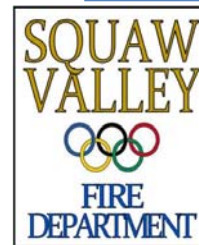




SQUAW VALLEY PUBLIC SERVICE DISTRICT



Resort at Squaw Creek - Phase 2 2nd Amendment to Development Agreement

DATE: November 2, 2016

TO: District Board Members

FROM: Mike Geary, General Manager

SUBJECT: Resort at Squaw Creek - Phase Two Project. 2nd Amendment to the Water & Sewer Service (Development) Agreement.

BACKGROUND: In December, 2008, the District and Resort at Squaw Creek (RSC) entered into a Water and Sewer Service Agreement, or Development Agreement (Agreement), for the Resort at Squaw Creek - Phase Two; after the District certified a Supplemental Environmental Impact Report (SEIR) for the project. The Agreement includes the terms under which the District would provide water and sewer collection services to the Phase Two project, which is expected to be built in three sub-phases and include as many as 460 bedrooms in 221 residential units and a structured parking facility. The types of units are currently proposed as follows:

- 188 units in a mid-rise building
- 24 units located in attached single-family townhome units
- 9 employee housing units

To receive water service from the District, the Agreement requires RSC to dedicate to the District its Well 18-3R with a minimum capacity of 110-gpm, which they currently use as their primary source of water supply for Golf Course irrigation and to meet their obligations to supply Squaw Valley Resort with water for the ski resort's snowmaking operations.

The Agreement required dedication of Well 18-3R by November 6, 2012 which was extended four-years to Nov. 6, 2016 when the District approved the 1st Amendment in 2012. As in 2012, the County recently approved extension of the Phase Two Project's Subdivision Improvement Agreements (SIA's). Placer County extended the date for completion of the Phase Two infrastructure improvements for the first two sub-phases to November 6, 2019.

RSC requested the District to extend the November 6, 2016, date for the dedication of Well 18-3R in the Agreement to November 6, 2019 to align with construction timing under the new Placer County deadline for the infrastructure improvements.

DISCUSSION: The 2nd Amendment primarily extends by three-years the deadline for the dedication of Well 18-3R to the District; from November, 2016 to November, 2019. There are other deadlines that get extended too; they are for RSC's dedication of a Water Treatment Plant Site (WTP), District's construction of a WTP, and the District's License to Explore for Wells.

It includes other provisions that are clarifications to the original Agreement. Specifically, there are clarifications on what types of easements, equipment, and activities are necessary to implement the Irrigation Rollback required in the original Agreement and necessary to operate and maintain Well 18-3R. Milestones for improvements to Well 18-3R and for transition of ownership from RSC to the District are identified in the 2nd Amendment. The 2nd Amendment also allows RSC's irrigation rollback to be proportionate with the construction of Phase Two. Additional details on required infrastructure improvements are included as well.

The time available for RSC and District staff to negotiate the 2nd Amendment was compressed as a result of the time necessary for the County to research, prepare and approve the 3rd Amendment to the Phase Two Project's Subdivision Improvement Agreements (SIA's) between RSC and the County, which was completed earlier this month.

With the Board's consideration and action to approve the 2nd Amendment prior to the November 6, 2016 deadline to dedicate Well 18-3R, the Agreement remains current.

ALTERNATIVES: 1. Authorize the General Manager to execute the 2nd Amendment to the Water & Sewer Service Agreement for the Resort at Squaw Creek - Phase Two Project between Squaw Creek Associates, LLC and the Squaw Valley Public Service District. Approve Resolution 2016-20.

2. Do not authorize staff to execute the 2nd Amendment and do not approve Resolution 2016-20.

FISCAL/RESOURCE IMPACTS: There are no direct fiscal or resource impacts to the District in extending the Water & Sewer Service Agreement for the Resort at Squaw Creek - Phase Two Project other than staff time to negotiate the terms of the 2nd Amendment. The Amendment primarily extends an existing Development Agreement executed in 2008, extends the deadline for dedication of Well 18-3R

to the District from 2016 to 2019, and provides clarity to some of the existing terms in the Agreement.

RECOMMENDATION: Authorize the General Manager to execute the 2nd Amendment to the Water & Sewer Service Agreement between Squaw Creek Associates, LLC and the Squaw Valley Public Service District for the Resort at Squaw Creek - Phase Two Project. Approve Resolution 2016-20.

ATTACHMENTS: Resolution 2016-20. The 2nd Amendment to the Water & Sewer Service Agreement between Squaw Creek Associates, LLC and the District. *Notice of Determination* (NOD) for 2nd Amendment. Project Description for attachment to *Notice of Determination*.

DATE PREPARED: October 31, 2016.

RESOLUTION 2016-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SQUAW VALLEY PUBLIC SERVICE DISTRICT (PLACER COUNTY) APPROVING & AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO WATER AND SEWER AGREEMENT WITH SQUAW CREEK ASSOCIATES, LLC TO EXTEND DEDICATION DEADLINE OF WELL 18-3R

WHEREAS, the Squaw Valley Public Service District (District) entered into the Water and Sewer Service Agreement (Agreement) with Squaw Creek Associates, LLC (Developer hereafter), for the provision of water and sewer service for the Resort at Squaw Creek Phase II Project, following the adoption and certification of a Supplemental Environmental Impact Report (SEIR) under the California Environmental Quality Act;

WHEREAS, Developer has secured an extension of time from the County of Placer to install infrastructure improvements for Phase II of the Project, and has requested an extension of the Agreement;

WHEREAS, the District agrees to amend the Agreement to accommodate the Developer's request for extension of the dedication deadline for well 18-3R by three (3) years as provided in Section 13.2 of the Agreement;

WHEREAS, the District finds the requested extension of the deadline to November 6, 2019 will coordinate with the Placer County deadline for completion of infrastructure improvements which are necessary for the District to provide services for the Project;

WHEREAS, the extension constitutes a subsequent action taken consistent with the certified SEIR and the District finds that it does not trigger the need for subsequent or supplemental review pursuant to Public Resources Code section 21166;

WHEREAS, the District adopted CEQA findings, pursuant to CEQA Guidelines section 15091, finding that potential environmental impacts of the Agreement were either less than significant or that changes or alterations were required or incorporated into the Agreement which reduce any potentially significant impacts to a less than significant level.

WHEREAS, the Mitigation Measures are set forth in the adopted Mitigation Monitoring Plan (MMP) for the Agreement;

WHEREAS, the District readopts the CEQA findings for the Agreement and will use the MMP adopted for the Agreement to track compliance with the Mitigation Measures during implementation of the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Squaw Valley Public Service District hereby approves the attached Second Amendment to the Water and Sewer Service Agreement between Developer and District and does hereby direct the General Manager to execute said Second Amendment and such other documents, related thereto or required thereby. District Staff are further directed to file a Notice of Determination with the County of Placer.

PASSED AND ADOPTED this 2nd day of November, 2016 at a special meeting of the Board of Directors of the Squaw Valley Public Service District by the following vote:

Squaw Valley Public Service District
Resolution 2016-20
Page 2

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Dale Cox, Board President

ATTEST:

Kathryn Obayashi-Bartsch, Board Secretary

SECOND AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT

THIS SECOND AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT (the "Second Amendment") is made and entered as of this ____ day of November, 2016, by and between the SQUAW VALLEY PUBLIC SERVICE DISTRICT (the "District"), and SQUAW CREEK ASSOCIATES, LLC, a Delaware limited liability company (the "Developer").

RECITALS

This Second Amendment is entered into on the basis of the following facts, understandings and intentions of the parties:

A. On or about December 26, 2008, District and Developer entered into that certain Water and Sewer Service Agreement (the "Agreement") after District's approval of the Agreement and certification of a Supplemental Environmental Impact Report ("SEIR") under the California Environmental Quality Act (CEQA) on or about November 13, 2008.

B. The Agreement stated that the District would provide water and sewer service to the Developer's Phase II Project to be constructed in Construction Stages I, II and III, as defined in and subject to the terms and conditions set forth in the Agreement.

C. One of the conditions set forth in Section 3.4 of the Agreement required Developer to dedicate to the District a "water supply extraction well currently known as Well 18-3R, with a minimum well capacity of One Hundred and Ten gallons per minute (110 gpm)."

D. Section 3.4 of the Agreement stated that Well 18-3R "shall be connected to the District's Water Supply and Telemetry System substantially concurrently with the infrastructure improvements required by Placer County for Construction Stage I and, in no event, later than November 6, 2012."

E. At the time the District and Developer entered into the Agreement, Developer was also required by Placer County to complete the Project's infrastructure improvements for Construction Stage I by November 6, 2012. Developer and Placer County thereafter extended the November 6, 2012, deadline for completion of infrastructure improvements for Construction Stage I to November 6, 2016, by mutual agreement of Developer and Placer County.

F. On or about August 28, 2012, District approved the First Amendment to Water and Sewer Service Agreement (the "First Amendment"), which extended the dedication date for Well 18-3R under Section 3.4 of the Agreement to November 6, 2016, to better align the Well 18-3R dedication date to the Placer County date for infrastructure completion for Construction Stage I.

G. Placer County has extended the date for completion of the Project's infrastructure improvements for Construction Stage I and Construction Stage II to November 6, 2019.

H. Developer desires to extend the November 6, 2016, date for the dedication of Well 18-3R in the Agreement to November 6, 2019 to better align with construction timing under the new Placer County deadline for the infrastructure improvements for Construction Stage I and Construction Stage II.

AGREEMENT

1. **Term.** Developer and District hereby agree that the date for dedication of Well 18-3R from Developer to District, as set forth in Section 3.4 of the Agreement, shall be extended from November 6, 2016 to November 6, 2019 (the "Dedication Date") and as additionally set forth below. Deadlines in the Agreement that are scheduled to occur prior to November 6, 2016, if any, shall also be extended to the Dedication Date.

a. **Extension of Water Treatment Plant Dedication Date.** Developer and District hereby agree to extend the expiration of the offer of dedication of the Water Treatment Plant Site in Section 3.12 of the Agreement from December 31, 2025, to December 31, 2041. Developer and District hereby agree to extend the date for substantial construction and completion of the Water Treatment Plant in Section 3.12 of the Agreement from December 31, 2035, to December 31, 2051.

b. **Extension of Term.** Developer and District hereby agree to extend the Term of the Agreement set forth in Section 2.2(a) of the Agreement, including the term of the License to Explore set forth in Section 3.15 of the Agreement, from fifteen (15) years after the Effective Date to fifteen (15) years from the date that Developer formally dedicates Well 18-3R to the District. As set forth in Section 2.2(a) of the Agreement, District shall agree to extend the Term so long as Developer's Project approvals (SUB-260, CUP-1444) from the County are still in effect and Developer is in compliance with the terms and conditions of the Agreement.

2. **Well 18-3R.** The conditions precedent set forth in Section 3.2 of the Agreement, including, without limitation, the obligations of Developer related to Developer's application for water and sewer connection permits and District's approval of the same, shall continue to apply to Developer's obligations under the Agreement and all obligations as may be added or amended herein. Subject to the conditions precedent in Section 3.2 of the Agreement, dedication of Well 18-3R shall occur no later than November 6, 2019 or on issuance of a Placer County building permit for any unit in any Stage of Construction, whichever shall occur first. Timely dedication of 18-3R shall be a precondition of the issuance of water and sewer permits.

a. The design, development and permitting of Well 18-3R shall be in substantial compliance with the standards and guidelines of the Well Development Schedule, a copy of which is attached as **Exhibit A** and incorporated herein.

b. Developer shall submit final inspection and testing reports for the evaluation and investigation work performed in 2015 on Well 18-3R including hydrogeological, water quality and pumping test results.

c. Developer shall submit improvement plans, specifications, and cost estimates in accordance with District well construction standards and subject to the specification and approval by the District for equipping Well 18-3R to include, but not be limited to, site work; access roads; building, structural and architectural details; mechanical, including piping, flow metering, safety equipment, building sewer, and HVAC; well head detail including well head, venting, sounding tube and water level sensor, gravel fill tube, discharge piping; pump and motor, chemical metering pump and storage system for chlorine and caustic soda, electrical, controls, and SCADA.

d. If well head water treatment is required, Developer shall submit a water treatment process evaluation report identifying available treatment technologies (i.e. membrane filtration, green sand filtration, dual anthracite/sand); verification of treatment technology effectiveness based on pilot studies or full scale data on water of similar quality; pretreatment requirements; supporting design criteria including backwash flow rates, frequency, quantity, and residuals handling; chemical requirements, power demand, capability for intermittent/seasonal operation; capital and operation and maintenance costs; level of operator attention.

e. Easements for Well 18-3R, including facilities, construction, access, snow removal and snow storage easements, shall be provided upon dedication. The Easement to be conveyed upon dedication of Well 18-3R, or future replacement of Well 18-3R, shall comply with the Well Easement Detail, which is attached as **Exhibit B** hereto and incorporated by this reference. District agrees that the building for the Well 18-3R controls and treatment facilities may be located within the setback noted on **Exhibit B**. Developer is responsible to construct Site Access Roads and to convey Easements therefor meeting District's standards and to withstand loading from heavy construction vehicles, chemical delivery trucks, graders and other equipment as may be reasonably necessary or required by District in the operation, maintenance and repairs of Well 18-3R.

3. **Water Supply Credit.** With exception of a credit for the supply component of District's Plant Availability charges as set forth in Section 9.6 of the Agreement and reimbursement, if any, to Developer under Section 9.7 of the Agreement, there shall be (i) no credit for Phase II project demand which is below the 110 gpm required minimum production from Well 18-3R; and (ii) [t]here shall be no credit for well production greater than 110 gpm, as Section 3.11 of the Agreement already requires a full and complete dedication of production from Well 18-3R. It is understood that Well 18-3R is dedicated strictly for domestic supply to meet the water demands of Phase II of the Project and that excess supply

from Well 18-3R shall not be reserved to Developer for any reason, including for irrigation purposes, but shall be connected to and be part of District's water supply and distribution system. Provided, however, that should Developer dedicate Well 18-3R in compliance with the Agreement, District agrees Developer is not subject to the District's "first-come, first-served" ordinance because Developer will have dedicated a water supply source to the District, District shall not allocate the Well 18-3R capacity designated for the Project (110 gpm) to other purposes other than the Project in a manner that would jeopardize the District's ability to provide water service to the Project, and District shall provide water service to the Project so long as Well 18-3R meets the water capacity for the Project and the Developer complies with its obligations under the Agreement.

4. **Proportional Roll Back.** The Pumping Cap in Section 3.7 of the Agreement is amended to be 53,586,594 gallons, which is the historical baseline irrigation identified in the SEIR during the Irrigation Pumping Season. As certificates of occupancy are issued for each unit in the Project, the Pumping Cap shall be reduced by 28,213 gallons per unit, which is the anticipated water demand per unit during the Critical Summer Months identified in the SEIR.

5. **Irrigation and Snowmaking Wells.** All wells (other than Well 18-3R) that are owned and used by Developer for irrigation and/or snowmaking supply ("Irrigation Wells") shall be connected with District's ground water monitoring and telemetry equipment installed at Developer's expense, together with the necessary easements as required by District for implementation of the Roll Back (Section 3.7 of the Agreement). Developer also agrees to reasonably cooperate with District to implement District's Aquifer Monitoring Program, which will require District to monitor the aquifer at the Developer's Irrigation Wells.

a. For existing Irrigation Wells that were tested, Developer shall submit final inspection and testing reports for the evaluation and investigation work performed in 2015, including hydrogeological, water quality and pumping test results.

b. For all new, replacement and rehabilitated Irrigation Wells, Developer shall submit a formal well construction and testing report documenting construction, development and testing activities; a well completion diagram depicting the construction details including a sounding tube for water level monitoring; a summary of the geology and geologic conditions encountered in the subsurface; a well log; detailed lithology; a summary of the pumping test analysis, including step tests and constant discharge tests; a summary of the results of the chemical analysis of the water samples; and an evaluation of well performance and a design pumping rate. The well construction and testing report shall be prepared by a licensed California Certified Hydrogeologist.

c. For all new, replacement and rehabilitated Irrigation Wells, the Developer shall submit improvement plans and specifications for equipping these wells to include, but not be limited to, site access; site piping and flow metering; well head detail including sounding tube and water level sensor; and design of SCADA

improvements to include monitoring of groundwater levels and flow metering data collection.

d. District shall be afforded the right of inspection during construction and start-up of the Irrigation Wells to ensure proper installation of sounding tubes, ground water level sensors, metering equipment and SCADA equipment.

e. Metering equipment, groundwater level sensors and SCADA equipment on all Irrigation Wells shall be the property of District, as purchased and installed by Developer and dedicated to District.

f. The District shall be provided permanent access and facility easements for future operation, maintenance, repair and replacement of such metering and monitoring equipment on the Irrigation Wells, as well as for access to existing monitoring wells located on Developer's property.

g. District agrees that it shall not interfere with Developer's operations and releases, agrees to defend and to indemnify Developer on account of its exercise of its easement rights under the Agreement.

h. District shall be reimbursed by Developer for the reasonable costs and expenses for monitoring and enforcing the Roll Back as provided in Section 3.7 of the Agreement, subject to the annual cap on costs set forth therein.

i. District and Developer agree to work in good faith to implement the above operations, specifications, and standards in an operations agreement prior to issuance of a water permit for any unit in the Project.

j. Developer confirms its understanding and agreement that a condition precedent to the issuance of a water or sewer permit for any units in the Project under the Agreement will be the recordation of a Community Benefit Fee against those units as set forth in Section 3.13 of the Agreement.

6. **Infrastructure Improvements.** In addition to the requirements of the Agreement and to meet current District Standards, all infrastructure improvements and upgrades shall be on an approved set of engineered drawings and specifications, subject to the approval of District. Specific Improvements shall include the following:

a. **Installation of PRV Station.** District requires a Pressure Reduction Valve (PRV) to be installed in connection with the construction of the infrastructure for the Project. When the PRV is installed, it will need to be periodically tested and flushed by new fire hydrants installed to accommodate Phase II fire flow requirements. A new PRV Station shall be constructed to meet District standards along with two (2) new fire hydrants.

b. **Offsite Easement.** Developer shall cooperate with District in District's efforts to secure and obtain dedication and recording of a 20 foot wide easement on, under and across the real property presently owned by Squaw Valley Real Estate, LLC for District's water main, located on such property and which was installed in connection with and to serve Phase I of Developer's project.

c. **West Valley Interconnection.** Developer shall replace the existing 4-inch intertie with an 8-inch intertie to increase fire flow capabilities; connect a 10-inch water main to an 8-inch main utilizing 8-inch pipe and valves.

d. **Repeater Site.** Developer shall dedicate a Repeater Site and High Speed Radio Link for District's SCADA system, at a site of Developer's selection but reasonably acceptable to District and so as not to unreasonably interfere with Developer's business operations. Developer shall provide access and facility easements to the District for the site. To the extent that a high speed radio link is required for proper operation of SCADA facilities for Well 18-3R or Irrigation Wells, Developer shall pay or reimburse District for the reasonable costs to install the high speed radio link.

e. **"As-Built" Drawings.** As-Built Drawings of Well 18-3R, Irrigation Wells, the Well 18-3R well-head treatment (if any) and infrastructure improvements installed by Developer shall be compatible with and incorporated into District's GIS and Asset Management software.

7. **Binding Effect and Recording of Memorandum.** The terms, covenants and conditions of this Second Amendment shall be binding on and inure to the benefit of the successors, affiliates, transferees and assigns of the parties. It is further agreed that a memorandum of the Second Amendment, to be drafted and agreed upon by the parties and with approval not to be unreasonably withheld, shall be recorded in the Official Records of the County of Placer.

8. **Miscellaneous.** To the extent this Second Amendment is in conflict with the terms or conditions of the Agreement, the First Amendment or the Memorandum of Agreement recorded on January 2, 2009, as Document Number 2009-0000135 in the Official Records of Placer County, this Second Amendment shall control. In all other respects, the Agreement shall remain in full force and effect and the Agreement is incorporated herein by reference as if fully set forth herein, including, without limitation, Section 11.5 of the Agreement which shall also apply to this Second Amendment. All terms not specifically defined herein shall have the meanings set forth in the Agreement.

WHEREFORE, the parties hereto have agreed to this Second Amendment on the day and in the year first above written.

DISTRICT:

SQUAW VALLEY PUBLIC SERVICE DISTRICT,
a public entity

By: _____
Name: _____
Title: _____

DEVELOPER:

SQUAW CREEK ASSOCIATES, LLC,
a Delaware limited liability company

By: Pacific Squaw Creek, Inc.,
a California corporation
Its Managing Member

By: _____
Name: _____
Title: _____

Exhibit A

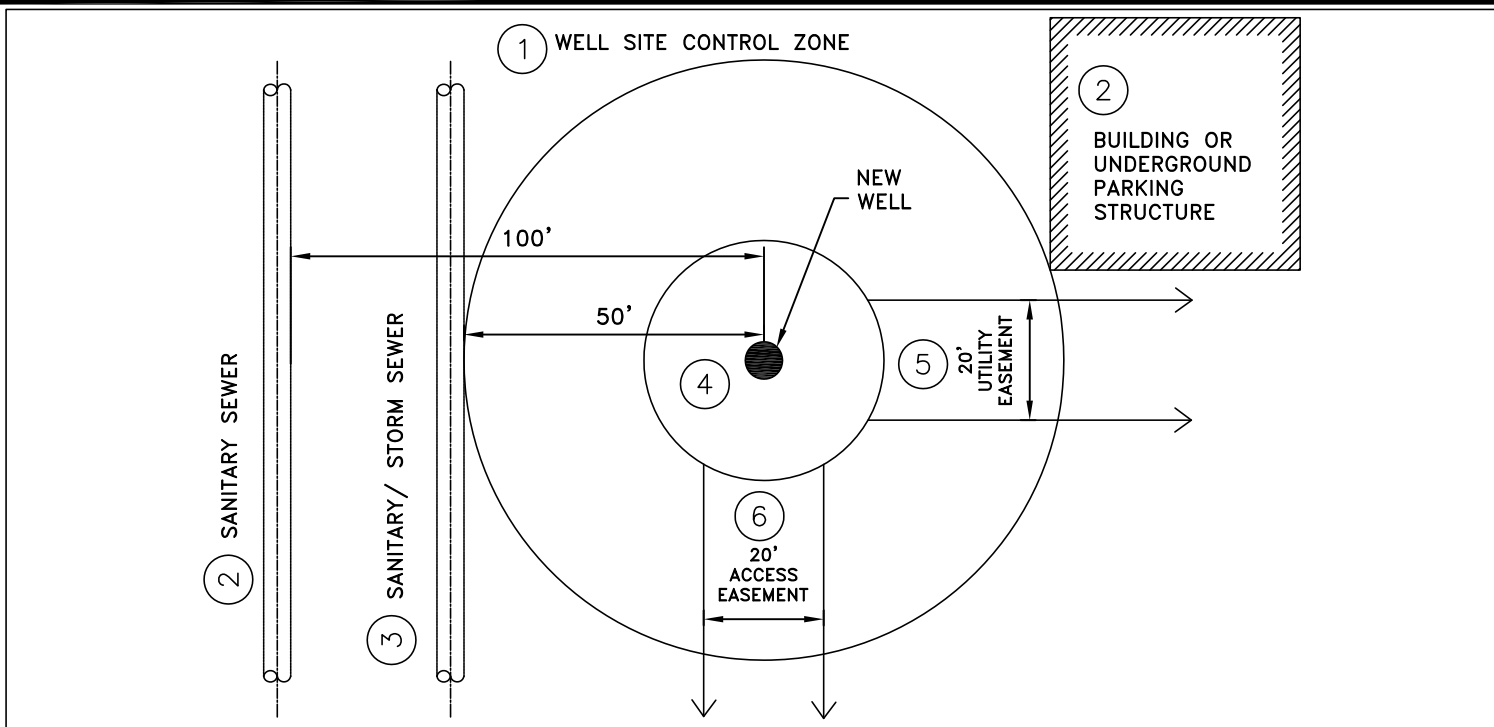
Well Development Schedule

**EXHIBIT A
WELL DEVELOPMENT SCHEDULE**

Estimated Time	WORK ITEM	2018						2019										
		3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter	
		July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov
3 months	Water Treatment Process Evaluation																	
3 months	Design - Equipping, Well Building, and Treatment																	
2 months	Permitting																	
Unknown	CDPH & Placer County Waivers (if required)																	
30 days	Bid Phase																	
1 day	Contract Award																	
6 months	Well Equipping and Treatment																	
	Piping and Site Work																	
	Building																	
	Site Access Roads																	
	Water Treatment Systems																	
	Well Pump and Motor																	
	Electrical and Controls																	
	Mechanical																	
3 to 6 weeks	Start Up																	
	WELL ONLINE																	
2 weeks	Generator Permit																	
2 weeks	Placer County Haz Mat Plan																	
1 month	As Builts																	
1 Month	VW & GIS Integration																	
2 months	Update Operations Plan / SOP's / PM Schedule / Emergency Plan																	
3 months	CA DDW Permit Amendment (\$64560 California Waterworks Standards)																	
3 months	Dedication Process																	

Exhibit B

Well Easement Detail



1. WELL SITE CONTROL ZONE - CALIFORNIA WATERWORKS STANDARDS

ARTICLE 3. WATER SOURCES

SECTION 64560. NEW WELL SITING, CONSTRUCTION, AND PERMIT APPLICATION.

(2) DOCUMENTATION DEMONSTRATING THAT A WELL SITE CONTROL ZONE WITH A 50-FOOT RADIUS AROUND THE SITE CAN BE ESTABLISHED FOR PROTECTING THE SOURCE FROM VANDALISM, TAMPERING, OR OTHER THREATS AT THE SITE BY WATER SYSTEM OWNERSHIP, EASEMENT, ZONING, LEASE, OR AN ALTERNATIVE APPROACH APPROVED BY THE DEPARTMENT BASED ON ITS POTENTIAL EFFECTIVENESS IN PROVIDING PROTECTION OF THE SOURCE FROM CONTAMINATION;

2. PLACER COUNTY LAND DEVELOPMENT MANUAL

SECTION 7. DOMESTIC WATER SUPPLY

SECTION 7.07. WELL, PUMPING PLANT OR TREATMENT PLANT SITE

NO WELL, PUMPING PLANT, OR TREATMENT PLANT SITE SHALL BE CONSIDERED THAT WILL RESULT IN PUMPING EQUIPMENT BEING WITHIN 50 FEET OF ANY EXISTING BUILDING OR WHERE IT CAN BE REASONABLY ASSUMED THAT A BUILDING WILL BE CONSTRUCTED. NO WELL SHALL BE LOCATED WITHIN 100 FEET OF AN EXISTING OR A PROPOSED SANITARY SEWER. ADEQUATE ACCESS TO THE SITE SHALL BE PROVIDED FOR REMOVAL AND REPAIR OF EQUIPMENT.

3. CALIFORNIA DEPARTMENT OF WATER RESOURCES - CALIFORNIA WELL STANDARDS

WATER WELL STANDARDS BULLETINS 74-81 & 74-90

SECTION 5. SPECIAL STANDARDS.

IN LOCATIONS WHERE EXISTING GEOLOGIC OR GROUNDWATER CONDITIONS REQUIRE STANDARDS MORE RESTRICTIVE THAN THOSE DESCRIBED HEREIN, SUCH SPECIAL ADDITIONAL STANDARDS MAY BE PRESCRIBED BY THE ENFORCING AGENCY.

SECTION 8. WELL LOCATION WITH RESPECT TO POLLUTANTS AND CONTAMINANTS, AND STRUCTURES.

A. SEPARATION. ALL WATER WELLS SHALL BE LOCATED AN ADEQUATE HORIZONTAL DISTANCE FROM KNOWN OR POTENTIAL SOURCES OF POLLUTION AND CONTAMINATION.

THE FOLLOWING HORIZONTAL SEPARATION DISTANCES ARE GENERALLY CONSIDERED ADEQUATE WHERE A SIGNIFICANT LAYER OF UNSATURATED, UNCONSOLIDATED SEDIMENT LESS PERMEABLE THAN SAND IS ENCOUNTERED BETWEEN GROUND SURFACE AND GROUNDWATER. THESE DISTANCES ARE BASED ON PRESENT KNOWLEDGE AND PAST EXPERIENCE. LOCAL CONDITIONS MAY REQUIRE GREATER SEPARATION DISTANCES TO ENSURE GROUNDWATER QUALITY PROTECTION.

POTENTIAL POLLUTION OR SOURCE CONTAMINATION SOURCE	MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WELL AND KNOWN OR POTENTIAL SOURCE
ANY SEWER (SANITARY, INDUSTRIAL, OR STORM; MAIN OR LATERAL)	50 FEET

4. WELL BUILDING SIZE AS REQUIRED. IF PITLESS ADAPTER IS INSTALLED THEN MINIMUM 20' RADIUS ACCESS FOR WELL MAINTENANCE.

5. UTILITY EASEMENT - 20' WIDE FROM WELL CENTERED OVER AS-BUILT LOCATION OF WATERLINE TO THE PROPERTY LINE, AT WHICH POINT THE WATERLINE WILL NEED A SEPARATE EASEMENT FROM THAT PARCEL'S OWNER OR THE WATERLINE WILL BE IN A PUBLIC RIGHT OF WAY AND UNDER AN ENCROACHMENT PERMIT.

6. ACCESS EASEMENT - 20' WIDE FROM WELL TO PROPERTY LINE ALONG THE ANTICIPATED PATH OF TRAVEL, AT WHICH POINT THE ACCESS WILL NEED TO BE A SEPARATE EASEMENT FROM THAT PARCEL'S OWNER OR IT'S ADJACENT TO A PUBLIC RIGHT OF WAY ON WHICH THE DISTRICT HAS RIGHTS TO ACCESS.

Notice of Determination**Appendix D****To:**

Office of Planning and Research
U.S. Mail: _____ *Street Address:* _____
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
 County of: Placer _____
 Address: 2954 Richardson Drive _____
 Auburn, CA 95603 _____

From:

Public Agency: Squaw Valley Public Service District
 Address: P.O. Box 2026 _____
 Olympic Valley, CA 96146 _____

Contact: _____
 Phone: _____

Lead Agency (if different from above): _____
 Address: _____

Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2007022025

Project Title: Second Amendment to Water and Sewer Service Agreement for the Resort at Squaw Creek: Phase II

Project Applicant: Squaw Creek Associates, LLC

Project Location (include county): 400 Squaw Creek Road, Olympic Valley, Placer County, CA 96146.

