commission to discuss in the future how to handle emails that are submitted that do not pertain to any specific item.

NEW BUSINESS

Time: 00:13:50

(1) Implementation of SB330 – Feedback for Committee of Committees Meeting

Chair Goulding shared the Commission was invited to attend a Committee of Committee's meeting to discuss the topic together as well. If the public wanted to share their comments with the Commission, those comments would be shared at the meeting as well as the Commission's recommendation.

Planning & Building Director Russell reported Senate Bill 330 (SB330) went into effect several years ago and was known as the Housing Crisis Act of 2019. While SB330 covered many things, the focus of the Commission's meeting was to talk about the limit of public meetings that could be held for a housing project.

With respect to the basic framework of SB330, Planning & Building Director Russell reported the limit was five meetings per housing development project. A Hearing was defined as "any kind of public meeting, including advisory bodies, decision-making bodies, or subcommittees". Included were study sessions/preliminary meetings and appeal hearings. Not included were developer-sponsored meetings or legislative hearings. She shared that the Town's Trails Committee, Bicycle Pedestrian Traffic Safety (BPTS), Conservation Committee, Architectural & Site Control Commission (ASCC), Subdivision Committee, Planning Commission and Town Council were the bodies that routinely reviewed housing projects with subdivision. There may be multiple meetings with each group per project.

Regarding the Subdivision Committee, she explained it was rarely convened. That body was made up of the Town Planner, Town Engineer, Town Geologist, Building Official, Fire Chief, County Environmental Health, Town Historian, a member of the ASCC, a member of the Conservation Committee, and a member of the Tails Committee. Per the Town's Code, the members must convene and discuss a housing development project with subdivision. Even though they all play a separate role in reviewing the project outside of the Subdivision Committee.

Commissioner Brothers inquired what constituted a subdivision that triggered the convening of the Subdivision Committee. Planning & Building Director Russell explained if a project increased the amount of developable properties triggered the Committee. The Committee was convened for the Stanford Housing Project, but prior to that, it was convened for the Blue Oaks Project.

Planning & Building Director Russell asked the Commission to discuss how to allocate the five meetings. Should any meetings be removed, should meetings be grouped, and how so, and should some bodies have multiple reviews? She shared three possible options and each option reserved the fifth meeting to be for the Town Council in case of an appeal or a final decision. She noted that the Town was moving towards Objective Standards and there would be less discretionary design review.

Planning & Building Director Russell reminded that State Law was very complex, it had nuances and exceptions, and staff was seeking a general approach.

Time:00:27:24

Chair Goulding opened the floor for Commissioners to ask questions of Staff.

Commissioner Kopf-Sill asked if S330 applied to a two-story house or only a multi-family development. Planning & Building Director Russell answered it applied to single-family development and multi-family. She recommended the Commission and the Committee of Committees focus its discussions on large housing development projects.

Commissioner Kopf-Sill asked when SB330 would go into effect and Planning & Building Director Russell restated it had been in effect for several years now.

DRAFT MINUTES

Commissioner Kopf-Sill inquired how SB330 impacted California Environmental Quality Act (CEQA) reviews. Planning & Building Director Russell said it was complex and there were few court cases to refer to. The best practice was to assume any CEQA hearing counted as one hearing toward the five.

Commissioner Kopf-Sill asked if continued meetings counted toward the five and Planning & Building Director Russell answered that continued meetings counted as one meeting towards the five. The law made clear the intent was to move housing development projects through the process expeditiously.

Commissioner Brothers understood the Town was not interpreting SB330 as a law that applied only to low and moderate-income housing, as stated in the law itself. Town Attorney Engberg confirmed the law was interpreted to apply to all housing projects both in practice and in California Department of Housing and Community Development (HCD) guidance.

Commissioner Brothers wanted to understand what constituted a “body” and was the Town’s Committee’s bodies of the Town. She noted that the handbook identified several Committees that were not part of the Town, but asked if all of the Town’s committees qualified under SB330. Town Attorney Engberg stated the definition in SB330 for “body” was drafted broadly and she believed the Town’s Committees qualified under the definition.

Commissioner Brothers pressed if Town Attorney Engberg’s explanation stood even if the Committees were not making specific decisions. Town Attorney Engberg noted the majority of them were recommending bodies and that counted. Commissioner Brothers believed SB330 had a differential impact on the Town.

