

Attachment B
DRAFT PERMIT

PROJECT DESCRIPTION: South Tahoe Public Utility District, Solar Power Project

APN: 025-041-012, 025-051-027, 025-061-030, 025-061-031, 025-061-032, 025-061-033, 025-061-035, 025-071-022

PERMITTEE(S): South Tahoe Public Utility District

FILE #: ERSP2023-1088

COUNTY/ADDRESS: City of South Lake Tahoe / 1275 Meadow Crest Drive

Having made the findings required by Agency ordinances and rules, the TRPA Governing Board approved the project on April 24, 2024, subject to the standard conditions of approval attached hereto (Attachment Q), and the special conditions found in this permit.

This permit shall expire on April 24, 2027, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of pouring concrete for a foundation and does not include grading, installation of utilities or landscaping. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:(1)TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;

(2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA’S ACKNOWLEDGEMENT OF THIS PERMIT;

(3) THE PERMITTEE OBTAINS A CITY BUILDING PERMIT. TRPA’S ACKNOWLEDGEMENT IS NECESSARY TO OBTAIN A CITY BUILDING PERMIT. THE CITY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS;
AND

(4) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

TRPA Executive Director/Designee

Date

PERMITTEE’S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents’ and employees’ compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____ Date _____

PERMIT CONTINUED ON NEXT PAGE

TRPA FILE ERSP2023-1088

**APNs 025-041-012, 025-051-027, 025-061-030, 025-061-031, 025-061-032, 025-061-033, 025-061-035,
025-071-022**

Water Quality Mitigation Fee (1): Amount \$83,713 Paid ____ Receipt No. ____
Excess Coverage Mitigation Fee (2): Amount \$ ____ Paid ____ Receipt No. ____
Security Posted (3): Amount \$10,000.00 Type ____ Paid ____ Receipt No. ____
Security Administrative Fee (4): Amount \$ ____ Paid ____ Receipt No. ____

Notes:

- (1) See Special Condition 3.G below.
- (2) See Special Condition 3.H below.
- (3) See Special Condition 3.I below.
- (4) See TRPA Filing Fee Schedule.

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date:

TRPA Executive Director/Designee

Date

SPECIAL CONDITIONS

1. This permit authorizes the construction of a 1339 kW ground mounted solar power system to offset electricity demand at South Lake Tahoe Public Utility District (STPUD) Waste Water Treatment Plant (WWTP). The project includes 19 rows of solar arrays with an east-west orientation and lengths ranging from 205 feet to 270 feet. The arrays, designed to be four feet off the ground on the low side and approximately 10.5 feet above ground on the high side, will be enclosed within fencing with a total area of approximately 144,370 square feet (3.31 acres). At the southwest end of the solar field, small concrete pads will be constructed to support a transformer, concentration panel and switchgear. Additional trees will be cleared within a 100 foot area to the west, south, and east of the solar arrays (3.51 acres). The extent of clearing within the 100 foot additional area is limited by TRPA Code of Ordinances Section 61.1.4.C and the conditions of approval for this project. The solar arrays will be accessed with a 20-foot paved and gated roadway extending approximately 457 feet eastward from the WWTP. An approximately 1,770 foot long trench will be used for subsurface electrical connections between the solar arrays and the WWTP. Approximately 700 linear feet of the trench is located outside of the existing WWTP and area cleared of trees for the solar field.

The project will add 42,913 square feet of Class 6 coverage including 6,964 square feet of banked coverage and 35,949 square feet of new Class 6 coverage to be transferred into the project area or recalculated in accordance with Condition 3.E. 9,088 square feet of new Class 4 coverage will also be added. The project will result in 734,449 square feet of total coverage in the project area, with 320,490 square feet of coverage available for future use or transfer. Upon completion of the project and passing a TRPA final inspection, the parcel's BMP Certificate will be reissued.

2. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:
 - A. The site plans shall be revised to include:
 - 1) Update parcel information to identify all APNs within the project area.
 - 2) Update coverage statistics to address transferred coverage and allowed use of transferred coverage on Class 6 land; or the alternative project area recalculation consistent with Condition 3.E below.
 - 3) Update coverage calculations to identify excess coverage in Class 6 and Class 1b. Include total, mitigated, and remaining.
 - 4) Paving of the proposed gravel access road.
 - 5) A note and on-site sign indicating: "Motor vehicles are not permitted within the solar array fenced area except for emergency response, necessary repairs when the ground is dry, and winter travel when there is a 12-inch minimum compacted snow depth, such that ground disturbance and compaction will not occur."
 - 6) Identify color of the perimeter fence. The fence shall be a dark brown or black to blend with the surrounding area.
 - 7) Identify final trench routing location for the utility conduit and any proposed tree removal. For the trench routing, trees over 14 inches in diameter shall not be removed within Class 1b(SEZ) areas and trees over 30 inches shall not be removed on high capability land.
 - B. The BMP plan shall be revised to include:
 - 1) Calculations demonstrating that the proposed infiltration areas are sized accordingly for the slope and soil type of the property and will capture and infiltrate a 20 year/1 hour storm event.
 - 2) Use standard infiltration basins and/or trenches to infiltrate access road runoff. Provide a detail drawing.
 - 3) Vegetation protective fencing around the entire construction site. The fencing shall be no more than 12 feet from the access drive or northern perimeter fence. Fencing may

extend to the edge of the 100 feet additional tree removal area on the north, east, and south. Trees located within the construction area that are to be retained shall be individually protected by fencing or other means as necessary.

- 4) Temporary erosion control structures located downslope of the proposed construction areas. Please Note: Straw bales are no longer acceptable for temporary erosion control or mulch material in the Lake Tahoe Basin. The use of straw has contributed to the spread of noxious weeds throughout the basin. The use of alternatives to straw bales, such as pine needle bales, filter fabric, coir logs and pine needle or wood mulches for erosion control purposes is required.
 - 5) A note indicating: "4 inch deep layer of wood mulch will be maintained within the solar array fenced area.
 - 6) A note indicating: "Dust control measures shall be in place during construction. Broadcast mulch shall not be permitted as a dust control measure within 35 feet of structures."
 - 7) A note indicating: "All areas disturbed by construction shall be revegetated in accordance with the TRPA Handbook of Best Management Practices and Living with Fire, Lake Tahoe Basin, Second Edition."
 - 8) Indicate staging area for construction equipment and materials to be located within the construction site boundary fencing.
- C. The final plans shall include a detailed tree removal and revegetation plan based on a survey of tree heights demonstrating that all trees to be removed within 100 feet of the solar array fenced boundary address the standards in TRPA Code of Ordinances subsection 61.1.4.C "Tree Removal for Solar Access". Trees that do not project above an 18 degree vertical angle from a solar panel and other trees that do not unreasonably impede operations shall be maintained. Include a note indicating: "All areas disturbed by construction shall be revegetated in accordance with the TRPA Handbook of Best Management Practices and Living with Fire, Lake Tahoe Basin, Second Edition."
- D. The project will adhere to a snow removal plan for the solar array area that protects native soil from disturbance and compaction. The final plans shall include an updated snow removal plan limiting snow removal to times when there is a minimum compacted snow depth of 1 foot. Snow removal may not create soil disturbance or compaction and shall not occur when the ground is wet or exposed. Snow removal instruction signage shall be posted on-site and 1-foot heights shall be marked on the fencing and solar array support posts.
- E. The permittee shall transfer 35,949 square feet of Class 1, 2, 3, 4, 5 or 6 coverage to the project area Class 6 lands. Note that all coverage transfers must be in compliance with Chapter 30 of the TRPA Code of Ordinances, and the TRPA Rules of Procedure. In the event the permittee is unable to transfer coverage, allowed coverage shall be recalculated consistent with TRPA Code of Ordinances subsection 30.4.1.C.3.c.ii "Option 2".

- F. A BMP INSPECTION AND MAINTENANCE PLAN shall be submitted detailing necessary maintenance activity and schedules for all BMPs installed on the property. All BMPs shall be maintained subject to the INSPECTION AND MAINTENANCE PLAN approved as part of this permit. All maintenance activities shall be recorded in a corresponding maintenance log. This log shall be maintained for the life of the property and made available for inspection by TRPA staff. If this log is not complete, TRPA will assume that maintenance has not been performed and reserves the right to revoke the BMP Certificate of Completion.
- G. A water quality mitigation fee of \$83,713 shall be paid to TRPA. This fee is based on the creation of 45,007 square feet of land coverage at a rate of \$1.86/square foot. The previously verified coverage amount is 689,432 square feet and the base allowable coverage is 1,054,939 square feet.
- H. The affected property has 38,149 square feet of remaining excess land coverage (Class 1b and 6). This amount reflects the most recent excess coverage mitigation fee payment of \$646 on August 18, 2022, required per TRPA File ERSP2021-0197 which mitigated 69 square feet of excess land coverage. The permittee shall mitigate a portion or all of the excess land coverage on this property by removing coverage within Hydrologic Transfer Area 4 – South Stateline or by submitting an excess coverage mitigation fee.