Project Description:

See attached Project Description and Second Amendment to Water and Sewer Service Agreement for the Resort at Squaw Creek: Phase II.

This is to advise that the Squaw Valley Public Service District has approved the above
 Lead Agency or Responsible Agency)

described project on November 2, 2016 and has made the following determinations regarding the above
 (date)
 described project.

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

Squaw Valley Public Service District offices at 305 Squaw Valley Road, Olympic Valley, CA 96146

Signature (Public Agency): _____ Title: _____

Date: _____ Date Received for filing at OPR: _____

PROJECT DESCRIPTION

PROJECT

The Squaw Valley Public Service District (District) and Squaw Creek Associates, LLC (Developer) entered into the original Water and Sewer Service Agreement in 2008 after the District prepared and certified of a Supplemental Environmental Impact Report (“SEIR”) under the California Environmental Quality Act, Public Resources Code section 21000 et seq., (CEQA) for the Agreement. As set forth in Section 2.2(a) of the Agreement, the Agreement contemplated the District extending the term of the Agreement so long as Developer’s Project approvals from the County are still in effect and Developer is in compliance with the terms and conditions of the Agreement. The Second Amendment to Water and Sewer Service Agreement is an extension proposed consistent with Section 2.2(a) of the original Agreement. Therefore, the extension constitutes a subsequent action taken consistent with the certified SEIR. The Second Amendment to Water and Sewer Service Agreement is attached hereto as **Exhibit A** and is incorporated herein by reference.

In approving the Agreement, the District adopted CEQA findings pursuant to CEQA Guidelines section 15091, demonstrating that all potential environmental impacts of the Agreement were either less than significant or that changes or alterations were required in, or incorporated into, the Agreement that reduce any potentially significant impacts to a less than significant level. Such mitigation measures are set forth in the adopted Mitigation Monitoring Plan (MMP) for the Agreement. As the SEIR for the Agreement concluded that the Agreement would not create any significant and unavoidable impacts, no Statement of Overriding Considerations (SOC) was required pursuant to CEQA Guidelines section 15093 for the Agreement; and, for this same reason, an SOC is not required for this Second Amendment. In approving the Second Amendment, the District readopted the CEQA findings for the Agreement and will use the MMP adopted for the Agreement to track compliance with the mitigation measures during implementation of the Second Amendment.

PROJECT FEATURE LOCATIONS

The sites of the proposed infrastructure improvements are located on the Resort at Squaw property at 400 Squaw Creek Road within Olympic Valley on the south side of Squaw Valley Road, approximately one-quarter mile west of the intersection of Squaw Valley Road and State Highway 89. The project is bounded on the north by Squaw Valley Road, on the east and south by undeveloped land, and on the west by Squaw Valley ski area property and the Squaw Valley Arts property.

Wells 18-3 and 18-3R are located approximately 1,000 feet southwest of the main Resort facilities in the meadow/golf course area. The 4th Fairway Well is located approximately 600 feet south-southwest of Wells 18-3 and 18-3R at the southern edge of the meadow area. The Perini Well is located adjacent to Squaw Valley Road approximately 1,400 feet northwest of the main Resort facilities.

Wells 18-1 and 18-2 are located in the meadow area within the golf course west and north of the Resort facilities, respectively. The proposed well house for Well 18-3R will be located over and immediately adjacent to Wells 18-3R and 18-3. The approximately 700-foot section of golf cart path proposed for widening and upgrading is located between the main Resort facilities and Wells 18-3 and 18-3R.

REGIONAL LOCATION

Olympic Valley is situated northwest of Lake Tahoe in the Placer County portion of the Sierra Nevada mountain range of California, at an elevation of approximately 6,200 feet above mean sea level. The Valley measures approximately 2.5 miles by 0.4 miles, covering an area of approximately 600 acres. Steep mountains bound the Valley on the north, west, and south. To the east, a terminal moraine separates the Olympic Valley from the Truckee River. The North and South Forks of Squaw Creek enter the Valley near the western end and drain into the main stem of Squaw Creek. Squaw Creek flows eastward along the axis of the Valley, exiting through the terminal moraine at the Valley's eastern end.