Commissioner Brothers understood SB330 did not specifically address CEQA and Town Attorney Engberg explained the five-hearing rule did not apply to public hearings that were “required by CEQA”. She agreed it was confusing because technically CEQA did not require any hearings.

Commissioner Brother asked if the Town Attorney was interpreting that SB330 included CEQA hearings or was there a specific reference. Town Attorney Engberg believed it was listed in SB330 and would provide the exact section later.

Commissioner Brothers inquired if the only way to enforce SB330 was by an aggrieved applicant. Town Attorney Engberg explained it would be enforced by the applicants as well as housing organizations.

Commissioner Brothers commented the Town was small and had many volunteer bodies that provided expertise on projects. Usually, larger Cities and Towns had in-house expertise that advised on projects before they went to decision-making bodies. She wanted to understand how Portola Valley’s volunteer bodies could still advise the decision-making bodies on projects while still complying with the five hearing constraints. Town Attorney Engberg stated the statute did not consider small towns and cities when it was drafted. There were no exceptions in the statute for smaller cities and towns. Planning & Building Director Russell added the technical reviews that were done in-house in larger cities were done by the Town’s consultation team.

Commissioner Krashinsky asked what was the process if a project changed substantially between the preliminary review and the final application. Planning & Building Director Russell stated the five meeting constraints started once the project was deemed complete. State Law was moving towards Objective Standards and projects should not have substantially changed while going through the process. She emphasized that the Town’s process should not impede the approval of a housing project.

DRAFT MINUTES

Commissioner Krashinsky understood any preliminary ASCC meetings would not count towards the five. Planning & Building Director Russell explained that ASCC had three levels of review and they corresponded with the level of completeness of a project.

Commissioner Krashinsky referenced Red Page 5, in the footnote it referenced ministerial projects and he said typically ministerial projects did not have public meetings. Town Attorney Engberg agreed ministerial meetings would not count towards the five.

Commissioner Krashinsky asked if the Town had followed SB330 since its adoption and Planning & Building Director Russell confirmed that was correct.

Commissioner Krashinsky asked if the proposed guidelines applied to submitted projects and Planning & Building Director Russell said they could apply to submitted projects. She explained there had been discussions with Stanford and the Town about whether SB330 applied to their housing project and the parties agreed that moving forward the project would be subject to five meetings.

Chair Goulding asked when the Stanford Wedge Project comes forward, would the Commission be limited to two meetings? Planning & Building Director Russell answered one or two meetings would be the limit.

Commissioner Kopf-Sill inquired if the project listed in the Housing Element on the corner of Nathhorst and Alpine would be subject to the five-meeting rule. Also, Conditional Use Permit (CUP) projects were subject to SB330. Planning & Building Director Russell believed Opt-In Housing Element projects would be subject to SB330, but there would be separate meetings to establish the program for Opt-in.

Commissioner Krashinsky asked if the five-meeting rule could be tailored on a case-by-case basis. Planning & Building Director Russell believed there could be a couple of different options the Town could follow if projects fell within specified parameters.

Time:00:54:23

Chair Goulding opened public comment.

Karen Askey, Parks and Recreation Commissioner speaking on behalf herself, asked if feedback received through a survey or a public forum counted as a meeting, or was a tool that could be used to supplement. She asked how the Subdivision Committee would be included in the five meeting rules because they were not listed in the three examples provided by staff.

Nicholas Targ, Vice Chair of the Planning Commission speaking on behalf of himself, asked how neighboring cities were handling the CEQA hearing issue, did the Town expected a legislative proposal to come in under SB330, and how was the 1,000 cubic yard threshold being considered with respect to SB330? With respect to health and safety issues, were those handled outside the SB330 process, and could those lead to additional hearings?

Kristi Corley asked how many conceptual reviews were in the process from the Housing Element list and how many preliminary reviews were completed as of date. She noted the Geological Committee was not listed as an important committee and believed that the committee must be considering projects. She encouraged staff to explore southern California cities and their processes since they were a year ahead in their Regional Housing Needs Allocation (RHNA).

Carolina Vertongen echoed the comments and the questions raised are very important to understand. She agreed SB330 was open to interpretation and rural towns had completely different processes than

DRAFT MINUTES

larger cities such as San Mateo and Redwood City. She wanted to see the Town use its Committee's expertise over the consultants because often the consultants were not aware of the constraints that were placed on the Town. She appreciated Vice Chair Targ's question because many projects she could remember were deemed CEQA-exempt. After all, staff determined that the project would not meet the 1,000 cubic yard soil threshold. Then when those projects were constructed, they surpassed that threshold.

Time:01:04:50

Chair Goulding closed public comment and asked staff to address the questions raised by the public.

Planning & Building Director Russell believed feedback could be received through various public forums and not count as a meeting and Town Attorney Engberg agreed. With respect to the Subdivision Committee, Planning & Building Director Russell stated they could be part of the five-meeting review. With respect to fire review, projects would always be reviewed by Woodside Fire Protection District (Fire District) and any other normal professional review required by the Town. With respect to Redwood City and Menlo Park and their process regarding CEQA, Planning & Building Director Russell and Town Attorney Engberg concurred they had not explored those cities. Town Attorney Engberg stated in her memo she highlighted several large cities and their process.

With respect to Commissioner Brothers' earlier question, Town Attorney Engberg said the staff's interpretation came from Subsection D of Section 65905.5 where it stated that SB330 did not supersede anything required to be done under CEQA. Staff would do additional research on the matter and supply those answered to the Commission offline.

Planning & Building Director Russell addressed the 1,000 cubic yards of grading threshold and stated that the grading review was not a legislative process and believed a Planning Commission review that included the grading trigger would count as one of the five meetings. With respect to health and safety, normal health and safety reviews would continue, but any outside agency review would be exempt from the five-meeting rule. Planning & Building Director Russell believed map modifications would be considered legislative and not count toward the five-meeting rule. She didn't anticipate any items related to fire safety that would impact the Commission's recommendation SB330. Regarding Ms. Corley's questions, there were zero conceptual reviews and zero preliminary reviews. With respect to the Geological Safety Committee, the Committee was not listed in the Municipal Code as a review body for subdivisions, and in their Bylaws, they were not listed as a reviewer of development projects.

Time: 01:14:14

Chair Goulding opened the floor to the Commission for discussion.

Commissioner Kopf-Sill stated she wanted there to be more efficiency in government and planning processes as well as there be a strong focus on decision-making. She wanted a process that was efficient but still benefited from public comment and the various Town committees. She believed the long process was cumbersome and many public members lost interest in a project as the process drug on. She suggested the first meeting of the five meetings be a group meeting of the Conservation Committee, BPTS, ASCC, and Planning Commission. That way the groups could talk through the constraints and ASCC and Planning Commission would hear the discussion rather than summarize details provided by staff or the minutes.

Commissioner Brothers agreed with Commissioner Kopf-Sill regarding efficiency but wanted a vibrant process that allowed important from the Town's various committees. Also, the meetings be well publicized and focused meeting. She asked if the Town's committees could review an application prior

DRAFT MINUTES

to it being deemed complete and if that were allowed, that the information be made public. She agreed that several committees would have to hold joint sessions and supported Commissioner Kopf-Sill's recommended approach. All of those meetings should be public meetings. She encouraged staff to explore CEQA's comment period process and how that may be modified to allow the Town to receive public comment without holding a meeting. She absolutely would not include CEQA meetings in the five-meeting rule and there be one meeting left open for the Town Council. For the future, she recommended exploring how the committees are set up and wanted to understand which committees were listed in the Municipal Code.

Commissioner Krashinsky said eliminating the Subdivision Committee meeting made sense and agreed there had to be joint sessions. He recommended the joint sessions be two committees.

Commissioner Brother asked which committees should hold joint sessions together. Chair Goulding stated there may be more than one option. Town Attorney Engberg observed grouping the Planning Commission with other committees may not be correct in that the Planning Commission was a decision-making body. The Planning Commission's recommendations should be unbiased and meeting with other committees may invite pre-decision statements.

Planning & Building Director Russell noted all the committees listed in the Municipal Code were listed in the Staff Report and were included in the examples.

Commissioner Brother asked if the ASCC could have joint sessions with the other committees. Planning & Building Director Russell agreed that ASCC was very specific but saw an overlap between ASCC and the Conservation Committee.

Commissioner Krashinsky asked if ASCC had the same problem as the Planning Commission in that both bodies were decision-making bodies and they should be separate. Planning & Building Director Russell did not believe the ASCC was considered that way because the projects would fall within the Planning Commission's final authority.

(2) Update on Housing Element and Next Steps

Time: 01:28:45

Planning & Building Director Russell summarized the background of the recent actions taken by Council regarding the Housing Element as well as HCD's comments, as outlined in the Staff Report. She noted in the course of submitting and reviewing the Town's Housing Element, many Housing Element reviewers employed by HCD had left their employment. The Town received a new reviewer, who was a supervisor, and she was able to provide the Town with more definitive advice. The reviewer indicated that the Town's Housing Element was atypical but Planning & Building Director Russell felt that the reviewer understood the Town's constraints. She acknowledged that HCD's letter was strongly worded but understood that a formal letter would use stronger language than a conversation. The reviewer had provided examples and materials to help the Town revise its Housing Element, but the staff was having trouble scheduling another meeting with her. Staff discussed the matter with other jurisdictions and they were in a similar place.

Planning & Building Director Russell shared that the Town's technical team had done a preliminary analysis based on the reviewer's comments. Staff identified five comments with large policy implications and those were outlined in the Staff Report. With the Opt-In Housing Diversification Program, the reviewer had concerns about the interplay between the various housing laws and that the cap may be considered illegal. With respect to zoning and minimum density, staff continued to work on the issue and would return to the Commission for additional discussion. With respect to Accessory Dwelling Units (ADU), HCD stated that if ADUs were not constructed or made available at the affordable income level then more accountability must be demonstrated. With respect to Dorothy Ford-

DRAFT MINUTES

Park, HCD wanted the implementation measures to be strengthened. With respect to Affirmatively Furthering Fair Housing (AFFH), staff was working with the consultants, and Planning & Building Director Russell believed HCD wanted to see the language strengthened.

For the next steps, Planning & Building Director Russell mentioned staff recommended that Council engage with the reviewer in a back and forth process with the HCD reviewer. Staff requested additional support and Council approved a contract with Urban Planning Partners. Staff was working with the consultant on the scope and budget for the new phase of the Housing Element and that was to be discussed by Council at their September 13, 2023 meeting.

With respect to Zoning Code amendments, Planning & Building Director Russell shared the technical team continued to work on the amendments but significant work had been done.

Commissioner Kopf-Sill asked if staff had a target date for resubmittal and Planning & Building Director Russell remarked there was no specific date at this time.

Planning & Building Director Russell reminded the Commission about the timeline and Council's direction regarding the Fire District recommendations (7 plus 13), as outlined in the Staff Report. A draft of the 7 plus 13 was prepared which was reviewed by the Fire District and she believed the document would be released to the public in the coming weeks.

With respect to related updates, Planning & Building Director Russell provided brief comments on the Builder's Remedy, Zoning Code Updates, and the Safety Element, as outlined in the Staff Report. She reminded the Commission and the public that the current version of the Safety Element was still in effect. Staff had expressed to the Council that working on the Housing Element and the Safety Element at the same time was cumbersome. Town Council directed Staff to focus on the Housing Element and the previously stated release date for the Safety Element of October 1, 2023, had been delayed.

Time: 01:52:12

Chair Goulding invited Commissioners to ask questions of staff.

Commissioner Krashinsky said the Fire District had released its draft Fire Ordinances and was seeking feedback on them. He asked if those ordinances were related to the 7 plus 13. Planning & Building Director Russell answered yes, two of the items on the key approaches were related to those ordinances.

Commissioner Krashinsky asked if the Planning Commission would review the ordinances. Planning & Building Director Russell stated those would not come before the Commission, but the Town Council would be ratifying the Fire District's proposed Fire Code. The Fire District was considering other ordinances within their authority to approve or not approve.

Commissioner Krashinsky asked if the comment regarding the Opt-In Program and the zoning needing to be completed in 3-years was an expected comment. Planning & Building Director Russell explained that HCD had indicated they did not understand how the Town planned to implement the Opt-In Program. Staff explained the program and the HCD reviewer was receptive to the Town's approach.

Commissioner Krashinsky asked how the Zoning Code Amendment's timeline was impacted by the Town not having a certified Housing Element. Planning & Building Director Russell stated the General Plan and the Zoning Code had to be consistent. She predicted the Housing Element and the Zoning Code would be adopted together but expressed it may not happen by the deadline of January 2024. She explained the consequence of not adopting the zoning by January 2024 was the Zoning Code Amendment could no longer be a Program of the Housing Element and instead had to be adopted

DRAFT MINUTES

concurrently. Town Attorney Engberg noted also it furthered the Town's exposure to Builder's Remedy applications.

Commissioner Krashinsky understood the Town would have to wait for HCD certification to adopt the Zoning Code Amendments. Planning & Building Director Russell believed that was correct.

Commissioner Krashinsky understood the Housing Element would return to the Commission after it was revised per HCD comments. Planning & Building Director Russell confirmed that was correct.

Commissioner Brothers said she was stymied by the process and the interrelatedness of the pieces. She asked if the Town had thought of a response item-by-item letter to submit to the HCD reviewer to help reduce the number of specific areas of uncertainty. She expressed concern that the current process placed the Town in jeopardy and was concerned revisions would trigger a new list of uncertainties by HCD. Planning & Building Director Russell reminded that the Town made changes to the Housing Element after HCD's first letter which allowed HCD to make additional comments on those new pieces of information. Staff had prepared a matrix of the specific comments with responses and those would be discussed with the HCD reviewer.

Commissioner Brothers asked if there was a way to have that discussion but still allow the Town to make the Zoning Code changes. Planning & Building Director Russell shared it was discussed and staff believed it would add an additional layer of complexity without much benefit.

Commissioner Brothers asked if the reviewer had seen the Town's responses to the comments. Planning & Building Director Russell answered it would happen at the meeting next week. Commissioner Brothers mentioned that some of the HCD comments did not show any recognition of the Town's physical location.

Chair Goulding asked staff to further explain Attachment 2. Planning & Building Director Russell stated it was the original format for the Fire District's seven requested mitigations that was submitted on March 29, 2023.

Time: 02:09:02

Chair Goulding opened up public comment.

Karen Askey, Parks and Recreation Commissioner speaking on behalf of herself, stated she, and several others, submitted comments to the Town Council in early August about the Housing Element and she asked if those letters were shared with the Planning Commission. She said if density is increased, that would increase the total number of units under the Housing Element. She asked if units could be deducted from other areas and would that change be subject to further comments from HCD. She asked if the Town had any Senate Bill 9 projects in the conceptual or preliminary phase. Also, any Junior Accessory Dwelling Units (JADU) conceptual or preliminary plans.

Rita Comes stated the Planning Commission had 13 scheduled meetings since March and only two were realized. That was unfortunate because the public and the Commission had not been able to consider the Fire Districts 7 plus 13, nor continue the conversation about the Safety Element and move that forward. While she understood the Housing Element was the priority, the other pressing matters must be completed as well. She was disappointed that many folks did not have access and did not see the January 4, 2023 Fire District letter.

Caroline Vertongen agreed with Ms. Comes that the public had not seen the 7 plus 13 memo. She had concerns about the budget and whether the Town had the funding to cover the additional work needed to complete the Housing and Safety Element. The new Town Council had made safety a priority. She

DRAFT MINUTES

shared her frustration that many Town committees were constrained by the consultants, their data, and reports that did not reflect the resident's lived experiences. She stated it was very important that the Town adopt the 7 plus 13 and that the Fire Districts memo be shared with the public.

Kristi Corley requested staff explain more about the Opt-In Program and write in how the program will be subject to the many housing laws.

Nicholas Targ, Vice Chair of the Planning Commission speaking on behalf of himself, acknowledged staff's frustration when they received the comments from HCD regarding the Housing Element. Several housing organizations had verbalized or written letters of support for other city's Housing Element and he asked if staff had considered asking them to write a letter of support for the Town. He mentioned the Housing Element was adopted and was in effect at this time but understood there was litigation regarding the CEQA portion of the document. He asked what the current state of the effectiveness of that Housing Element was.

Time: 02:21:06

Chair Goulding closed public comment and brought the item back to the Commission for discussion.

Planning & Building Director Russell answered the public comments regarding the Housing Element that were sent to the Town Council but not the Planning Commission. With respect to density, staff did not comment until further details were explored. With respect to SB 9 units, only one SB 9 application had been submitted and the Building Permit had not been issued. With respect to JADUs, a small handful of folks had indicated they were interested in having a JADU. With respect to the Safety Element being promised in October 2023, Planning & Building Director Russell disagreed it was not promised but more predicted. With respect to Ms. Comes' comments, there was not enough staff to complete the workload. With respect to the Fire District's January 4, 2023 letter, the Fire Marshall requested that the letter be withdrawn and that was why it was not shared with the public. Staff was also surprised by the Fire District's March letter. Staff attached the seven mitigations to the Planning Commission's Packet. With respect to the Opt-In Program, the Town was not allowed to put in place something that could be a reduction or impediment to housing. Staff was trying to construct the Opt-In Program with the intent of the community and not violate any housing laws. She concurred staff was surprised by HCD's comment letter and continued to work with housing organizations to have their support.

With respect to the current status and effectiveness of the current Housing Element, Town Attorney Engberg stated the Town was in legal limbo with respect to the Housing Element. Regarding the IS/MND, that was approved, and to date there has not been filed litigation. The Town and petitioner group had agreed to toll the Statute of Limitation. The current Tolling Agreement went to November 10, 2023.

Commissioner Brother wanted a clearer focus and wanted to see the matrix of HCD's comments and the Town's response. She found HCD's comments to be sporadic, and overreaching, and some of them seemed to be already resolved.

Commissioner Kopf-Sill was disappointed it would be harder and almost impossible to have the Housing Element resubmitted by January 2024. With that said, she acknowledged that the Town Council and staff were working hard.

Chair Goulding was concerned the Town would lose track of the Willow Commons' concern in that forcing the site to a higher density would impact their assisted living arrangement. Regarding Attachment 2, he stated that was a huge legal conundrum if everything was adopted. Planning &

DRAFT MINUTES

Building Director Russell remarked the Town asked for clarification from the Fire District and they submitted the July 6, 2023 letter which began the discussion between the Town and the Fire District.

COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS

(3) Commission Reports

Time: 02:31:15

Commissioner Krashinsky shared that Commissioner Kopf-Sill and himself attended the San Mateo Planning Commissioner training. The next meeting was to be held on October 30, 2023. Also, he attended the Institute of Local Government Planning Commissioner Training and shared the slides of that presentation with the Commission. He attended several ASCC meetings and shared a summary of those meetings. Two Parks and Recreation Commissioners reached out to Commissioner Brothers and himself to schedule a meeting to talk about the recreational and park facilities in town.

Commissioner Brother viewed the meeting as a brainstorming session.

(4) Staff Reports

Time: 02:35:29

Planning & Building Director Russell announced she was leaving her position with the Town and her last day was September 22, 2023. John Biggs was identified as the interim Planning & Building Director.

The Commissioners expressed their well wishes to Planning & Building Director Russell and echoed she had been a strong asset to the Town.

Time: 02:37:52

Chair Goulding opened public comment.

Karen Askey, a Parks and Recreation Commissioner speaking on behalf of herself, was disappointed Planning & Building Director Russell was leaving and echoed she had been a tremendous asset to the Town.

Betsy Morgenthaler echoed the comments regarding Planning & Building Director Russell.

Nichols Targ, Vice Chair of the Planning Commission spoke on behalf of himself and shared his comments about Planning & Building Director Russell's departure.

Time:02:40:13

Chair Goulding closed public comment.

APPROVAL OF MINUTES

(5) Planning Commission Meeting of May 2, 2023

Time: 02:40:40

Chair Goulding opened public comment; seeing none he closed public comment.

Commissioner Brothers moved to approve the minutes of the May 2, 2023, meeting. Seconded by Commissioner Kopf-Sill, the motion carried 4-0.

ADJOURNMENT [10:35 p.m.]

DRAFT MINUTES

Commissioner Kopf-Sill moved to adjourn. Seconded by Commissioner Brothers, the motion carried 4-0.

DRAFT