To calculate the amount of excess coverage to be removed, use the following formula:

Estimated project construction cost multiplied by the fee percentage of .0325% (as identified in Table 30.6.1-2 of Subsection 30.6.1.C.3, Chapter 30 of the TRPA Code of Ordinances) divided by the mitigation factor of 8. If you choose this option, please revise your final site plans and land coverage calculations to account for the permanent coverage removal.

An excess land coverage mitigation fee may be paid in lieu of permanently retiring land coverage. The excess coverage mitigation fee shall be calculated as follows:

Coverage reduction square footage (as determined by formula above) multiplied by the coverage mitigation cost fee of \$8.50 for projects within Hydrologic Transfer Area 4, South Stateline. Please provide a construction cost estimate by your licensed contractor, architect or engineer. In no case shall the mitigation fee be less than \$200.00.

- I. The security required under Standard Condition I.B of Attachment Q shall be \$10,000.00. Please see Attachment J, Security Procedures, for appropriate methods of posting the security and the required security administration fee. Security shall not be released until the project is complete and additional BMPs in the Boneyard are installed.
 - J. The permittee shall submit a project construction schedule.
 - K. The permittee shall submit an electronic version of the final plan set for electronic stamping
4. If a prehistoric archeological site (such as midden soils, stone tools, chipped stone, baked clay, or concentrations of shell or bone) or a historic-period archaeological site (such as structural features, concentrated deposits of bottles, or other historic refuse) is uncovered during grading

or other construction activities, all ground-disturbing activity within 100 feet of the discovery shall be halted until a qualified archaeologist can assess the significance of the find. The City will be notified of the potential find and a qualified archaeologist shall be retained to investigate its significance. If the find is a prehistoric archeological site, the appropriate Native American group shall be notified. Any previously undiscovered resources found during construction will be recorded on appropriate California Department of Parks and Recreation 523 forms and evaluated for significance under all applicable regulatory criteria. If the archaeologist determines that the find does not meet the CRHR standards of significance for cultural resources, construction may proceed. If the find is determined to be significant by the qualified archaeologist (i.e., because the find is determined to constitute either an historical resource, a unique archaeological resource, or tribal cultural resource), the archaeologist shall work with the City to follow accepted professional standards such as further testing for evaluation or data recovery, as necessary. If artifacts are recovered from significant historic archaeological resources, they shall be housed at a qualified curation facility. The results of the identification, evaluation, and/or data recovery program for any unanticipated discoveries shall be presented in a professional-quality report that details all methods and findings, evaluates the nature and significance of the resources, and analyzes and interprets the results.

5. All surplus construction waste materials shall be removed from the project and deposited only at approved points of disposal.
6. The construction of a concrete washout facility is prohibited unless approved in writing by a TRPA Environmental Specialist.
7. Any normal construction activities creating noise in excess to the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.
8. The permittee is responsible for insuring that the project, as built, does not exceed the approved land coverage figures shown on the site plan. The approved land coverage figures shall supersede scaled drawings when discrepancies occur.
9. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season.
10. Grading is prohibited any time of the year during periods of precipitation and for the resulting period when the site is covered with snow, or is in a saturated, muddy, or unstable condition.
11. All Best Management Practices shall be maintained in perpetuity to ensure effectiveness which may require BMPs to be periodically reinstalled or replaced.
12. Any change to the project requires approval (except for TRPA exempt activities) of a TRPA plan revision permit prior to the changes being made to any element of the project (i.e. structural modifications, grading, BMPs, etc.). Failure to obtain prior approval for modifications may result in monetary penalties.
13. Temporary and permanent BMPs may be field-fit as appropriate by the TRPA inspector. Parking barriers may be required at discretion of the inspector.

14. Excavation equipment is limited to approved construction areas to minimize site disturbance. No grading, excavation, storage or other construction related activities shall occur outside the area of disturbance.
15. The permittee shall prepare and provide photographs to the TRPA Compliance Inspector that have been taken during construction that demonstrate any subsurface BMPs or trenching and backfilling proposed on the project have been constructed correctly (depth, fill material, etc.).
16. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.
17. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board (including individual members), its Planning Commission (including individual members), its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, administrative appeal, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise, or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT