

PUBLIC UTILITIES COMMISSION  
505 Van Ness Avenue  
San Francisco CA 94102-3298



**Pacific Gas & Electric Company**  
**ELC (Corp ID 39)**  
**Status of Advice Letter 6392E**  
**As of December 3, 2021**

Subject: New Lease Agreement Miller's Landing Resort, Inc. Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

Division Assigned: Energy

Date Filed: 11-04-2021

Date to Calendar: 11-10-2021

Authorizing Documents: None

<b>Disposition:</b>	<b>Accepted</b>
<b>Effective Date:</b>	<b>12-04-2021</b>

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)

AL Certificate Contact Information:

Annie Ho  
415-973-8794  
[PGETariffs@pge.com](mailto:PGETariffs@pge.com)

**PUBLIC UTILITIES COMMISSION**  
**505 Van Ness Avenue**  
**San Francisco CA 94102-3298**



To: Energy Company Filing Advice Letter  
From: Energy Division PAL Coordinator  
Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to  
**[edtariffunit@cpuc.ca.gov](mailto:edtariffunit@cpuc.ca.gov)**

**Erik Jacobson**  
Director  
Regulatory Relations

Pacific Gas and Electric Company  
77 Beale St., Mail Code B13U  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415.973.3582

November 4, 2021

**Advice 6392-E**  
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject:** **New Lease Agreement – Miller’s Landing Resort, Inc. – Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173**

**Purpose**

Pacific Gas and Electric Company (PG&E) requests California Public Utilities Commission (CPUC) approval under Public Utilities Code Section 851 (Section 851) and General Order (GO) 173 for a lease agreement (Lease) with Miller’s Landing Resort, Inc. (Miller’s). The proposed Lease is a 10-year term Lease for the operation of a commercial marina at Bass Lake in Madera County.

Miller’s operates an existing marina, mostly located on adjacent lands owned by the United States Forest Service. The proposed Lease will grant permission for an expansion of the existing marina facilities onto PG&E property.

**Background**

PG&E’s property at Bass Lake is used as a hydroelectric generation reservoir. The PG&E property is also being used as a public recreation area for boating vessels, water skiing, designated swimming areas, various individual and community type boat docks and commercial resort operations.

Miller’s resort is located on the Southwesterly side of Bass Lake on County Road 222 (see Attachment 1, Exhibit A). The resort is currently authorized under the Crane Valley License, FERC No. 1354 (License) for a commercial boat dock with 66 boat slips, a boat rental building and a fueling station. Miller’s is proposing to rebuild and expand the existing dock with 27 additional commercial boat slips, a new rental building, and the construction of a new fuel dock.

The current boat dock is connected to lands owned by the United States Forest Service. Miller’s has an existing lease from the United States Forest Service for its operations, which were previously believed to only be on United States Forest Service lands. However, 12 existing boat slips and the fueling facility appear to have been

inadvertently constructed over PG&E lands. The proposed in-water expansion would lie solely on PG&E lands and within PGE's Federal Energy Regulatory Commission boundary.

The Lease provides for a ten (10) year term, with an initial annual base rent of \$3,000.00, with a 3% increase annually for the duration of the lease. Additionally, 7% of the gross profits from the leased area will be due and payable on each March of the following year, as additional rents due to PG&E.

PG&E has reviewed the proposal for the new plans and has determined that the expansion of these existing facilities does not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers. In addition, the proposed expansion will help alleviate illegal moorings by providing available boat slips. These additional boat slips will also reduce overall congestion on the lake because the illegal mooring have impeded traffic flow. (Boat traffic is limited to a one-way flow around the lake due to the congestion and the illegal moorings disrupt that flow.)

For all of the above reasons, PG&E requests that the Commission approve this Section 851 request to enter into a new Lease arrangement for the facilities mentioned.

### **Tribal Land Transfer Policy**

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility Real Property – Land Disposition - First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). On January 14, 2021, the Commission adopted Resolution E-5076 which established Guidelines to Implement the Policy (Guidelines).

Section 1.3d of the Guidelines states the Policy applies only to the transfer of fee interests. Therefore, the Lease that is the subject of this Advice Letter is not covered by the Policy.

### **Other Information**

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

**(a) Identity and Addresses of All Parties to the Proposed Transaction:**

Pacific Gas and Electric Company	Miller's Land Resort, Inc., 37976
Steven Frank	Road 222, Wishon, CA 93669
Law Department	Telephone: (559) 642-3633
P.O. Box 7442	E-Mail: <a href="mailto:michelle@millerstanding.com">michelle@millerstanding.com</a>
San Francisco, CA 94120	
Telephone: (415) 973-6976	
Facsimile: (415) 973-5520	
Email: steven.frank@pge.com	

**(b) Complete Description of the Property Including Present Location, Condition and Use:**

The PG&E property is a portion of the Madera County Asessor's Parcel Number 059-062-007, containing approximately 590.83 acres of land. As mentioned above, the PG&E property is used as a hydroelectric generation reservoir. The PG&E property is also being used as a public recreation area for boating vessels, water skiing, designated swimming areas, various individual and community type boat docks and commercial resort operations.

**(c) Intended Use of the Property:**

Miller's resort is currently authorized for a commercial boat dock with 66 boat slips, a boat rental building and a fueling station. Miller's is proposing to rebuild and expand the existing dock with 27 additional commercial boat slips, a new rental building, and the construction of a new fuel dock. Only the expanded dock and the fuel dock are included in PG&E's lease area.

**(d) Complete Description of Financial Terms of the Proposed Transaction:**

As described above, the Lease has a proposed ten (10) year term, with an initial annual base rent of \$3,000.00, with a 3% increase annually for the duration of the lease. Additionally, 7% of the gross profits from the leased area will be due and payable on each March of the following year, as additional rents due to PG&E.

**(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:**

Funds will be accounted for by PG&E as miscellaneous/other operating revenue.

**(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:**

There will be no impact to the rate base.

**(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):**

Not applicable.

**(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:**

The fair market rental for the leased area is consistent with similar or same uses in the Bass Lake area.

**(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:**

Not applicable.

**(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:**

There are no recent past or anticipated future transactions that are related to the present transaction.

**(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:**

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

**(l) Additional Information to Assist in the Review of the Advice Letter:**

PG&E does not believe that any additional information is necessary for the review of this advice letter.

**(m) Environmental Information**

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

If the transaction is not a "project" under CEQA, please explain why:

- (a) This project is an expansion of an existing use that is categorically exempt from CEQA review under Section 15301, subd. (e) of the CEQA Guidelines. The expanded dock and fueling facilities are a less than 50% expansion from the original facilities.

**Protests**

**\*\*\*Due to the COVID-19 pandemic, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov) and [PGETariffs@pge.com](mailto:PGETariffs@pge.com)\*\*\***

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than November 24, 2021, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson  
Director, Regulatory Relations  
c/o Megan Lawson  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B13U  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-3582  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

#### **Effective Date**

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice letter become effective on December 4, 2021, which is 30 days from the date of submittal.

#### **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittal can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Erik Jacobson  
Director, Regulatory Relations

#### **Attachments**

Attachment 1 – Millers Landing Resort Lease  
Attachment 2 – FERC Approval to Develop  
Attachment 3 – Miller's Landing Resort Environmental Site Report

\*\*\*\*\* SERVICE LIST for Advice 6392-E \*\*\*\*\*  
**APPENDIX A**

Jonathan Reiger  
Legal Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 355-5596  
jzr@cpuc.ca.gov

Mary Jo Borak  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-1333  
bor@cpuc.ca.gov

Robert (Mark) Pocta  
Public Advocates Office  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703- 2871  
robert.pocta@cpuc.ca.gov

Andrew Barnsdale  
Energy Division  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-3221  
bca@cpuc.ca.gov

\*\*\*\*\*AGENCIES\*\*\*\*\*

Madera County Clerk  
200 W 4th Street  
Madera, CA 93637  
Phone: 559-675-7724  
Fax: 559-675-7870  
Email: CountyClerkInfo@maderacounty.com

\*\*\*\*\*3rd Parties\*\*\*\*\*

Miller's Land Resort, Inc.,  
37976 Road 222, Wishon, CA 93669  
Telephone: (559) 642-3633  
E-Mail: michelle@millerslanding.com



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 E)

Utility type:

ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@pge.com

### EXPLANATION OF UTILITY TYPE

ELC = Electric  
PLC = Pipeline

GAS = Gas  
HEAT = Heat

WATER = Water

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6392-E

Tier Designation: 2

Subject of AL: New Lease Agreement – Miller's Landing Resort, Inc. – Request for Approval Under Public Utilities Code Section 851, pursuant to General Order 173

Keywords (choose from CPUC listing): Section 851, Agreement

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/access to confidential information:

Resolution required?  Yes  No

Requested effective date: 12/4/21

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed<sup>1</sup>: N/A

Pending advice letters that revise the same tariff sheets: N/A

<sup>1</sup>Discuss in AL if more space is needed.

**Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:**

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Name: Sidney Bob Dietz II, c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility Name: Pacific Gas and Electric Company  
Address: 77 Beale Street, Mail Code B13U  
City: San Francisco, CA 94177  
State: California Zip: 94177  
Telephone (xxx) xxx-xxxx: (415)973-2093  
Facsimile (xxx) xxx-xxxx: (415)973-3582  
Email: PGETariffs@pge.com

Name:  
Title:  
Utility Name:  
Address:  
City:  
State: District of Columbia Zip:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

**Attachment 1**

**Millers Landing Resort Lease**

COMMERCIAL FLOATING RESORT DOCK WITH BOAT SLIPS AND ASSOCIATED WALKWAYS (existing and proposed); GASOLINE AND DIESEL FUEL DISPENSING DOCK WITH ASSOCIATED SHELTER BUILDING; AND WATER SURFACE AREA  
LEASE,

BASS LAKE, CALIFORNIA

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation,  
as Landlord

and

MILLER'S LANDING RESORT, INC.  
a California corporation,  
as Tenant



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## **SUMMARY OF LEASE TERMS**

Portion of Commercial Resort Dock and Walkway (existing); and, a new Expansion of a 23 Slip/Dock Facility with related walkway(s) and appurtenances, together with related walkway(s) for gasoline and/or diesel fuel dispensing purposes with a related shelter building structure,

Bass Lake, California

- A. Date (For Reference Purposes Only): January 1, 2021
- B. Landlord: Pacific Gas and Electric Company,  
a California corporation

- C. Landlord's address for notices:  
[Section 28] Pacific Gas and Electric Company  
Land Agent- Hydro Support  
650 "O" Street, Bag 23  
Fresno, CA 93760-0001

With a copy to:

(If by certified mail and/or facsimile)

Law Department  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177  
Phone No. (415) 973-6067  
Fax Number: (415) 973-0516

(If by personal delivery or overnight courier)

Law Department  
Pacific Gas and Electric Company  
P.O. Box 770000, Mail Code N10A  
San Francisco, CA 94177

- D. Landlord's address for payments:  
[Section 5(e)] Pacific Gas and Electric Company  
Attn: Land Agent – Hydro Support

650 "O" Street, Bag 23  
Fresno, CA 93760-0001

E. Tenant: Miller's Landing Resort, Inc., a California corporation

F. Tenant's address for notices:  
[Section 28] (If by certified mail)

Miller's Landing Resort, Inc.  
37976 Road 222  
Wishon, CA 93669

(If by personal delivery or overnight courier)

Miller's Landing Resort, Inc.  
39976 Road 222  
Wishon, CA 93669

G. Default Rate:  
[Section 1(b)] Ten percent surface (10%) per annum

H. Description of Premises:  
[Section 1(i)] Land/Water-Surface area(s) consisting of 12 existing boat slips and related walkway; a new 23 slip expansion dock (approximately 180 feet by 208 feet in size) with related walkways and appurtenances; and together with a gasoline and/or diesel fuel station for dispensing purposes with a related shelter building structure, all located on Landlord's Property (as defined below) as shown on the attached maps marked Exhibit A, consisting of 3 sheets, (Map of Premises/Development).

The above facilities were and/or will be constructed by Tenant's predecessor-in-interest or by Tenant or at their sole expense, and these facilities are owned by Tenant as personal property.

I. Description of Property  
[Section 1(j)] Landlord's property is situated on or about Bass Lake, Madera County, California, within a portion of Section 16, Township 7 South, Range 22 East, M.D.M, Assessor's Parcel Number 059-062-007, State Board of Equalization Number 135-20-009-2 and

consisting of approximately 590.83 acres, including, without limitation, the Premises

- J. Term:  
[Section 2] The initial Term of this Lease shall commence on January 1, 2021 and expire on December 31, 2031
- K. Commencement Date and Effective Date: January 1, 2021.
- L. Rent Commencement Date: Upon the Commencement Date
- M. Expiration Date: December 31, 2031
- N. Annual Rent:  
[Section 5(a)]
- |                   |                       |
|-------------------|-----------------------|
| 1/1/21 – 12/31/22 | \$3,000.00 (annually) |
| 1/1/23 – 12/31/24 | \$3,150.00 (annually) |
| 1/1/25 – 12/31/26 | \$3,308.00 (annually) |
| 1/1/27 – 12/31/28 | \$3,473.00 (annually) |
| 1/1/29 – 12/31/31 | \$3,647.00 (annually) |
- The annual rent is due and payable on or before the first day of January of each calendar year. In addition to the payment of first annual rent, Landlord's one-time Administration and Processing fee of \$1,000.00 is payable in advance and made concurrently with the execution of this Lease. Tenant's fee for 2021 shall be the Annual Rent of \$3,000.00 plus the Administrative and Processing fee of \$1,000.00 for a total fee of \$4,000.00.
- O. Percentage Rent:  
[Section 5(a)] 7% of Gross Sales for each calendar year less credit for the Annual Rent for each respective year, due and payable on or before March 1 of the following year.
- P. Tenant's Permitted Use  
[Section 7] Commercial marina operation, commonly known as the Miller's Landing Resort, Inc., for recreational purposes, consisting of a commercial resort dock and walkways; a gasoline and/or diesel fuel pump(s) dispenser/tank station, together with a related shelter

building structure; (if consented to in writing by Landlord, subject to the requirements set forth in Section 7 hereof).

- Q. Late Fee:  
[Section 5(f)] Five Hundred Dollars (\$500.00)
- R. Insurance  
[Section 13] See Exhibit C.
- S. CPUC Approval
- T. Exhibits:  
[Section 33]
  - Exhibit A, consisting of 3 sheets – Map of Premises/New Development
  - Exhibit B – Bass Lake Shoreline and Water Surface Management Plan – incorporated herein by reference
  - Exhibit C – PG&E Insurance Requirements

The provisions of this Lease identified above in brackets are those provisions where references to the particular Lease terms appear. Each such reference shall incorporate the applicable Lease terms. In the event of any conflict between the Summary of Lease Terms and this Lease, the latter shall control.

THIS COMMERCIAL FLOATING RESORT DOCK WITH BOAT SLIPS AND ASSOCIATED WALKWAYS; GASOLINE AND DIESEL FUEL DISPENSING DOCK WITH ASSOCIATED SHELTER BUILDING; AND WATER SURFACE AREA LEASE (this "Lease") is made and entered into as of January 1, 2021, as set forth in the Summary of Lease Terms, by and between Landlord and Tenant, as identified in the Summary of Lease Terms.

Section 1. Definitions

The following terms shall have the meanings herein specified:

- (a) Alterations. The term "Alterations" shall mean all alterations, additions or additional Improvements to or of the Premises or any part thereof made by Tenant or any of the Tenant Parties, including, without limitation, any and all boat dock and related walkway, and mooring buoys.
- (b) Default Rate. The term "Default Rate" shall mean the percentage interest per annum set forth in the Summary of Lease Terms, provided that in no event shall the Default Rate of interest charged on any sum then due or past due hereunder exceed the maximum rate of interest, if any, which may then be lawfully charged on such amount.
- (c) Gross Sales. The term "Gross Sales" shall mean the gross income or receipts of Tenant made or received from any and all operations or use, in, at, upon, from or of the Premises, including, without limitation, any gross price, fee, commission or charge for products or services arising out of Tenant's Permitted Use as set forth in the Summary of Lease Terms; and all deposits of any kind received by Tenant from, and not refunded to, purchasers or customers in connection with any business, transactions, operations or use in, at, upon, from or of the Premises. The following shall be excluded from Gross Sales (or, if previously included in Gross Sales, the following shall be deducted from Gross Sales to the extent so previously included): (i) the net amount of any bona fide cash or credit refund made by Tenant upon any sale from the Premises where the merchandise sold, or some part thereof, is returned by the purchaser to and accepted by Tenant (not exceeding the amount of the original sales price of the merchandise returned); (ii) sales of fixtures by Tenant, which are not stock in trade and not in the ordinary course of business; (iii) the amount of any City, County, State or Federal sales, use, gross receipts, luxury, bedroom or excise tax on sales which is both added to the selling price (or absorbed therein) and paid to the taxing authority by Tenant (but not by any vendor of Tenant). No deduction from Gross Sales shall be allowed for uncollected or uncollectible credit accounts or charges, bad debts, or returned checks. For purposes of determining Gross Sales, "Tenant" includes subtenants, licensees, concessionaires, and any personnel or agent of Tenant, and Gross Sales includes all items, categories and exclusions set forth above with respect to any such subtenant, licensee or concessionaire.
- (d) Hazardous Material. The term "Hazardous Material" means (a) gasoline and/or diesel fuels, petroleum or petroleum products, natural or synthetic gas, asbestos in any form, urea formaldehyde foam insulation, radon gas, polychlorinated biphenyls (PCBs), electromagnetic fields (EMFs), special nuclear or byproduct material, lead based paint and other

lead contamination; (b) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health or safety; and (c) any other substance the exposure of which is regulated by any governmental authority.

(e) Hazardous Materials Laws. The term "Hazardous Material Laws" means all Legal Requirements relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Material, as defined above.

(f) Improvements. The term "Improvements" shall mean all existing buildings, structures, utilities, drainage lines, water lines, and all other improvements currently located on the Premises, including, without limitation, the Improvements set forth in the Summary of Lease Terms, and any future improvements installed by or on behalf of Landlord and/or Tenant.

(g) Insured Loss. The term "Insured Loss" shall mean damage or destruction to the Improvements caused by an event required to be covered by the insurance described in Section 13.

(h) Legal Requirements. The term "Legal Requirements" shall mean all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force during the Term of this Lease, including, but not limited to, all provisions of the Americans With Disabilities Act of 1990, Title 24 of the California Administrative Code (the "ADA") and all Hazardous Materials Laws, any occupancy certificate issued by public officers, and any recorded covenants, conditions and restrictions applicable to the Premises.

(i) Premises. The term "Premises" shall mean the land and Improvements, in as is condition, as described in the Summary of Lease Terms, and as shown outlined on the maps attached hereto as Exhibit A.

(j) Property. The term "Property" shall mean the real property owned by Landlord as described in the Summary of Lease Terms together with all easements and rights appurtenant thereto.

(k) Routine Maintenance. The term "Routine Maintenance" shall mean the repair, upkeep, cleaning and maintenance of the Improvements that neither substantially and materially add to the value of the Premises or Improvements nor appreciably prolong the life of the Improvements. Routine Maintenance serves only to keep the Premises or Improvements in a clean, safe, ordinary and efficient operating condition. Examples of Routine Maintenance include, but are not limited to, interior decoration, exterior and interior painting, vandalism

repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, septic pumping, log boom repair and boat ramp repair, preventive and ordinary maintenance of the electrical, water and septic systems, lubrication of motors, greasing servicing, inspection, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, refinishing picnic tables, routine housekeeping, and general snow removal, if applicable.

(l) Rules and Regulations. The term "Rules and Regulations" shall mean all rules and regulations adopted and all modifications thereof and additions thereto, promulgated by Landlord from time to time to govern the operation of the Premises, including, without limitation, the Bass Lake Shoreline and Water Surface Management Plan attached hereto as Exhibit B.

(m) Tenant Parties. The term "Tenant Parties" shall mean Tenant and its employees, agents, contractors, licensees, invitees and visitors.

## Section 2. Term; Termination

(a) The term of this Lease (the "Term") shall commence on the Commencement Date set forth in the Summary of Lease Terms and, unless sooner terminated as hereinafter provided, shall expire on the Expiration Date as set forth in the Summary of Lease Terms.

(b) Tenant is thoroughly familiar with the current condition of the Premises and the Improvements, and Tenant agrees to accept the Premises and Improvements in their existing "AS-IS" condition on the date hereof, without any representations or warranties of any kind, express or implied, with respect to the condition of the Premises or Improvements.

(c) **LANDLORD MAY TERMINATE THIS LEASE AS TO THE ENTIRE PREMISES OR AS TO ANY PORTION THEREOF AS SET FORTH IN SECTION 7(G) BELOW, OR, IF LANDLORD, IN ITS REASONABLE JUDGEMENT, FINDS IT NECESSARY TO OBTAIN THE PREMISES, OR A PORTION THEREOF, IN ORDER TO USE THE PREMISES FOR UTILITY PURPOSES, UPON ONE HUNDRED AND EIGHTY (180) DAYS WRITTEN NOTICE TO TENANT. IF LANDLORD TERMINATES THIS LEASE AS TO THE ENTIRE PREMISES PURSUANT TO THIS SECTION, TENANT SHALL BE ENTITLED TO A REFUND OF ANY RENT ALLOCABLE TO THE PERIOD AFTER THE DATE THAT TENANT VACATES THE PREMISES. IF LANDLORD TERMINATES THIS LEASE AS TO A PORTION OF THE PREMISES, THE RENT SHALL BE EQUITABLY REDUCED BY LANDLORD AS LANDLORD DEEMS REASONABLE CONSIDERING THE IMPACT, IF ANY, ON TENANT'S BUSINESS. TENANT WAIVES ANY RELOCATION ASSISTANCE PURSUANT TO SECTION 7260 ET SEQ. OF THE GOVERNMENT CODE OR THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT, 42 U.S.C. §§ 4601 ET SEQ., OR UNDER ANY SIMILAR LAW, STATUTE OR ORDINANCE NOW OR HEREAFTER IN EFFECT. TENANT SHALL SURRENDER POSSESSION OF THE PREMISES, OR PORTION THEREOF, NO LATER THAN ONE HUNDRED AND EIGHTY (180) DAYS AFTER TENANT'S**

**RECEIPT OF THE TERMINATION NOTICE. IF LANDLORD SO TERMINATES,  
TENANT SHALL SURRENDER POSSESSION OF THE PREMISES, OR PORTION  
THEREOF, IN THE CONDITION REQUIRED BY SECTION 25 OF THIS LEASE.**

(TENANT TO INITIAL HERE \_\_\_\_\_)

Section 3. Conservation Documents

(a) Landlord and Tenant hereby enter into this Lease with reference to the following:

(1) Landlord is a party to that certain Settlement Agreement (the "Settlement Agreement") as modified and approved by the California Public Utility Commission (CPUC), in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "Land Conservation Commitment" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "Stipulation").

(3) The Settlement Agreement and the Stipulation (collectively, the "Governing Documents") require Landlord to ensure that approximately 140,000 acres of watershed lands, all owned by Landlord (collectively, the "Watershed Lands"), including the Premises, are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of Landlord with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation, and are defined therein as the "Land Conservation Commitment."

(4) Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "Stewardship Council") was created to oversee and carry out the Land Conservation Commitment. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "LCP") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council is developing a disposition package for the Premises (the "Disposition Package") in order to carry out the objectives of the LCP with respect to the Premises.

(6) Landlord has agreed that, subject to (1) CPUC approval under California Public Utilities Code Section 851, (2) approval by the FERC, as defined below in Section 7(a), for lands subject to its jurisdiction, and (3) certain other requirements provided in the Governing Documents, every parcel of the Watershed Lands, including the Premises, will be subject to a fee

simple donation or donations and/or conservation easement or easements donated by Landlord to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, Landlord intends to grant a conservation easement or easements (the "Conservation Easement") over the Premises to one or more public agencies or qualified non-profit conservation organizations (the "Easement Grantee").

(8) Concurrently with such conveyances, it is anticipated that a land management plan will be executed to preserve and enhance the beneficial public values present at the Premises (as initially adopted, and as the same may be modified and replaced from time to time, the "Land Management Plan").

(b) Tenant acknowledges and agrees that, except as expressly set forth above, neither Landlord nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that Landlord may enter into pursuant to the foregoing (collectively, the "Conservation Documents"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Tenant, the Premises, the rights and obligations of Tenant under this Lease or otherwise.

(c) Landlord shall have the right to require modifications to Tenant's Permitted Use to the extent reasonably necessary to preserve and enhance the beneficial public values present at the Premises in accordance with the Conservation Documents; provided, however, that no such modifications shall have a Material Adverse Impact, as defined below. Tenant acknowledges that, provided such modifications would not have a Material Adverse Impact, such modifications may result in Tenant being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the Premises, and such modifications may impact Tenant economically. In addition to the rights reserved to Landlord in this subparagraph (c) and otherwise reserved to Landlord under this Lease, Landlord and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the Premises such new structures or other improvements as Landlord deems appropriate in Landlord's sole discretion to comply with the provisions of the Conservation Documents ("LCP Facilities"), and to reconstruct, maintain, operate and use the LCP Facilities; provided, however, that no such construction and subsequent use of the LCP Facilities shall have a Material Adverse Impact on Tenant. Landlord shall give Tenant at least one hundred and eighty (180) days' prior written notice of Landlord's election to modify Tenant's use hereunder or to construct new LCP Facilities on the Premises.

(d) As used in subparagraph (c) above, the phrase "Material Adverse Impact" shall mean an impact that materially deprives Tenant (or that is reasonably likely to materially deprive Tenant) of any of its material rights and benefits under this Lease, or that materially increases (or is reasonably likely to materially increase) any of Tenant's obligations under this Lease, as determined by Landlord in its reasonable discretion, resulting from any (i) restriction or modification to Tenant's Permitted Use of the Premises, (ii) temporary or permanent construction

on the Premises of LCP Facilities, or (iii) reconstruction, maintenance, operation or use of LCP Facilities.

(e) This Section 3 shall be self-operative and no further instrument of subordination shall be required. However, Tenant agrees to execute such documentation as may be reasonably requested by Landlord in order to carry out the terms of this Section 3.

(TENANT TO INITIAL HERE \_\_\_\_\_)

#### Section 4. CPUC Approval

This Lease shall not become effective, notwithstanding that it may have been executed and delivered by one or both of the parties, and Tenant shall not commence any activities hereunder, unless and until the California Public Utilities Commission ("CPUC") approves this Lease and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Tenant,, by an order which is final, unconditional, and un-appealable (including exhaustion of all administrative appeals or remedies before the CPUC). Tenant further acknowledges and agrees that Landlord makes no representation or warranty regarding the prospects for CPUC approval, and Tenant hereby waives all claims against Landlord which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Lease is made subject to all the provisions of such approval, as identified in the Summary of the Lease Terms, in like manner as though said provisions were set forth in full herein.

#### Section 5. Rent

(a) Tenant agrees to pay to Landlord as "Annual Rent" and "Percentage Rent" for the Premises the sums and in the manner specified in the Summary of Lease Terms. The Annual Rent shall be adjusted bi-annually on January 1, as specified in the Summary of Lease Terms. To determine the Percentage Rent, Tenant shall prepare and send to Landlord a statement of Gross Sales for such respective year no later than the first (1st) day of March of each year with respect to the prior calendar year's Gross Sales. Landlord shall have the right to examine Tenant's book of accounts at any and all times. All statements hereunder shall show in detail all items, deductions, exclusions and additions included in the calculation of Gross Sales, shall be true, accurate and complete and certified as such by Tenant, and shall otherwise be in such form and contain such information as Landlord may from time to time specify.

(b) Tenant shall maintain and keep true, accurate and complete books, records and accounts of all Gross Sales, including (i) true copies of any sales and other excise tax reports; (ii) Federal and State tax returns; (iii) sales slips and checks; (iv) bank records; (v) cash register tapes; and (vi) sales journals, books of account, general ledgers and purchase journals. Such books, records and accounts shall be maintained in such manner, and include such records, as would be required by a certified public accountant to perform an audit to determine, or produce an audited statement of Gross Sales. If at any time Tenant's books, records and accounts prove inadequate in Landlord's judgment to record Gross Sales in the detail and manner herein required, Tenant shall, upon the request of Landlord, keep and maintain such books, records and

accounts as Landlord deems reasonably necessary or appropriate for such purpose. Tenant shall, for a period of at least three (3) years after the end of each calendar year, keep safe and intact all of its books, records and accounts maintained hereunder.

(c) Tenant shall, promptly upon Landlord's request, make all of Tenant's books, records, and accounts available at a location as determined by Landlord, for inspection, review and/or copying by Landlord or Landlord's authorized representative or agent to enable Landlord to verify Tenant's statements of Gross Sales and/or calculations of Annual Rent. If Tenant at any time makes, or causes to be made, an audit of Tenant's business conducted in or upon the Premises, Tenant shall furnish Landlord a copy of such audit, together with an opinion thereon by the auditing certified public accountant. Landlord may, upon three (3) days' prior notice to Tenant, cause an audit to be made of Tenant's books, records and accounts for any period for which Tenant was required to deliver a statement of Gross Sales. If any such audit discloses that Tenant has under-reported Gross Sales or underpaid Annual Rent by more than two percent (2%) in any calendar year, Tenant shall pay to Landlord the cost of Landlord's audit and the amount of any deficiency, plus interest at the Default Rate. In addition, regardless of the extent of the under-reporting or underpayment, if Tenant's under-reporting or underpayment was fraudulent or grossly negligent, Landlord, without waiving any other remedies it may have, shall be entitled to, and Tenant shall pay to Landlord, an additional rent equal to twenty-five percent (25%) of the under-reported or underpaid amount, as the case may be.

(d) All charges and other amounts of any kind payable by Tenant to Landlord pursuant to this Lease, other than the Annual Rent and Percentage Rent, shall be deemed additional rent hereunder ("Additional Rent").

(e) Rent shall be paid to Landlord, without deduction, recoupment, offset or counterclaim, in lawful money of the United States of America, at Landlord's address for payment set forth in the Summary of Lease Terms to such other person or at such other place as Landlord may from time to time designate in writing. All rent payable by Tenant to Landlord hereunder, if not received by Landlord within thirty (30) days after the due date (or if no due date is otherwise specified hereunder, within thirty (30) days following Landlord's invoice or demand therefor) shall bear interest at Default Rate from the due date (or the date of such invoice or demand) until paid. Landlord's acceptance of interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the rights and remedies available to Landlord under this Lease or by law.

(f) Tenant acknowledges that late payment of rent may cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs (other than interest and attorneys' fees and costs) being extremely difficult and impractical to fix. Such costs include, without limitation, processing and accounting charges and costs of collection. Therefore, if any installment of rent is not received by Landlord within thirty (30) days after its due date, then Tenant shall pay a late charge of the sum set forth in the Summary of Lease Terms ("Late Fee") to Landlord, which sum shall constitute liquidated damages for such late payment, in lieu of actual damages (other than interest and attorneys' fees and costs, which shall be payable by Tenant in accordance with the provisions of this Lease) which Landlord may suffer on account

of such default. The parties agree that the amount set forth as the Late Fee in the Summary of Lease Terms represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any liquidated damages shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the rights and remedies available to Landlord under this Lease or by law. Such liquidated damages shall constitute Additional Rent hereunder, and shall be payable in addition to interest and any attorneys' fees and costs which may be payable under this Lease.

#### Section 6. Taxes

In addition to any fees set forth in Section 5 – Rent, hereinabove, Tenant shall pay any personal property assessments levied by the city or county for Tenant's personal property installed on the Premises. Tenant shall also reimburse Landlord for the actual costs of annual real property assessments and taxes assessed against the Premises. Where the Premises are only a portion of the taxable parcel of land, PG&E shall prorate at its sole discretion the taxes associated with the Premises and collect that prorated portion of taxes from Tenant.

#### Section 7. Use

(a) Tenant acknowledges and agrees that (i) the primary use of the Property is for generation of hydroelectric power; (ii) lake levels can vary dramatically according to Landlord's operational needs, consistent with applicable Federal Energy Regulatory Commission ("FERC") license requirements; and (iii) Tenant has no right to demand, and Landlord has no obligation to maintain, any water levels, points of access, adjacent or connecting roadways or other points of interest desirable to Tenant. Landlord shall have the right in Landlord's sole judgment to use, occupy, modify and improve the Property for Landlord's operational purposes, regardless of the presence of improvements or occupancy of the area affected, and in such event Landlord will not be liable to Tenant for any amount whatsoever with respect to any personal injury or damage to tenant's personal property which may be located on the Premises. In no event shall Landlord be liable for damages by reason of loss of profits, business interruption or other consequential damage arising from Landlord's operational use.

(TENANT TO INITIAL HERE \_\_\_\_\_)

(b) The Premises shall be for Tenant's Permitted Use as set forth in the Summary of Lease Terms and as depicted and inventoried in Exhibit A, and for no other purpose without Landlord's written consent, which may be granted or withheld by Landlord in its sole and absolute discretion. Tenant acknowledges that Landlord has made no representation to Tenant regarding the fitness or suitability of the Premises or Improvements for Tenant's Permitted Use.

(c) Tenant shall at all times employ its best skills, efforts and abilities to operate Tenant's Permitted Use in a first class manner in order to produce the highest possible Gross Sales, and to enhance the customer traffic in, and reputation and attractiveness of, the Premises. Tenant shall conduct its business in a first-class and reputable manner, with a sufficient staff of employees to adequately serve the needs of Tenant's customers.

(d) Subject to the limitation set forth in this paragraph, Tenant is hereby granted permission by Landlord to use the existing roads on the Property for the sole purpose of ingress and egress to the Premises, in their then existing "AS IS" condition, weather permitting, at Tenant's sole risk. Landlord has no obligation to maintain any and all roads, and Landlord reserves the right to close any and all roads on the Property at any time when necessary for Landlord's utility-related operations, to protect the roads, the environment, or human health and safety, or for any other legitimate business reason, at Landlord's sole and absolute discretion, despite the fact that such closure may prevent Tenant or Tenant's employees, agents, contractors, licensees, invitees or visitors from accessing or departing the Premises. Furthermore, Landlord has no responsibility whatsoever to assure that there are roads available for ingress or egress to the Premises, and Landlord shall not be responsible for clearing roads on the Property of snow, fallen trees or debris or maintaining the surface of any roads that may provide ingress and egress to the Premises.

(e) If any portion of the Premises will be utilized for the preparation and sale of food items, Tenant shall (i) operate Tenant's business in a clean and sanitary manner so as to prevent infestation by insects or rodents, and, in addition, whenever there shall be evidence of any infestation, employ contractors to eliminate the infestation, (ii) cause all refuse and rubbish in the Premises to be stored in sealed metal or water tight rubber or plastic containers and to be removed from the Premises on a weekly basis, and (iii) as required by Section 15 below, comply with all Legal Requirements concerning such preparation and sale of food items.

(f) Tenant, and the Tenant Parties, shall not do or permit to be done in, on, onto or about the Property, nor bring into or keep in or permit to be brought into or kept therein, anything which is prohibited by or will in any way conflict with any Legal Requirements now in force or which may hereafter be enacted or promulgated, or which is prohibited by the standard form of fire and extended coverage insurance policy, or will in any way increase the existing rate of or affect any fire or other insurance, or cause a cancellation of any insurance policy covering the Property. Tenant shall promptly remove rubbish, debris and waste from the Premises at Tenant's sole expense. Tenant shall not commit or suffer to be committed any waste in, on, or about the Premises, nor shall Tenant cause or permit objectionable noises or odors to emanate from the Premises, or cause, maintain or permit in, on or about the Premises any nuisance or other act or condition which may in any way injure or annoy, disturb the quiet enjoyment of, or obstruct or interfere with the rights of, any occupant of the surrounding area or the Property, nor shall Tenant use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, as determined by Landlord in Landlord's sole and absolute discretion.

(g) Tenant's use of the Premises shall also be governed by any applicable FERC orders or directives and any applicable terms and conditions of Landlord's FERC licenses for the Properties for any FERC Project in, around or adjacent to FERC governed facilities, including, without limitation, (i) the use of the Premises by Tenant and the Tenant Parties shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use, and (ii) the Tenant shall take all reasonable precautions to ensure that the operation, use and Routine Maintenance of the Improvements on the Premises will occur in a manner that will

protect the scenic, recreational, economic, and environmental values of the project. Tenant shall not in any way interfere or permit any interference with Landlord's use of its Property as required under its FERC License. The FERC may require Landlord to terminate this Lease as to any portion of the Premises that is governed by the FERC or otherwise may require that any portion of the Premises governed by the FERC be used in a manner wholly or partially incompatible with Tenant's Permitted Use. In addition to the termination rights set forth in Section 2(c) above and the rights reserved to Landlord under Section 17 below, Landlord shall have the right, in Landlord's sole and absolute discretion, (iii) to temporarily or permanently construct, reconstruct, maintain, operate and use the Premises, the Improvements or any portion thereof or any facilities thereon or (iv) to terminate this Lease as to the entire Premises or as to any portion thereof, as Landlord deems appropriate or necessary to comply with Landlord's obligations under its FERC License . If Landlord desires to take any or all of the actions set forth under (iii) and (iv) above, Landlord shall give Tenant at least one hundred and eighty (180) days' prior written notice to that effect. If Landlord terminates this Lease as to the entire Premises or as to any portion thereof, the terms and conditions of Section 2(c) above shall apply.

(h) Tenant and the Tenant Parties shall not in any way interfere or permit any interference with Landlord's use of its Property. Interference shall include, but not be limited to, any activity by Tenant that places any of Landlord's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112F (Gas), or 128 (Underground Electric) of the CPUC or any other applicable provisions of the laws and regulations of the State of California or other governmental agencies (whether federal or state). Tenant shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of Landlord's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which minimum clearances are incorporated herein by reference, but in no event closer than ten (10) feet to any energized electric conductors or appliances. Tenant shall not drill, bore, or excavate without the prior written consent of Landlord, which consent may be withheld at Landlord's sole and absolute discretion.

(i) Tenant shall not install any signs without the prior written approval of Landlord, including approval of complete plans and specifications for each such sign. Tenant acknowledges that Landlord's approval may be given or withheld in Landlord's sole and absolute discretion. Tenant shall not install or erect any flashing or blinking illuminated signs, neon signs or signs constructed from any non-durable material. All signs must be in compliance with all Legal Requirements and the Rules and Regulations.

(j) Tenant and the Tenant Parties may not use any water from any PG&E owned reservoir or waterway or from any other source, except for Tenant's domestic use and only from the following sources: (i) existing wells located on the Premises, (ii) such other water source approved in writing by Landlord, which permission shall be at Landlord's sole and absolute discretion, or (iii) such sources as may be authorized in the Rules and Regulations. Landlord makes no representation or warranty regarding the quality, availability, quantity of water or the potability of water, and Tenant and the Tenant Parties use such water at their own risk. Tenant

agrees to use prudent and industry accepted methods of controlling and monitoring such water use, and Licensee shall not allow waste or excess run-off of water.

(k) Tenant shall dispose of all sewage according to all Legal Requirements and by one of the following methods: (i) any existing or utility required changes to exiting connection public, quasi-public, or private central sewer systems, (ii) by use of existing septic systems or holding tanks currently located on the Premises, (iii) by such other manner may be approved in writing by Landlord, which approval shall be at Landlord's sole and absolute discretion, or (iv) by such manner as may be authorized in the Rules and Regulations. Landlord reserves the right to require Tenant to alter the method of sewage disposal at Landlord's cost, when necessary in connection with Landlord's operations or to protect the Property, the environment, or human health and safety. Tenant shall comply with Section 8 below in regard to septic systems and any clean-up, remedial removal or restoration work that may be required in connection therewith.

(l) Tenant shall faithfully observe and comply, and cause the Tenant Parties to observe and comply, with the Rules and Regulations. In the event of a conflict between the Rules and Regulations and the provisions of this Lease, this Lease shall govern.

(m) If Landlord determines that Tenant's activities in any way endanger, or reasonably could be anticipated to endanger, the Property, utility facilities, the environment, or the health or safety of any person or persons, Landlord may, at Landlord's sole discretion, temporarily halt Tenant's use and activities until proper and appropriate protective measures may be taken to eliminate such endangerment. Landlord's right to halt activities shall not in any way affect or alter Tenant's obligations under this Lease, nor shall it release Tenant from any of its obligations hereunder that pertain to health, safety, or the protection of the environment.

(n) Tenant shall be responsible for all costs whatsoever associated with its personal property.

#### Section 8. Hazardous Materials

(a) Tenant, at its expense, shall comply with all Hazardous Material Laws which impose any obligation on Landlord or Tenant with respect to the use, occupancy and Routine Maintenance of the Premises, including, without limitation, any obligation to post so called "Proposition 65" notices or similar disclosures of the existence of Hazardous Materials in or about the Premises which may be required by the use or occupancy of the Premises or the circumstances of Tenant's business. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, used, released, discharged or disposed of in or about the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Notwithstanding the foregoing, Tenant may store or use on the Premises (i) Hazardous Materials specifically allowed, and in the manner specified, by the Rules and Regulations (ii) Hazardous Materials authorized in writing by Landlord, such permission to be at Landlord's sole and absolute discretion and subject to whatever conditions Landlord may impose, and (iii) de minimus quantities of cleaning products, or the gasoline, diesel or other fuel contained within the gas tanks of automobiles or boats on the Premises. Tenant shall maintain

material safety and data sheets (and supply copies thereof to Landlord as requested) for each and every Hazardous Material brought into the Premises. The disposal of Hazardous Materials shall be in approved containers which shall be removed from the Premises only by duly licensed carriers. Any removal, manifesting, transport or disposal of Hazardous Materials shall be conducted pursuant to an EPA generator number or other appropriate license obtained by Tenant or its authorized agents.

(b) If any clean-up, remedial removal or restoration work is required by any federal, state or local governmental agency or political subdivision ("Governmental Agency") because of the presence of Hazardous Materials in or about the Premises, then Tenant shall, at its sole cost, promptly take any and all action necessary to perform such clean-up, remedial removal or restoration in compliance with all Hazardous Material Laws, but only to the extent caused or permitted by Tenant or any of the Tenant Parties and not if the release of Hazardous Materials in or about the Premises occurred prior to the use and occupancy by Tenant or any of the Tenant Parties. The disposal of Hazardous Materials shall be in approved containers which shall be removed from the Premises only by duly licensed carriers. Any removal, manifesting, transport or disposal of Hazardous Materials shall be conducted pursuant to an EPA generator number or other appropriate license obtained by Tenant or its authorized agents. Tenant shall notify the Landlord in writing within forty-eight (48) hours of any notice regarding the Premises received from any person, including any Governmental Agency, relating to, or asserting a violation of any Hazardous Material Laws or a claim arising under or relating to any Hazardous Material Laws. Such notice shall include a complete copy of any order, complaint, agreement, or other document in Tenant's possession, which has been issued, executed or proposed, whether in draft or final form.

(c) If Landlord has good cause to believe that the Premises have or may have become contaminated by Hazardous Materials permitted by Tenant or any of the Tenant Parties, Landlord may cause tests to be performed, including tests of the air, soil and ground water, to detect the presence of Hazardous Materials and may elect to perform any clean-up, remedial removal or restoration work. The cost of such tests, clean-up, remedial removal or restoration work shall be paid by Tenant upon demand, as Additional Rent.

(d) The rights and obligations of the parties under this Section 8 shall survive the expiration or termination of this Lease and/or Tenant's leasehold estate hereunder.

#### Section 9. Maintenance; Security; Utilities

(a) Maintenance. Tenant shall be responsible for costs, including labor and materials, for all Routine Maintenance, and for any and all repair, upkeep, cleaning, maintenance, replacement, reconditioning or renovation of all of the Tenant's personal property, including, without limitation, any facilities on a reservoir or waterway. If in Landlord's opinion any of the Improvements or Alterations are not being maintained by Tenant as required by this Lease, Landlord shall have the right, but not the obligation, to provide Tenant with written notice to repair, replace, renovate, refurbish or close the affected Improvements and Alterations. Tenant shall make the necessary repairs, replacements, renovations, refurbishments or closures within

fourteen (14) days of receipt of Landlord's notice. Tenant shall perform such work in compliance with the provisions of this Lease, including, without limitation, Section 10 below.

(b) Security. Tenant shall be responsible for the safety and security of the Tenant Parties or other persons or property in, upon or about the Premises. Landlord does not assume any responsibility for the security of the Premises. Licensee agrees that Licensee and Licensee's Representatives shall comply with any and all of PG&E's on-site safety and security requirements and any other rules and regulations that may be applicable to Licensee's Activities at the Property. Licensee agrees to cooperate with PG&E and to abide by any and all orders or instructions issued by PG&E, its employees, agents or representatives. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E's facilities, wherever located, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(c) Utilities. Tenant will be solely responsible to pay before delinquency the charges for any and all utilities used by Tenant and the Tenant Parties at the Premises during the Term, including, without limitation, electricity, propane, trash collection and telephone. Landlord shall have no obligation to provide the Premises with electricity, heat, air conditioning, ventilation, water or other utility services whatsoever. Tenant agrees to abide by the Rules and Regulations and any other reasonable requirement that Landlord may prescribe for the proper functioning and protection of utility and other systems.

(d) Interruption of Services. Landlord has no obligation to provide any services to the Premises, and Landlord shall not be liable for any damages directly or indirectly resulting from, nor shall Tenant be entitled to any reduction or abatement of rent, should there be a failure or interruption in services, including, without limitation, utility service.

(e) No Offset. Tenant acknowledges that Landlord is executing this Lease in its capacity as the owner of the Premises, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of Tenant and Landlord under this Lease. Further, Tenant covenants not to raise as a defense to its obligations under this Lease, or assert as a counterclaim or cross-claim in any litigation or arbitration between Tenant and Landlord relating to this Lease, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision (or failure) to provide electricity (if applicable).

## Section 10. Alterations

(a) Tenant will not make or allow to be made any Alterations without in each instance first obtaining Landlord's written consent to such Alterations, including, without limitation, the installation or modification of the improvements within the permitted use area. When requesting Landlord's consent, Tenant shall furnish complete plans and specifications (if necessary) for the proposed Alterations at least 60 days in advance. Tenant acknowledges and agrees that Landlord has no obligation to be reasonable in connection with its granting or withholding such approval, and Tenant agrees that Landlord's approval may be withheld in Landlord's sole and absolute discretion, for no reason or for any reason (including, among others, that the proposed Alterations, in the opinion of Landlord, are inconsistent or incompatible with the scenic character of the area, or are of a nature that CPUC or FERC approval would be required). Tenant acknowledges that Landlord's approval of any proposed Alterations, if given, may be made contingent upon Tenant's satisfaction of additional terms, covenants and conditions which Landlord may prescribe or impose, without regard to whether such conditions are reasonable.

(b) Landlord may consult with engineers or other professionals to the extent Landlord deems necessary in connection with Landlord's review of Tenant's plans. Tenant acknowledges and agrees that Landlord's sole interest in reviewing and approving Tenant's plans and specifications is to protect Landlord's interests, and that such review and approval by Landlord shall not be deemed to create any liability of any kind on the part of Landlord, or to constitute a representation on the part of Landlord that such plans and specifications are correct or accurate, or comply with any applicable Legal Requirements.

(c) All work of constructing or installing Alterations shall be performed diligently, in a good and professional manner, at Tenant's sole cost and expense, in accordance with plans and specifications previously approved in writing by Landlord. All Alterations shall comply with all applicable Legal Requirements and the Rules and Regulations. Tenant shall provide Landlord with at least fifteen (15) days prior written notice before commencing any construction of Alterations to allow Landlord to post appropriate notices of non-responsibility. Prior to the commencement of construction of any Alterations by Tenant or Tenant's contractor, Tenant shall (i) deliver to Landlord the building permit, (ii) furnish to Landlord satisfactory evidence of such types of insurance, in such forms, with such companies, for such periods and in such amounts as Landlord reasonably may require, and (iii) upon request, furnish to Landlord satisfactory evidence of such payment and performance and/or completion bonds as Landlord reasonably considers necessary with respect to construction of the Alterations. Tenant shall comply with Section 15 below in regard to compliance with Legal Requirements and the process of obtaining permits and other governmental authorizations related to any Alterations.

(d) Upon completion of construction of any Alterations, Tenant shall record a notice of completion in accordance with the provisions of California Civil Code Section 3093, and shall furnish to Landlord "as-built" plans for the completed Alterations and a copy of the building permit, showing all final inspection approvals.

(e) Tenant shall not have the right to install, operate and maintain antennas, microwave dishes and other telecommunications equipment on the roof of any building without first acquiring written permission from Landlord, which permission shall be at Landlord's sole and absolute discretion.

(f) Prior to the expiration, or upon earlier termination, of this Lease, Tenant shall surrender the Premises in the condition required by Section 25 of this Lease.

#### Section 11. Liens

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or for the benefit of Tenant. If any such lien shall be filed of record or if any claim of lien is recorded, then Tenant shall at its sole expense within ten (10) days thereafter either discharge or contest the lien or claim. If Tenant contests such lien or claim, then Tenant shall (a) within such ten (10) day period, record a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute, (b) contest such lien or claim in good faith by appropriate proceedings that operate to stay its enforcement, and (c) pay promptly any final adverse judgment entered in any such proceeding. If Tenant does not comply with the foregoing requirements, Landlord may discharge the lien or claim, and the amount paid, as well as attorney's fees and other expenses incurred by Landlord shall be due and payable by Tenant to Landlord upon demand as Additional Rent.

#### Section 12. Destruction or Damage

(a) If an Insured Loss occurs, then Tenant shall, at Tenant's expense, repair such damage, including the Improvements and Alterations, as soon as reasonably possible and this Lease shall continue in full force and effect, and, in such event, Landlord shall make any applicable insurance proceeds available to Tenant for that purpose.

(b) In the event the Improvements or Alterations are damaged by fire or other casualty that does not constitute an Insured Loss, neither Landlord or Tenant shall have any obligation to repair and restore any damage. Landlord shall send a notice to Tenant stating whether Landlord elects to repair and restore, and if Landlord does not elect to repair and restore, then Tenant shall send a notice to Landlord stating whether Tenant elects to repair and restore. In the event that the damage or other casualty is such that Tenant cannot continue the Permitted Use, and neither Landlord nor Tenant elects to repair and restore, Tenant may, at its option, terminate this Lease by delivering written notice of termination to Landlord, such termination to be effective ninety (90) days following the date Tenant receives Landlord's notice that Landlord elects not to repair and restore. In the event this Lease is not terminated by Tenant, this Lease shall remain in full force and effect notwithstanding such damage, and the Annual Rent shall be equitably reduced by Landlord as Landlord deems reasonable considering the impact, if any, on Tenant's business, as determined by Landlord in Landlord's sole and absolute discretion.

(c) Landlord and Tenant acknowledge that this Lease constitutes the entire agreement of the parties regarding events of damage or destruction, and Tenant waives the provisions of

California Civil Code Sections 1932(2) and 1933(4) and any similar statute now or hereafter in force.

Section 13. Insurance

(a) At all times during the Term, Tenant, at its sole expense, shall procure and maintain, and shall cause any subtenant, licensee or contractor to procure and maintain the types and levels of insurance coverage specified in Exhibit C.

(b) The insurance required under this Section 13 and all renewals thereof shall be issued by companies qualified to do business in the State of California and rated A: X or better in "Best's Key Rating Guide." The insurance described in this Section 13 shall be endorsed to include Landlord and any mortgagees, property managers and other parties as Landlord may specify from time to time, as additional insureds, as their interests may appear. Each policy shall provide expressly, in the form of such policy or by endorsement, (i) that the policy shall not be cancelled or altered in such a manner as adversely to affect the coverage afforded thereby without thirty (30) days' prior written notice to Landlord, (ii) that the coverage shall be primary and noncontributing with any insurance that may be carried by Landlord, (iii) that any loss shall be payable notwithstanding any act of negligence of any additional insured that might otherwise result in a forfeiture of coverage, (iv) that the word "Insured" is used therein severally and not collectively and insurance coverage hereunder shall apply as though a separate policy were issued to each insured, although the inclusion of more than one insured party shall not operate to increase the limits of the insurer's liability, and (v) with respect to the insurance described in Section 13(a), for waiver of the insurer's rights to subrogation against Landlord. If at any time or from time to time, the insurance coverage specified herein is no longer adequate in the opinion of Landlord's insurance department, Tenant shall increase the coverage to the amount specified by Landlord within thirty (30) days after notice from Landlord, provided that Tenant shall not be required to increase its coverage more often than once in any 24-month period.

(c) No later than the Effective Date of this Lease, and upon renewal not fewer than ten (10) days prior to the expiration of such coverage, Tenant shall deliver to Landlord two (2) duplicate original policies, certified copies, or certificates of insurance evidencing each policy of insurance required to be carried under this Section 13, with copies of all endorsements to each policy of insurance. One such copy or duplicate original shall be delivered to Landlord at Landlord's Notice Address, as specified in the Summary of Lease Terms, and the other such copy or duplicate original shall be delivered to Landlord, at Pacific Gas and Electric Company, Attn: Land Agent – Hydro Support, 650 O Street, Bag 23, Fresno, California 93760-0001, or such other address for Landlord's insurance department as Landlord may specify from time to time. In the event that Tenant shall fail to insure or shall fail to furnish Landlord satisfactory evidence of any such policy as herein required, Landlord may from time to time effect such insurance for the benefit of Tenant or Landlord or both of them for a period not exceeding one year, and any premium paid by Landlord shall be recoverable from Tenant as Additional Rent on demand. Tenant's compliance with the provisions of this Section 13 shall in no way limit Tenant's liability under any of the other provisions of this Lease.

(d) With respect to loss or damage resulting from any cause insured against by the insurance carried by Tenant, or required to be carried by Tenant pursuant to the terms of Section 13(a) hereof, Tenant waives any and all rights of subrogation against Landlord, and Tenant hereby agrees that it shall not make any claim against Landlord, or seek to recover from Landlord, for loss or damage to Tenant, or its property, or property of others under its control, which may be insured against by such insurance, and Tenant shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain a waiver of the right to recovery against Landlord, its agents and employees. In furtherance of the foregoing, Tenant agrees that in the event of a sale of the Premises by Landlord, the hereinabove waiver of subrogation shall continue in favor of the original Landlord hereunder, and any subsequent landlord, as well as be in favor of any such purchaser, and their respective successors and assigns.

#### Section 14. Indemnification; Release

(a) Tenant shall indemnify, defend and hold Landlord and Landlord's directors, officers, employees, successors, assigns and agents (collectively, "Indemnitees") harmless from and against any and all claims, demands, obligations (including remedial obligations, removal of Hazardous Materials, clean up or restoration work, including all materials), damages (including consequential and/or punitive damages), losses, lost profits, costs and liabilities, including attorneys' fees and costs (collectively, "Claims"), including, without limitation, Claims for injury or damage to persons or property, and Claims for penalties, fines and reasonable attorneys' fees and costs (including attorneys' fees and costs incurred to enforce this indemnity), incurred in connection with or arising from this Lease, however the same may have been caused (including, without limitation, if caused in whole or in part by the act, omission, or active or passive negligence of Indemnitee, except with respect to any Indemnitee, to the extent caused by the gross negligence or willful or criminal misconduct of such Indemnitee), and including, without limiting the generality of the foregoing, Claims arising out of or in connection with: (i) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed, or (ii) the use or occupancy or manner of use or occupancy of the Premises by Tenant, the Tenant Parties or any person or entity claiming through or under Tenant, or (iii) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever, including, without limitation, any theft, burglary, vandalism or property damage, or (iv) any act, omission or negligence of Tenant, the Tenant Parties or any person or entity claiming through or under Tenant, occurring in, on or about the Premises or the Property, either prior to the commencement of, during, or after the expiration of the Term, including without limitation any acts, omissions or negligence in the construction of the Improvements or in the making or performing of any Alterations, or (v) the actual or alleged presence of Hazardous Materials in or about the Premises to the extent caused or permitted by Tenant or any of the Tenant Parties, or (vi) any violation of any Legal Requirement, including, without limitation, violation of any Hazardous Materials Laws, by Tenant or any of the Tenant Parties, or (vii) any delay or action caused or taken by Landlord to temporarily halt Tenant's use and activities under Section 7(m) of this Lease, or (viii) any failure to surrender possession upon the Expiration Date or sooner termination of the Term as required

by Section 25 of this Lease, or (ix) any broker, agent or finder claiming any commissions or fees on the basis of contacts or dealings with Tenant. Tenant further agrees to indemnify, defend, and save harmless Indemnitees from and against any and all Claims arising from or occasioned by any use, occupancy, condition, occurrence, happening, act, omission or negligence referred to in the preceding sentence. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Tenant is obligated to indemnify or provide a defense to an Indemnitee hereunder, Tenant upon notice from Landlord shall defend such action or proceeding at Tenant's sole expense by counsel approved by Landlord, which approval shall not be unreasonably withheld. Notwithstanding the above, Tenant shall not indemnify Landlord for Claims arising from an occurrence prior to the commencement of use or occupancy of the Premises by Tenant or any of the Tenant Parties.

(b) Tenant accepts all risk relating to its occupancy and use of the Premises. Landlord shall not be liable to Tenant for, and Tenant hereby waives and fully and forever releases, exonerates, discharges and covenants not to sue Landlord, the other Indemnitees and/or each and all of Landlord's past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors (including, without limitation, lenders who become successors-in-title) and assigns, from and for any and all Claims, based in whole or in part on any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Premises, the condition of Premises or the Property, or the use or occupancy of the Premises, arising prior to, during or subsequent to the expiration or termination of this Lease, including, without limitation, liability related to (i) fluctuation of the water level, (ii) theft, burglary, trespass or vandalism, (iii) damage to Tenant's water supply which may occur while Landlord is performing work in conjunction with Landlord's business, (iv) disposal of sewage, (v) the need for CPUC approval or the failure of the CPUC to grant such approval, and (vi) termination of this Lease due to FERC requirements or otherwise as set forth in this Lease.

(c) Taking of the Leased Premises. As used in this Section 14, the term "Taking" shall mean a condemnation or Taking of all or any portion of the Leased Premises in any manner for public or quasi-public use, including but not limited to a conveyance or assignment in lieu of a condemnation or Taking. In the event of a Taking of all or any part of the Leased Premises, this Lease shall terminate as to the part so taken as of the earlier of the date of the vesting of title or the date of dispossession of Tenant as a result of such Taking ("Date of Taking"). In the event of a Taking of all of the Leased Premises, this Lease shall automatically terminate as of the Date of Taking. In the event of a partial Taking of the Leased Premises, either the Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Leased Premises as of the Date of Taking, by notice to the other within thirty (30) days following notice of the date on which such vesting or dispossession will occur.

(d) Condemnation Award. In the event of any Taking, the Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever

which may be paid or made in connection therewith, and Tenant shall have no claim against the Landlord for the value of any unexpired Term of this Lease or otherwise. In the event of a partial Taking of the Leased Premises which does not result in a termination of this Lease, any rent thereafter to be paid shall be equitably reduced by the Landlord. In the event of a partial Taking of the Leased Premises which does not result in a termination of this Lease, the Landlord shall not be obligated to replace, repair or restore any improvements to the Leased Premises.

(e) Termination on Taking. The Parties acknowledge that the provisions of this Section 14 are adopted pursuant to California Code of Civil Procedure Section 1265.160, in lieu of the provisions of California Code of Civil Procedure Sections 1265.110 through 1265.150, and Tenant hereby waives and releases any right given Tenant to terminate this Lease in the event of a Taking of the Leased Premises or portion thereof under any Applicable Laws.

(f) The provisions of this Section 14 shall survive the expiration or earlier termination of this Lease.

#### Section 15. Compliance with Legal Requirements

(a) Tenant, at Tenant's sole cost and expense, shall promptly comply with all Legal Requirements, regardless of when they become effective, insofar as they relate to the use, occupancy or Maintenance of the Premises, Improvements and Alterations. Tenant shall furnish evidence of such compliance upon the Landlord's request and to the Landlord's satisfaction. If compliance with such Legal Requirements will cost Tenant in excess of Five Thousand Dollars (\$5,000.00), Tenant shall have the right to terminate this Lease on sixty (60) days written notice to Landlord. If there are any capital improvements to the Premises required by any local, state or federal governmental entity, agency or regulatory authority, including but not limited to the ADA, Tenant shall not be responsible for such compliance. If capital improvements are required, Landlord at Landlord's sole discretion shall determine whether or not to proceed with such improvements and/or removal of the individual Improvements from the Premises. If Landlord's cost of compliance exceeds One Hundred Thousand Dollars (\$100,000.00), Landlord shall have the right to terminate this Lease on sixty (60) days written notice to Tenant. Tenant shall obtain and maintain, at no cost to Landlord, all permits, approvals and authorizations from all local, state and federal governmental or permitting authorities and shall provide all notifications to all such authorities as required for Tenant's Permitted Use and any proposed Alterations.

(b) Tenant shall not seek any change or amendment related to subdivisions or zoning. Tenant shall not attempt to record any document against the Property, including, but not limited to, any parcel map. Tenant shall not obtain or apply for any zoning variance. Landlord makes no representation regarding compliance with any and all subdivision laws.

(c) Tenant shall collect samples and data for water, monitoring well samplings and septic systems and submit all necessary reports and samples as required by any local, state or federal governmental entity, agency or regulatory authority to Landlord or directly to the

appropriate agency if directed to do so by the Landlord, provided that such testing is required due to Tenant's use or occupancy.

#### Section 16. Assignment or Subletting

(a) Tenant acknowledges that Tenant's identity, reputation and experience, the specific character of Tenant's business and anticipated use of the Premises and the relationship between such anticipated use and other present and/or future planned uses of the Property have been a material consideration to Landlord's entry into this Lease. Tenant shall not, without the prior consent of Landlord in each case, (i) make or allow any assignment or transfer, by operation of law or otherwise, of any part of Tenant's interest in this Lease, (ii) sublet any part of the Premises, or (iii) permit anyone other than Tenant to occupy any part of the Premises. Tenant shall not mortgage, pledge, encumber or otherwise hypothecate or create any security interest in this Lease or the Premises or any part thereof in any manner whatsoever, without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion. Landlord will not unreasonably withhold its consent to any proposed assignment or subletting. It shall be reasonable for Landlord to withhold its consent to any assignment, mortgage, pledge, encumbrance or other transfer of this Lease if (i) Tenant is in default under this Lease, or (ii) the financial responsibility, nature of business, and character of the proposed assignee or subtenant are not all reasonably satisfactory to Landlord, or (iii) requires CPUC or FERC approval in the sole opinion of Landlord. Landlord hereby consents to Tenant's lease, license or right of use to customers of the resort in the ordinary course of business. Tenant shall remain primarily liable for all of its obligations under this Lease, notwithstanding any assignment, sublease, license, third party use, mortgage, pledge, encumbrance or other transfer ("Transfer"). Any Transfer violating the requirements of this Section 16 shall be voidable at Landlord's election, and, at the option of Landlord, shall constitute an Event of Default hereunder.

(b) Tenant shall notify Landlord of any proposed assignment or sublease at least thirty (30) days prior to its proposed effective date. The notice shall include the name and address of the proposed assignee or subtenant, its corporate affiliates in the case of a corporation and its partners in a case of a partnership, an executed copy of the proposed assignment or sublease, and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed assignee or subtenant (including, without limitation, the most recent financial statements for the proposed assignee or subtenant). As a condition to any effective assignment of this Lease, the assignee shall execute and deliver in form satisfactory to Landlord at least fifteen (15) days prior to the effective date of the assignment, an assumption of all of the obligations of Tenant under this Lease. As a condition to any effective sublease, subtenant shall execute and deliver in form satisfactory to Landlord at least fifteen (15) days prior to the effective date of the sublease, an agreement to comply with all of Tenant's obligations under this Lease, to indemnify Landlord and to provide insurance for Landlord's benefit, and at Landlord's option, an agreement (except for the economic obligations which subtenant will undertake directly to Tenant) to attorn to Landlord under the terms of the sublease in the event this Lease terminates before the sublease expires.

(c) Regardless of Landlord's consent, no Transfer shall release Tenant of Tenant's obligations or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant hereunder. At the option of Landlord, any transferee of Tenant shall become directly liable to Landlord for all obligations of Tenant hereunder, but no Transfer by Tenant shall release Tenant from its obligations hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one Transfer shall not be deemed consent to any further Transfer. In the event of default by any transferee or successor of Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said transferee or successor. Landlord may consent to subsequent Transfers of this Lease or amendments or modifications to this Lease with transferees or successors of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant or any successor of Tenant of liability under this Lease.

(d) Notwithstanding anything to the contrary in this Lease, if Tenant claims that Landlord has unreasonably withheld or delayed its consent or otherwise has breached or acted unreasonably under this Section 16, Tenant's sole remedy shall be declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant hereby waives all other remedies, including, without limitation, any right provided under California Civil Code Section 1995.310 or other Applicable Laws to terminate this Lease. Tenant shall indemnify, defend and hold harmless Landlord from any and all claims involving any third party or parties (including without limitation Tenant's broker or proposed transferee) who claim they were damaged by Landlord's wrongful withholding, delaying or conditioning of Landlord's consent.

#### Section 17. Rights Reserved to Landlord

(a) Landlord reserves the right to restrict access to the Premises or any portion or portions thereof in the event of civil disturbance, fire, earthquake or other casualty or emergency, or in connection with Landlord's response thereto, or otherwise when Landlord deems it advisable to do so, including in connection with events and emergencies occurring or affecting Landlord's business operations located outside the immediate vicinity of the Premises.

(b) Landlord may enter the Premises at any time to (i) inspect the same, (ii) exhibit the same to prospective purchasers, lenders, easement holders or tenants, (iii) determine whether Tenant is complying with all its obligations hereunder, (iv) perform geotechnical, biological, environmental or other surveys, tests, or investigations, both non-invasive and invasive, (v) post notices of non-responsibility, and (vi) enforce the provisions of this Lease or the Rules and Regulations.

(c) Landlord reserves the right to access the Premises to construct, reconstruct, maintain, operate and use such facilities on the Premises as Landlord deems appropriate for the conduct of Landlord's business, including, without limitation, aqueducts, electric lines, telecommunication lines and pipelines.

(d) In addition to the Conservation Easement as more specifically described and limited in Section 3 above, Landlord also reserves the right to grant easements and rights of way in, on and across the Premises to third parties to the extent that such easement and rights of way do not unreasonably and materially interfere with Tenant's use of the Premises.

(e) Landlord also reserves the rights to all forest product interests on the Premises, including, without limitation, the right to harvest any timber or forest product and to otherwise designate the disposition of any timber or forest products located on the Premises, provided that any such harvest does not substantially interfere with Tenant's Permitted Use and that Landlord shall repair any damage to the Improvements caused by such harvesting.

(f) Landlord reserves the right to use the Premises for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Tenant acknowledges that the portions of the Premises' are a part of a FERC Project(s) as described above in Section 7(g). Landlord reserves the right to use the Property, including the Premises, in all ways and for all purposes necessary or appropriate to its obligations as licensee under said FERC Project(s). Landlord shall have the right to construct, reconstruct, maintain, operate and use such facilities on the Premises as Landlord deems appropriate to comply with Landlord's obligations under its FERC License(s).

#### Section 18. Events of Default

The occurrence of any one or more of the following events (each, an "Event of Default") shall constitute a breach of this Lease by Tenant for which Landlord may exercise any of the remedies set forth in Section 19 of this Lease or provided by law or equity: (i) if Tenant shall fail to pay any rent when due and payable hereunder and such failure shall continue for thirty (30) days after written notice thereof from Landlord; or (ii) if Tenant shall fail to perform or observe any other term, covenant or obligation to be performed or observed by Tenant under this Lease or the exhibits hereto, and such failure shall not have been cured by Tenant within thirty (30) days after notice thereof from Landlord, or (iii) if Tenant underreports Gross Sales or underpays Percentage Rent by more than six percent (6%) in any one calendar year or by more than two percent (2%) two (2) times or more during any five (5) consecutive calendar years.

#### Section 19. Remedies for Default

(a) Landlord may terminate this Lease and recover possession of the Premises. Upon such termination of this Lease, Landlord may recover from Tenant damages in the amounts set forth in Civil Code Section 1951.2, including, without limitation, the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided.

(b) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as the Landlord does not terminate Tenant's right to possession, and the Landlord

shall have the right to enforce all its rights and remedies under this Lease, including the remedies described in California Civil Code Section 1951.4.

(c) The remedies provided for in this Lease are in addition to all other remedies available to Landlord at law or in equity, by statute or otherwise.

#### Section 20. Landlord's Right to Cure Default

All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without abatement of rent. If Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall not be cured within the applicable cure period provided for herein, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed Additional Rent hereunder and shall be payable to Landlord on demand.

#### Section 21. Attorney's Fees

Should either party bring an action or other proceeding against the other party, arising from or related to this Lease, whether for declaratory or other relief, then the party which prevails in such action shall be entitled, in addition to any other recovery or relief, to its reasonable attorneys' fees (of both in-house and outside counsel), costs and expenses incurred in the action or proceeding, including any appeal thereof. Tenant shall also pay all attorneys' fees and costs Landlord incurs in defending this Lease or otherwise protecting Landlord's rights in any voluntary or involuntary bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving Tenant or this Lease. For purposes hereof, the reasonable fees of Landlord's in-house attorneys who perform services in connection with any such action or proceeding are recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter of the law, in law firms in the City and County of San Francisco with approximately the same number of attorneys as are employed by Landlord's law department. The "prevailing Party" within the meaning of this Section 21 shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover its attorneys' fees.

#### Section 22. Mandatory Negotiation and Mediation

(a) Except as provided in this Section 22, Landlord and Tenant agree to first negotiate and then mediate with respect to any claim or dispute arising out of or relating to this Lease or Tenant's use or occupancy, before resorting to court action, except for those matters excluded in Section 22(b) below. Either Party may initiate settlement negotiations by providing written notice to the other Party, setting forth the subject of the claim or dispute. Landlord and Tenant

agree to cooperate in scheduling negotiations and to participate in the settlement negotiations in good faith. If Landlord and Tenant fail to settle such claim or dispute within thirty (30) days after the date of mailing of the notice initiating settlement negotiations or within such additional time period as the Parties may agree in writing, the Parties agree to submit the matter to Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the claim or dispute and the relief requested. Except as provided herein or by written agreement of the Parties, the mediation shall be conducted in San Francisco pursuant to the JAMS rules. The Parties will cooperate in selecting a mediator from the JAMS panel of neutrals, and in scheduling the mediation proceedings. The Parties agree to participate in the mediation in good faith, and to share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the Parties, their employees, agents, experts and attorneys, and by the mediator and any other JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, but evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If JAMS should no longer exist at the time the claim or dispute arises, the matter shall be submitted to its successor entity, or if there is no such successor entity, to the American Arbitration Association or other similar organization mutually agreed upon by the Parties, and except as provided herein or by mutual agreement of the Parties, the mediation rules of such successor or alternate organization shall apply. Except as may be expressly set forth in any written settlement agreement, should the matter be settled by negotiation or mediation prior to commencing court action, each Party shall pay its own attorneys' fees and costs. Except as provided in Section 22(b) below, neither Party may commence an action until expiration of the negotiation period and completion of the initial mediation session in accordance with this Section 22(a). If either Party commences an action with respect to a claim or dispute covered by this Section 22(a) without first attempting to resolve the matter through negotiation and mediation, or refuses to negotiate or mediate after a request has been made, then that Party shall not be entitled to recover attorneys' fees and costs, even if such fees and costs would otherwise be available to that Party in such action.

(b) Excluded Matters. The foregoing Section 22 shall not apply to any action by Landlord against Tenant for non-payment of rent, to obtain possession of the Premises or any action which seeks relief which can only be obtained by court proceeding. Either Party may seek equitable relief to preserve the status quo prior to participating in the negotiation and mediation proceedings required pursuant to Section 22(a) above. In addition, matters that are within the jurisdiction of probate, small claims, or bankruptcy court are excluded from mandatory negotiation and mediation hereunder.

(c) Award of Fees. The provisions of this Section 22 may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all fees and costs, including reasonable attorneys' fees, to be paid by the Party against which enforcement is ordered. The covenants of Landlord and Tenant contained in this Section 22 shall survive the expiration or earlier termination of this Lease.

### **Section 23. Sale**

In the event the original Landlord hereunder, or any successor owner of the Premises, shall sell, convey or otherwise transfer the Premises, the original Landlord, or such successor owner, shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of Landlord under this Lease, accruing from or after the date of such sale or conveyance, and Tenant shall look solely to the successor in interest of the transferor for performance of the obligations of Landlord under this Lease. This Lease shall not be affected by such sale or conveyance, and Tenant agrees to attorn to the transferee, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Lease.

### **Section 24. Estoppel Certificates and Rights of Mortgages**

At any time and from time to time, Tenant shall execute, acknowledge and deliver to Landlord, within ten (10) days after receipt thereof, a certificate certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (ii) the date, if any, to Annual Rent and other sums payable hereunder have been paid, (iii) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, (iv) that Tenant does not claim the existence of any default on the part of Landlord, except as specified in such certificate, and (v) such other matters as reasonably may be requested by Landlord, or any mortgagee, beneficiary, purchaser or prospective purchaser of the Property or any interest therein. Any such certificate may be relied upon by Landlord and any mortgagee, beneficiary, purchaser or prospective purchaser of the Property or any interest therein. Tenant's failure to execute, acknowledge and deliver such certificate within such period of time shall, at the option of Landlord, and without further notice, constitute an Event of Default hereunder. In addition, Tenant hereby irrevocably appoints Landlord as its agent and attorney in fact to execute, acknowledge and deliver any such certificate in the name of and on behalf of Tenant in the event that Tenant fails to so execute, acknowledge and deliver any such certificate within ten (10) days after receipt thereof.

### **Section 25. Surrender**

Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in the condition required by this Section 25. Tenant agrees that prior to the expiration or termination of this Lease, Tenant, at its sole cost and expense, shall remove promptly all personal property, debris and waste material resulting from the use and occupancy of the Premises by Tenant and/or any of the Tenant Parties, and Tenant shall promptly repair, at its sole cost and expense, any damage to the Premises caused by such removal. To the extent Tenant fails to perform the obligations under this Section 25, Landlord may, but need not, remove any personal property, debris and waste material, and restore the Premises to the condition that existed prior to Tenant's original entry upon the Premises, and Tenant shall pay the

cost thereof within thirty (30) days of receipt of an invoice therefor. Tenant's obligations under this Section 25 shall survive the termination of this Lease.

(TENANT TO INITIAL HERE \_\_\_\_\_)

Section 26. Holdover

Tenant shall have no right to holdover possession of the Premises after the expiration or termination of this Lease without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. If Tenant retains possession of any part of the Premises after expiration or termination, with or without the written consent of Landlord, Tenant shall become a month-to-month tenant only, for the entire Premises' upon all of the terms of this Lease as might be applicable to such tenancy, except that Tenant shall pay the Annual Rent and Percentage Rent in accordance with the terms as paid in the previous year. Tenant shall also pay Landlord all of Landlord's direct and consequential damages resulting from Tenant's holdover. No acceptance of Annual Rent, Percentage Rent or other payments by Landlord under this holdover provision shall operate as a waiver of Landlord's right to regain possession or any other of Landlord's remedies.

Section 27. Waiver

The waiver by Landlord or Tenant of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Tenant or Landlord in strict accordance with said terms. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

Section 28. Notices

Notices to be given under this Lease shall be in writing, sent as specified in the Summary of Lease Terms, and either sent by: (a) personal delivery, in which case notice shall be deemed delivered upon actual receipt, or (b) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered upon actual receipt, or (c) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier. The addresses set forth in the Summary of Lease Terms may be changed by written notice to the other party.

Section 29. Complete Agreement

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease shall constitute the entire agreement between the parties relative to the subject matter

hereof, and supersedes and cancels any and all prior negotiations, including but not limited to leases, licenses, agreements and understandings, if any, whether oral or written, between Landlord and Tenant with respect to the subject matter of this Lease or the Premises. There are no representations between Landlord and Tenant other than those contained in this Lease and all reliance with respect to any representations is based solely upon the terms of this Lease. Landlord specifically disclaims that Landlord has made any representations whatsoever about the Conservation Documents, the Conservation Easement or any potential Easement Grantee, as well as the impact thereof on this Lease. No amendment or modification of this Lease shall be binding or valid unless expressed in writing and executed and delivered by Landlord and Tenant. Subject to the limitations provided herein, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

#### Section 30. Limitation of Liability

Tenant agrees to look only to the interest of Landlord in the Premises and not to Landlord, its directors, officers, shareholders, employees, or agents personally with respect to any obligations or payments due or which may become due from Landlord to Tenant hereunder, or for the satisfaction of any of Tenant's remedies hereunder.

#### Section 31. Quiet Possession

Landlord agrees that Tenant, upon paying rent and performing the terms, covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises without disturbance by Landlord or any person claiming under Landlord during the Term of this Lease, subject, however, to the rights of Landlord set forth in this Lease, and any mortgages, deeds of trust, agreements and encumbrances to which this Lease is subordinate.

#### Section 32. Miscellaneous

- (a) The word "Tenant" as used herein shall include the plural as well as the singular.
- (b) This Lease is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity. Nothing contained in this Lease shall be deemed to be a gift or dedication of land or rights to the general public.
- (c) Nothing contained in this Lease shall be interpreted as creating a joint venture, partnership, or any other relationship between the Parties, other than the relation of a lessor and a lessee as described in this Lease.
- (d) Tenant represents to Landlord that Tenant has incurred no obligation to any finder or real estate broker with respect to this Lease, and no broker is in any way entitled to any broker's fee or other payment in connection with this Lease. Tenant shall indemnify and defend Landlord against any Claims by any finder, broker or salesperson for any payment of any

finder's fee, brokerage commission or other payment on the basis of contacts or dealings with Tenant in connection with this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

(f) The obligations of each of the Parties under this Lease (other than obligations to pay money) shall be temporarily excused if such Party is prevented or delayed in performing such obligations by reason of any strikes, lockouts or labor disputes; government restrictions, regulations, controls, action or inaction; civil commotion; extraordinary weather, fire or other acts of God; or other circumstances beyond such Party's reasonable control.

(g) Submission of this instrument for examination or signature by Tenant does not constitute an offer to lease or a reservation of or option to lease. Landlord shall not be bound by this Lease until Landlord has executed and delivered this Lease to Tenant, notwithstanding Tenant's execution and delivery of this Lease to Landlord.

(h) The waivers of claims or rights, the releases and the obligations under this Lease to indemnify, protect, defend and hold harmless Landlord and other Indemnitees shall survive the expiration or earlier termination of this Lease, and so shall all other obligations or agreements hereunder which by their terms survive the expiration or earlier termination of this Lease.

(i) Subject to the provisions of this Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(j) If any provisions of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

(k) The provisions of this Lease, and the exhibits referred to herein, have been prepared, examined, negotiated and revised by each Party, and no implication shall be drawn and no provision shall be construed against any Party hereto by virtue of the purported identity of the drafter of this Lease, or any portion thereof.

(l) This Lease shall be governed by and construed pursuant to the laws of the State of California.

(m) The language in all parts of this Lease shall be construed according to its normal and usual meaning and not strictly for or against either Landlord or Tenant.

(n) Neither this Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Tenant. Any such unauthorized recording shall give Landlord the right to declare a breach of this Lease and pursue the remedies provided herein.

(o) This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 33. Exhibits

The exhibits attached to this Lease are hereby incorporated into this Lease and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the respective dates indicated below, to be effective upon the Effective Date.

TENANT:

MILLER'S LANDING RESORT, INC., a  
California corporation,

LANDLORD:

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

---

---

Sarah Hug  
Manager,  
Hydro Support

Date of Execution  
by Tenant: \_\_\_\_\_

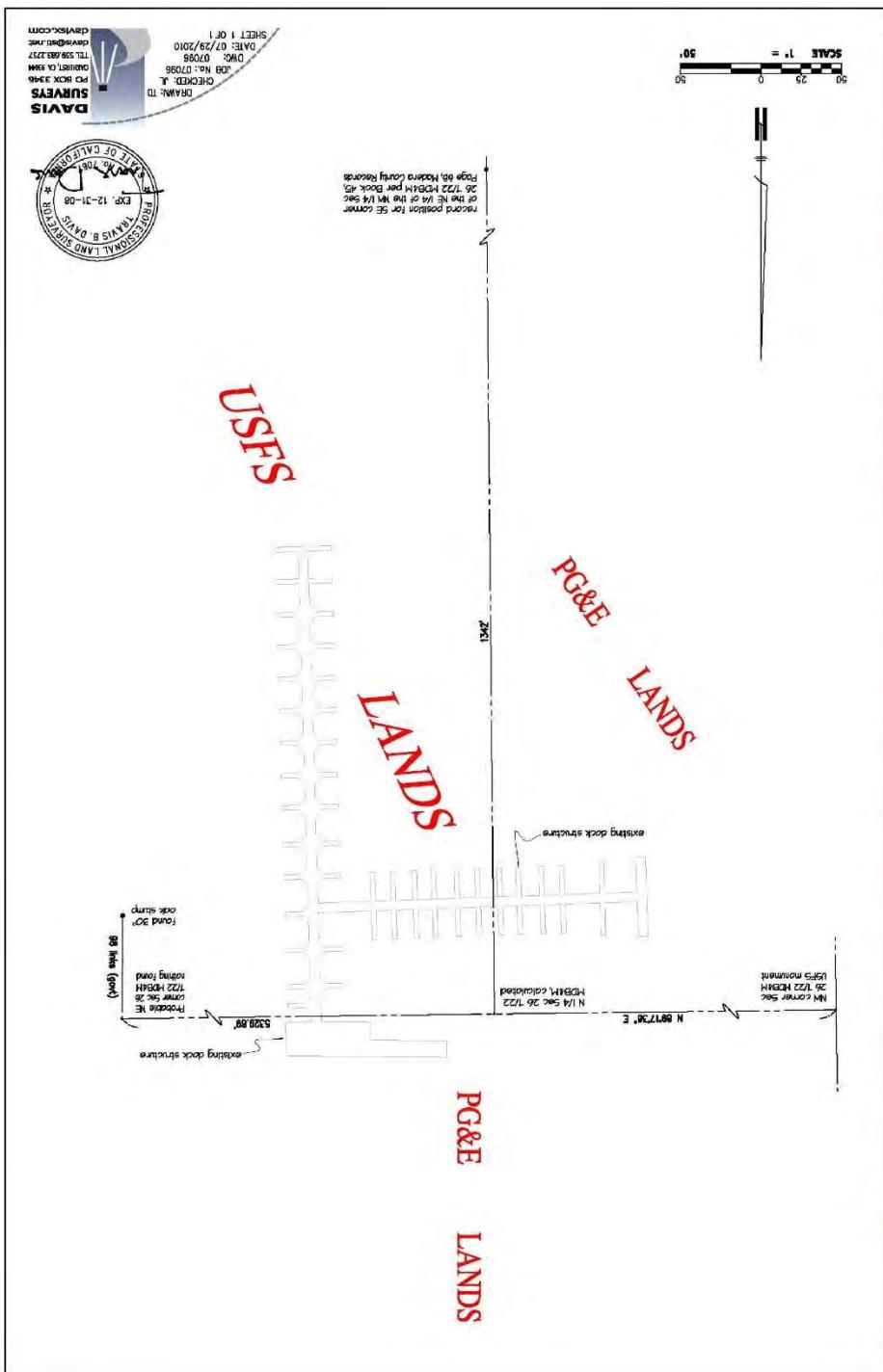
Date of Execution  
by Landlord: \_\_\_\_\_

Note: Tenant also to initial Sections 2(c), 3, 7(a) and 25

Attach to LD: 2207-22-  
Area, Region or Location: 5; SJVR; South Valley  
Land Service Office: Fresno  
Line of Business: Hydro (24)  
Business Doc Type: Agreements  
MTRSQ: 22.07.22.16.14, 22.07.22.16.11, 22.07.22.16.13, 22.07.22.16.12, 22.07.22.16.24,  
22.07.22.16.21, 22.07.22.16.23, 22.07.22.16.22,  
FERC License Number: 1354  
PG&E Drawing Number: NA  
Plat No.: 7223-D  
LD of Affected Documents:N/A  
LD of Cross Referenced Documents:  
Type of interest: Agreements (56), Leases from PGE (11L)  
SBE Parcel: 135-20-009-2  
% Being Quitclaimed: NA  
Order or PM: 2047419  
JCN: NA  
County: Madera  
Utility Notice Number: NA  
851 Approval Application No: \_\_\_\_\_ ; Decision: \_\_\_\_\_  
Prepared By: jjw2  
Checked By: r9m1  
Approved By: s2p0/smtk  
Revised by:

EXHIBIT A (Sheet 1 of 3)  
USFS and PG&E Lands – Field Survey

**Exhibit "A" - Sheet 1 of 3  
Map of Premises/New Development  
USFS and PG&E Lands - Field Survey**

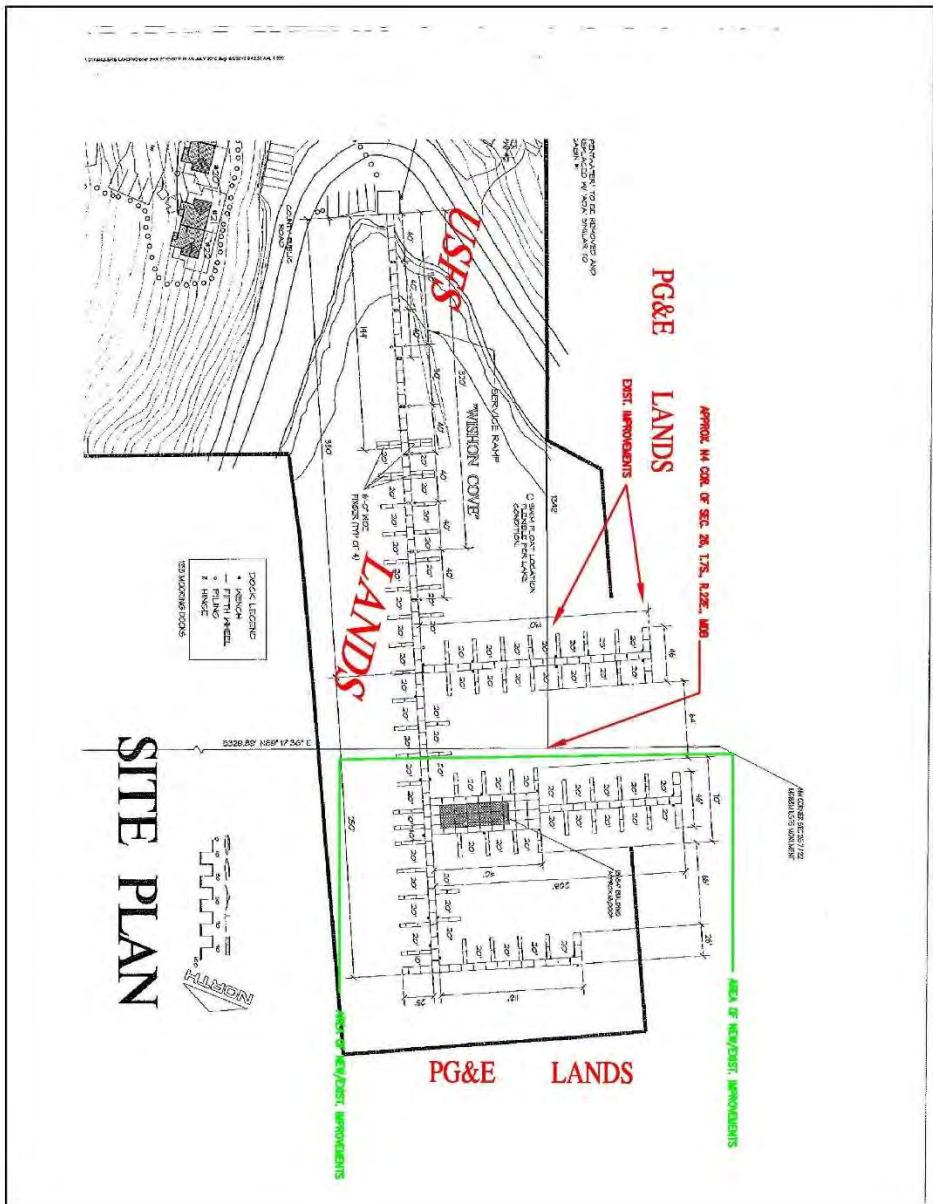


**Exhibit "A" - Sheet 2 of 3  
Map of Premises/New Development  
Existing Dock (USFS and PG&E Lands)**



EXHIBIT "A" (Sheet 3 of 3)  
(Proposed New 23 Slip/Fuel Expansion)

**Exhibit "A" - Sheet 3 of 3  
Map of Premises/New Development  
Proposed New 23 slip/Fuel Expansion**



**EXHIBIT B**

Bass Lake Shoreline and Water Surface Management Plan

(Incorporated by reference)

## EXHIBIT C

### PG&E Insurance Requirements

Tenant shall at its sole cost and expense, procure, and maintain the following insurance coverage and be responsible for its Sub Tenants maintaining sufficient limits of the appropriate insurance coverage.

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation insurance or self-insurance indicating compliance with applicable labor codes, acts, laws or statutes, state or federal, including Longshore & Harbor workers' compensation and Jones Act, where Tenant performs work.

Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

#### COMMERCIAL GENERAL LIABILITY

Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form.

The limit shall not be less than \$2,000,000 each occurrence for bodily injury, property damage, personal injury and completed operations. Coverage limits may be satisfied using an umbrella or excess liability policy and must follow form of primary coverage.

Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, PG&E's directors, officers, employees, agents, and its parent company, affiliates, subsidiaries, with respect to liability arising out of this lease agreement (ISO Form CG2010 11/85 form or equivalent). In the event the CGL policy includes a "blanket additional insured by contract," the following language added to the certificate of insurance will satisfy our requirement: "PG&E, its parent corporation, subsidiaries and affiliates, and their respective directors, officers, managers, representatives, agents, employees, transferees, successors and assigns, with respect to liability arising out of the (Lessee/Tenant) operations or this Lease, has been endorsed by blanket endorsement;" b) be endorsed to specify that the (Lessee/Tenant)'s insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it, and; c) include a severability of interest clause.

#### BUSINESS AUTO

Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.

If the business includes hauling hazardous material, then limits shall be not be less than or equivalent to the DMV requirement and shall be endorsed in accordance with Section 30 of the Motor Carrier Act of 1980 (Category 2) and the CA 9948 endorsement.

#### POLLUTION LEGAL LIABILITY/POLLUTION LIABILITY

Limit subject to change by PG&E's insurance department on thirty (30) days written notice, based on risk.

For scope involving environmental exposures, pollution liability with coverage for bodily injury, property damage, including clean up costs and defense costs resulting from sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water. If work involves asbestos or lead abatement or exposure, asbestos and lead liability insurance shall be maintained.

The limit shall not be less than \$3,000,000 each occurrence for bodily injury and property damage.

The policy shall endorse PG&E as additional insured.

#### WATERCRAFT LIABILITY

Protection and Indemnity or other watercraft liability coverage, including coverage for injury sustained by any passenger and applying to all watercraft owned or used by Tenant or its subtenants in the performance of the Lease shall be procured and maintained.

The limit shall not be less than \$5,000,000 for each occurrence for bodily injury and property damage including passenger legal liability.

Coverage shall: a) By "Additional Insured" endorsement add as additional insureds PG&E, its parent corporation, subsidiaries and affiliates, and their respective directors, officers, managers, representatives, agents, employees, transferees, successors and assigns, with respect to liability arising out of the (Lessee/Tenant) operations or this Lease; b) Be endorsed to specify that the (Lessee/Tenant)'s insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it; c) include a severability of interest clause.

## ADDITIONAL INSURANCE PROVISIONS

Before the Effective Date of this Lease, Tenant shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Tenant.

The documentation must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas and Electric Company  
Land Agent – Hydro Support  
650 “O” Street. Bag 23  
Fresno, CA 93760-0001

A copy of all such insurance documents shall be sent to Landlord at Landlord's Notice Address, as specified in the Summary of Lease Terms.

PG&E may inspect the original policies or require complete certified copies, at any time.

Upon request, (Lessee/Tenant) shall furnish PG&E evidence of insurance for its Sub (Lessee/Tenant)'s as PG&E requires of Tenant.

**All policies or binders with respect to insurance maintained shall waive any right of subrogation of the insurers hereunder against PG&E, its parent corporation, subsidiaries and affiliates, and their respective directors, officers, managers, representatives, agents, employees, transferees, successors and assigns.**

## **Attachment 2**

**FERC Approval to Develop**



Pacific Gas and  
Electric Company®

Power Generation

245 Market Street  
San Francisco, CA 94105

February 23, 2015

Mailing Address  
Mail Code N13E  
P. O. Box 770000  
San Francisco, CA 94177

**Via Electronic Submittal (E-Filing)**

Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
Mail Code: DHAC, PJ12.6  
888 First Street, N.E.  
Washington, D.C. 20426

**RE: Crane Valley Project (FERC No. 1354)  
Boat Dock Expansion – Article 418 Standard Land Use and Occupancy**

Dear Secretary Bose:

Pacific Gas and Electric Company (PG&E) owns and operates the Crane Valley Hydroelectric Project (FERC No. 1354) which is located in Madera County. Bass Lake is the largest impoundment associated with this project. In accordance with the Standard Land Use and Occupancy, License Article No. 418, PG&E has received a request from a commercial resort owner for expansion of their dock from 66 slips to 93 slips (an increase of 27 slips). According to License Article No. 418 paragraph (b), PG&E may grant permission without prior Commission approval *if the expansion is a non-commercial piers, landings, boat docks, or similar structures and facilities that can accommodate no more than 10 water craft at a time and where said facility is intended to serve single-family type dwellings.* The current proposed expansion exceeds these limits; therefore PG&E is requesting FERC's review and approval of this project.

**Description of Proposed Construction Plan**

Miller's Landing Resort (Miller's) is located on the Southwest side of Bass Lake on County Road 222. The resort currently operates a commercial boat dock with 66 boat slips, gasoline facilities, and a dock store. Miller's is proposing a project to expand their existing boat dock with an additional 27 slips within the existing area of Wishon Cove. The current dock is connected to the shore on United States Forest Service (Forest Service) Lands, while the existing in-water portion of the dock lies on both Forest Service and PG&E lands and proposed in-water expansion lies solely on PG&E lands. Exhibit A in the Miller's enclosed application, provides site maps and plans, property line diagrams, a drawing of the existing dock along with the expansion project, and an aerial view of Miller's current dock that exists within Wishon Cove. Also enclosed in Exhibit B is a Forest Service scoping letter sent to the Miller's dated January 20, 2007 as well as FERC Exhibit Drawing G-4 and the Miller's Forest Service Special Use Permit.

This project was initially proposed to PG&E in March of 2008. The expansion, which is within PG&E's FERC boundary, was previously believed to only be on Forest Service Land. Once PG&E reviewed the plans, we discovered that the majority of this work would be taking place on PG&E lands within the FERC boundary.

## **Bass Lake Shoreline and Water Surface Management Plan**

The FERC Order approving the Bass Lake Shoreline and Water Surface Management Plan (Plan) under Article 413 dated August 31, 2012 addresses the uses and occupancies on Bass Lake's water surface and shoreline and aimed to improve or enhance recreation activities on Bass Lake. The Miller's dock expansion proposal is consistent with Goal No. 2 of the approved Plan to "Enhance and balance recreation activities on Bass Lake". More specifically it is consistent with the following objectives of this goal:

- Allow the development of shoreline structures within acceptable limits
- Reduce congestion around boat docks and other shoreline structures, minimize intrusion by boat docks and structures onto the boatable water surface, and maintain boat docks and other shoreline structures in a safe condition.

By approving this dock expansion, Miller's will help to accommodate public recreation demand for overnight moorings and boat rentals at the lake while not intruding into the lakes' high speed boating areas, being consistent with existing shoreline zoning and adjacent land uses, and not resulting in any significant environmental affect. Construction will begin upon receiving FERC approval, which is currently scheduled for July 1, 2015 through December 31, 2015 to avoid the Limited Operating Period (LOP) in PG&E's Bass Lake Bald Eagle and Raptor Management Plan.

Please review this application and provide PG&E with your approval of this non-project recreation improvement. If you have any questions regarding this request please do not hesitate to contact me at (415) 973-1554 or by email at JYH9@pge.com

Sincerely,



Jaime Hoffman, License Coordinator  
Hydro Licensing

Enclosures:

- 2015-2-23 Shoreline Development Application
- Corresponding Exhibits A&B
- FERC Exhibit Drawing G-4
- USFS Special Use Permit

JYH9 (3-1554) S:\PG Safety Env & LM\Southern Area\Crane Valley\Outgoing Correspondence Drafts\ 2015-2-23 PG&E to FERC DC re Miller's Landing Shoreline Development Application.doc

bcc: (email w/ enclosures)

Annette Faraglia

John D. Moore

Peter Merck

Daniel Pantoja

Dan Clark

Jerry Wong

Neil Wong

Rich Doble

John Mintz

James Mangold

Thomas Rhee

**File: FERC 1354, 026.1191**

**SAP No. 3829703**

**Task 1:**

- LC updated long text in task, confirm.
- Technical Assistant update: *Letter filed [date]. Letter attached to notification.*
- Technical Assistant complete task

**Notification:**

- Technical Assistant attach letter and w/ enclosure
- NO- Outgoing Commitments

**FEDERAL ENERGY REGULATORY COMMISSION (FERC)**  
**SHORELINE DEVELOPMENT APPLICATION**  
For  
Miller's Landing Resort Expansion, Bass Lake, Madera County  
On  
Pacific Gas & Electric Company's (PG&E)  
Crane Valley Hydroelectric Project (FERC No. 1354)

**1) Description of non-project use:**

Miller's Landing Resort (Miller's) is located on the Southwest side of Bass Lake on County Road 222 (see Exhibit A). The resort is currently authorized under the Crane Valley License, FERC No. 1354 (License) for a commercial boat dock with 66 boat slips, a boat rental building and a fueling station. Miller's is proposing to rebuild/retain the existing dock and expand it with an additional 27 slips as well as replace the existing boat rental building and fueling station.

- **Location, size, type of conveyance (i.e., lease, right of way, easement, etc.), major components, materials, layout or design:**
  - (a) Location – Wishon Cove, Bass Lake, County of Madera;
  - (b) Size - Approx. 180 feet by 208 feet (see plans – Exhibit A);
  - (c) Type of Conveyance – Lease/License Agreement;
  - (d) Major Components, Materials, and layout or design – Polyurethane Steel Dock to accommodate 27 boat slips, a rental building and a fueling station. (See attached plans – Exhibit A).
- **Construction and operation materials, construction duration and approximate start and completion dates:**
  - (a) Construction and Operations Methods – The new docks will be pre-assembled on land and then floated into the lake for placement and attachment on to the existing dock facilities. Additional components such as the prefabricated rental building may be assembled on the dock once the dock is in place to avoid excessive weight while transporting to the launch. The existing cement dock and paved parking area will accommodate the launching of such facilities without any ground disturbance.
  - (b) Construction Duration – An approximate six (6) month period from the time of receiving project approval.
  - (c) Approximate Start and Completion Dates – Upon final approval, construction will occur approximately between July 1 through December 31 which is outside of the Limited Operating Period (LOP) in PG&E's Bass Lake Bald Eagle and Raptor Management Plan.

- **Purpose of proposed use:**
    - (a) Expansion of existing marina facilities in order to increase number of boat dock slips and to help alleviate overall congestion on the lake due to illegal moorings.
  - **Description of any Federal, State, and Local permits or approvals required or obtained for proposed use:**
    - (a) The proposed gasoline fueling station located on the new expansion portion of the boat dock has a Hazardous Material Business Plan that is licensed with the San Joaquin Valley Air Pollution Control District and the County of Madera. There is also a permit issued and secured from the California Department of Toxic Substances Control entity.
    - (b) The existing dock and resort are under the purview of the US Forest Service and are subject to any approval of those activities and facilities as may be required by the existing Special Use Permit (attached).
  - **Maps showing the location layout of the proposed facility in relation to the project boundary and GPS coordinates:**
    - (a) Map showing the location layout of the proposed facility in relation to the Project Boundary - See attached plan (Exhibit A and FERC Exhibit Drawing G-4); The proposed expansion facility is located entirely within the boundaries of PG&E's FERC Project Boundary that is located on the lake side of Road 222, 50 feet from the roads centerline.
    - (b) GPS coordinates – South N37d18m1s  
W119d32d15s  
North N37d18m1s  
W119d32d12s  
East N37d17m59s  
W119d32d12s
  - **Licensee ownership or rights to the lands/waters occupied by the proposed use:**
    - (a) The proposed expansion use area is located entirely on PG&E real property, as previously substantiated by a land survey.
- (2) Description of affected environment (the immediate area surrounding the site of the proposed facility or use):**
- **Common fish and wildlife species:**

Bass Lake supports primarily non-native fish, although some native fish reside in Bass Lake. Common fish species are rainbow trout (*Oncorhynchus mykiss*), kokanee (*O. nerka*), brown trout (*Salmo trutta*), goldfish (*Carassius auratus*), golden shiner (*Notemigonus crysoleucas*), hitch (*Lavinia exilicauda*), Sacramento sucker (*Catostomus occidentalis*), white catfish (*Ameiurus catus*), brown bullhead (*A. nebulosus*), channel catfish (*Ictalurus punctatus*), green sunfish (*Lepomis cyanellus*), bluegill (*L. macrochirus*), spotted bass (*Micropterus punctulatus*), largemouth bass (*M. salmoides*), black crappie (*Pomoxis nigromaculatus*), and prickly sculpin (*Cottus asper*). None of these fish species are considered special-status species. No negative impacts are expected to fisheries resources, as in water work will be minimal.

The proposed dock expansion site is adjacent to a developed recreation area that is heavily used during the recreation season, and therefore is somewhat disturbed by human activity. The main habitat types surrounding the proposed dock expansion are lacustrine and ruderal herbaceous plant community surrounded by ponderosa pine forest. Common wildlife species that may occur in these habitats are belted kingfishers (*Ceryle alcyon*), herons, black phoebe (*Sayornis nigricans*), mallard (*Anas platyrhynchos*), cinnamon teal (*A. cyanoptera*), northern pintail (*A. acuta*), osprey (*Pandion haliaetus*), western gray squirrel (*Sciurus griseus*), gray fox (*Urocyon cinereoargenteus*), western wood-peewee (*Contopus sordidulus*), Steller's jay (*Cyanocitta stelleri*), brown creeper (*Certhia americana*), northern flicker (*Colaptes auratus*), woodpeckers, American kestrel (*Falco sparverius*), western bluebird (*Sialia mexicana*), and western screech owl (*Otus kennicottii*). Not all of these species are expected to occur in the proposed work area. Potential impacts will likely be noise-related. Such impacts would be temporal and would not be expected to result in negative impacts.

- **Threatened and endangered species:**

Although the bald eagle has been delisted from the federal Endangered Species Act, it is still listed as Endangered under the California Endangered Species Act. Two bald eagle nests occur in the vicinity of the proposed dock expansion. Both nests are monitored annually under the Bass Lake Bald Eagle and Raptor Management Plan (Bald Eagle Plan), which is a component of the Crane Valley Project. According to the Bald Eagle Plan, both nests are protected through a  $\frac{1}{4}$ -mile and  $\frac{1}{2}$ -mile buffer zone from January 1 – June 30 (LOP). During the LOP, activities such as construction may not occur within buffer zones.

The proposed dock expansion occurs on the border of the  $\frac{1}{2}$ -mile buffer zone of the Pine Point nest. No other threatened or endangered species are known to occur in the immediate area of the proposed dock expansion.

- **Wetlands, critical habitats, or significant natural features:**

A search of US Fish and Wildlife Service Critical Habitat was completed for the proposed project. No critical habitat was identified in the proposed project area. Also, no significant natural features occur at the proposed project site.

A review of US Fish and Wildlife Service's National Wetlands Inventory and historical aerial photographs did not identify any wetlands in the vicinity of the project area aside from Bass Lake. Since the construction will occur above the high water line in a flat area and no ground disturbance will result from the project, the proposed project is not expected to impact wetlands.

- **Historic and cultural resources:**

All lands within the Crane Valley Project FERC boundary were surveyed in 1984 as part of the cultural resource studies performed by Infotec Research, Inc. (IRI) and Theodoratus Cultural Research, Inc. (TCRI) (IRI and TCRI 1985). The Crane Valley Facilities were documented in the initial survey report (IRI and TCRI 1985); they were subsequently evaluated by Shoup (1986), who concluded that none of the key elements of the system qualify as historic properties. Without explicitly specifying the hydroelectric facilities, the California State Historic Preservation Officer (SHPO) concurred with the evaluation of historic resources in its 15 July 1987 letter (SHPO Reference #FERC840604A). The 1984 archaeological survey did not identify any cultural resources in the current project area. At present, the project area lies entirely within the waters of Bass Lake and could not be examined by pedestrian survey. Based on the lack of cultural resources in or near the project area, as well as the lack of ground disturbance, this project is exempt from further review.

- **Common vegetation and trees:**

The dominant habitat in the vicinity of the proposed project is Ponderosa Pine Forest. The dominant species in this community is ponderosa pine (*Pinus ponderosa*). Other species common to Ponderosa Pine Forest are incense cedar (*Calocedrus decurrens*), sugar pine (*Pinus lambertiana*), and canyon live oak (*Quercus chrysolepis*). Common understory species found in this community include deerbrush (*Ceanothus integerrimus*), whiteleaf manzanita (*Arctostaphylos viscida*), and mountain misery (*Chamaebatia foliolosa*). Open areas within the proposed project area are dominated by ruderal annual grassland. Species commonly found in these grassland habitats include brome grasses (*Bromus* sp.), barley (*Hordeum* sp.) and fescues (*Festuca* sp.) along with a variety of annual and perennial forbs.

- **Water quality and appropriate depth:**

The current cove area has enough depth to accommodate the planned expansion as this particular location remains watered year round. As the project is currently proposed there are no water quality related issues.

- **Scenic quality:**

The proposed expansion of the dock is located in Wishon Cove. This cove is highly developed with existing marina and shoreline structures associated with Miller's Resort and with the adjacent Camp Wishon, an organizational camp. The proposed expansion is consistent with the visual character of the cove and will have little if any impact to the scenic quality of the surrounding area.

- **Existing recreation, land and water uses, structures:**

Within the water surface area of the cover, there are currently 66 existing boat slips, a marina building, and fueling station located in the eastern portion of the cove and managed by Miller's resort. The 2014 Shoreline and Water Surface Management (SWSM) plan's zones this portion of the cover for commercial use. In the eastern portion of the water surface, two docks provide boat slips for an organizational recreation camp (Camp Wishon Cove). The 2014 SWSM Plan's zones this portion of the cover for organizational camp and dispersed recreation

Wishon Campground, is located on the eastern shore with 26 recreational cabins, Forest Service permittees, are located on the cove's western shore. Uses and structures related to Miller's Resort and Camp Wishon Cove.

- **Distance to nearest opposite shoreline:**

- (a) From the northerly side center of the Miller's Landing existing General Store building, and in a northwesterly direction (and along the proposed new walkway extension), to the PG&E property line, the direct distance is approximately 556 feet (see Exhibit A).
- (b) From the northeasterly side center of the Miller's Landing existing Duplex #22 building, and in a northwesterly direction (and along the proposed new walkway extension), to the PG&E property line, the direct distance is approximately 454 feet (see Exhibit A).
- (c) From the northeasterly side center of the Miller's Landing existing ADA equipped cabin #, and in a northwesterly direction (and along the proposed new walkway extension), to the PG&E property line, the direct distance is approximately 434 feet (see Exhibit A).

**(3) Compatibility of non-project use with the following (contact licensee for information):**

- **Commission-approved management plans (i.e., recreation, shoreline or land use, dredging, cultural resource, wildlife protection, etc.):**

PG&E's 1999 Bass Lake SWSM Plan (FERC approved June 2001) discusses the management of the shoreline as it pertains to public recreation. Note: This plan has been revised and submitted to FERC and received final approval on August 31, 2012.

- **Project operations, purposes and applicable license requirements:**

The proposed dock expansion will likely have no impact to PG&E's Crane Valley Project Operations. The proposal will help achieve the recreation project purposes of appropriately providing for Project related recreation demand and the goal of the Projects SWSM Plan goal to enhance and balance recreation activities on Bass Lake

- **Licensee's own shoreline management guidelines or requirements:**

The proposed expansion fulfills the 1999 SWSM Plans recommendations to add additional slips as outlined in Objective 4 Strategy 4 to alleviate the need for unmanaged shore moorings.

- **Nearby approved/constructed non-project uses:**

This dock expansion takes place at the existing Millers Landing boat docks.

#### **(4) Potential environmental impact on affected environment:**

- **Vegetation removal:**

No vegetation removal is planned during this dock expansion project.

- **Shoreline erosion or increased turbidity:**

No additional turbidity or shoreline erosion is anticipated as a result of this project. The increased boating traffic will be minimized by the 5 mph speed limitations which are enforced within the cove. Erosion control work was also completed previously on the shoreline of the cove. Additionally, there is no anticipated erosion run-off from the on land construction activities related to the construction/assembly of dock, building, and fueling station.

- **Dredging and lakebed disturbance:**

No dredging activities are planned as well as other lakebed disturbances.

- **Disturbance of significant resources, species, or habitats:**

No disturbance of significant resources, species, or habitats is anticipated as a result of this dock expansion.

- **Specific impacts on existing land uses or structures:**

The proposed expansion project will provide additional mooring slips to increase public boating benefit while alleviating unmanaged beach moorings along the shoreline.

- **Potential for discharge of pollutants:**

The existing gasoline fueling station will be relocated to a new expansion area on PG&E real property. Current location is located on US Forest Service real property, with PG&E having possessory interest to the project boundary water surface.

Continued operation with the aforesaid permits with the San Joaquin Valley Air Pollution Control District, The County of Madera and the California Department of Toxic Substances Control Entity will remain in effect.

- **Reduced aesthetic quality:**

The addition of the 27 boat slips and replacement of the rental building and fuel station will not have a significant visual affect, as these features are compatible with the existing visual character of the cove. In addition, although the new dock will have more slips, it will occupy the same basic visual area as the existing dock structure.

- **Public access/use, navigation and recreation use:**

The proposal should have a positive recreation access, use, and navigation affect, as it will help reduce congestion along the shoreline and water surface area at nearby campgrounds. In addition, since there is no net increase in the dock area after the addition of 27 slips, there should not be a negative effect within the 5 mph, low speed water surface area of the cove.

**(5) Proposed measures or practices to minimize or mitigate impacts identified under item (4) such as:**

- **Erosion control measures:**

Construction and staging will occur above high water mark on developed (paved) surfaces and will be attached after deployment by floatation on water surface.

- **Avoidance of affected resources:**

As previously stated, no resources will be impacted during this dock expansion. Avoidance and minimization measures listed throughout application and include

construction activities occurring outside of the LOP (July 1 – December 31) as well as work and staging occurring on paved surfaces.

- **Discharge of Pollutants:**

The dock owner's existing hazardous business plan will be updated with Madera County to address the possible discharge of pollutants.

- **Changes in design or location of a proposed facility:**

The design of the dock expansion has been chosen to minimize aesthetic and environmental impacts while helping alleviate boat traffic congestion on the lake.

- **Close oversight to ensure compliance with licensee mandated permitting programs or land use regulations, Commission approved plans, or agency permit requirements:**

Miller's will work closely with PG&E's Planning and Licensing departments to ensure that all compliance requirements from existing permits, regulations, and plans are met.

- **A statement by the proponent that it fully intends to adhere to all permit conditions:**

Applicant will enter into the required license agreement for this use within its Crane Valley Project (FERC No. 1354) boundary area(s).

**(6) Documentation of consultation (copies of correspondence) with appropriate Federal, State, and Local government agencies including –**

- **Government agencies that own or manage lands or facilities in the immediate area:**

Besides the Licensee, the only other lands in the immediate area are federal lands that are managed by the US Forest Service (*See attached - Exhibit B and US Forest Service Special Use Permit*)

- **Government agencies that would likely need to authorize or approve the proposed use:**

All assembly and construction of the dock will occur above high water mark on National Forest Service (NFS) lands and then be floated into place over licensee's lands. If any work is necessary below high water mark the applicant will be required

to consult California Department of Fish and Wildlife for any required agreements. The dock will not require any fill or discharges to wetlands or waters of the United States or waters of the state. Therefore, Army Corp of Engineers and Regional Water Quality Control Board Permits will not be required.

- **Government agencies that have jurisdiction over resources that may be affected by the proposed use:**

The Federal Energy Regulatory Commission must approve the proposed dock expansion.

The US Forest Service has permitted the portion of the project on their lands and all other adjacent property owners are separated by a county road or water surface. (US Forest Service Special Use Permit (See attached - Exhibit B))

- **Adjoining property owners that may be affected:**

No additional property owners are located within Wishon Cove (See attached - Exhibit B).

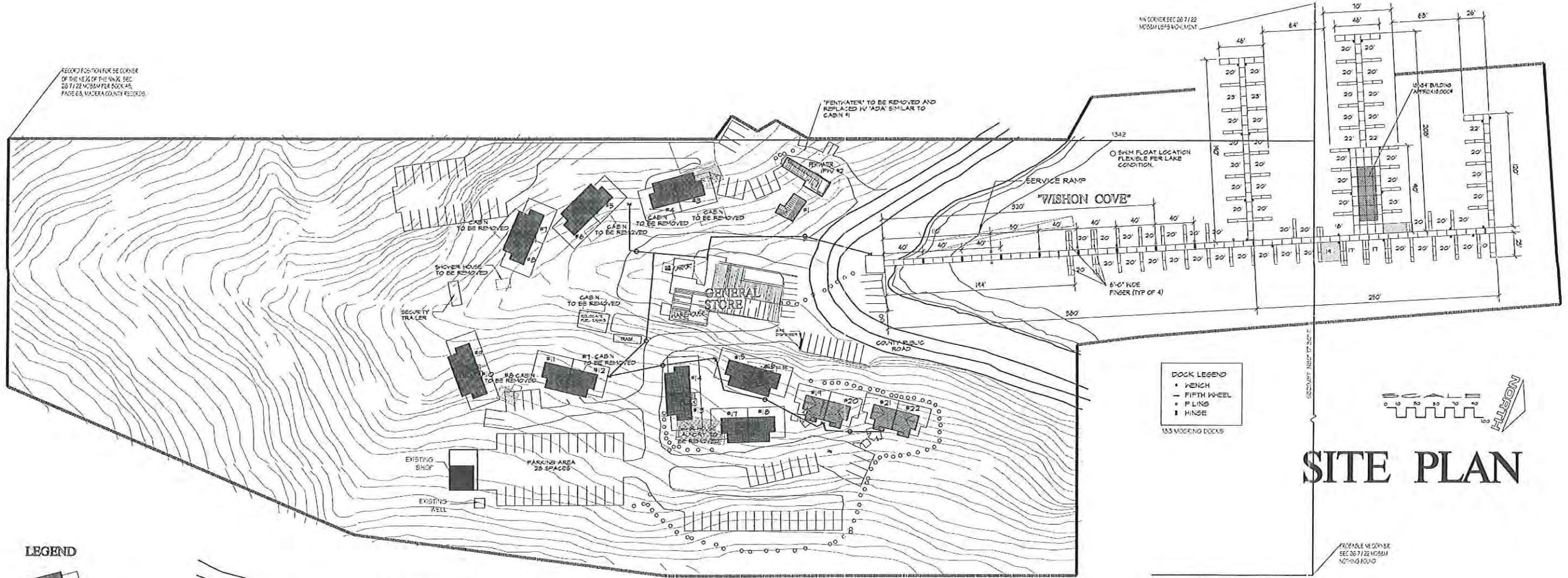
- **Copies of any government agency permits or agency review documents obtained for the proposed use:**

US Forest Service Special Use Permit (See attached - Exhibit B).

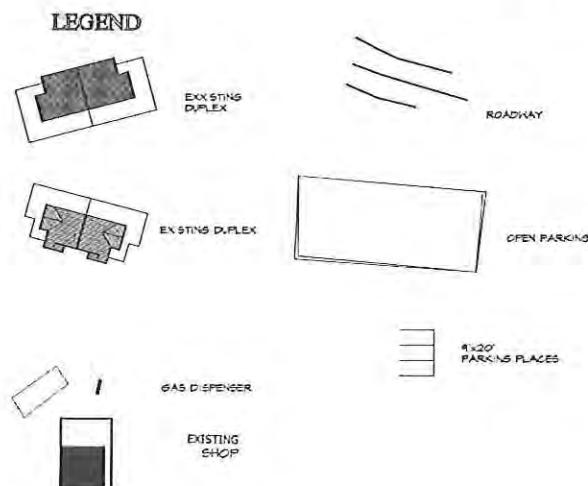
**MILLERS LANDING RESORT - BASS LAKE**  
37976 ROAD 222  
WISHLON, CA  
PH: (559) 642-3633  
**SIERRA NATIONAL FOREST**

FBI: (334) 042-3603

5



## SITE PLAN



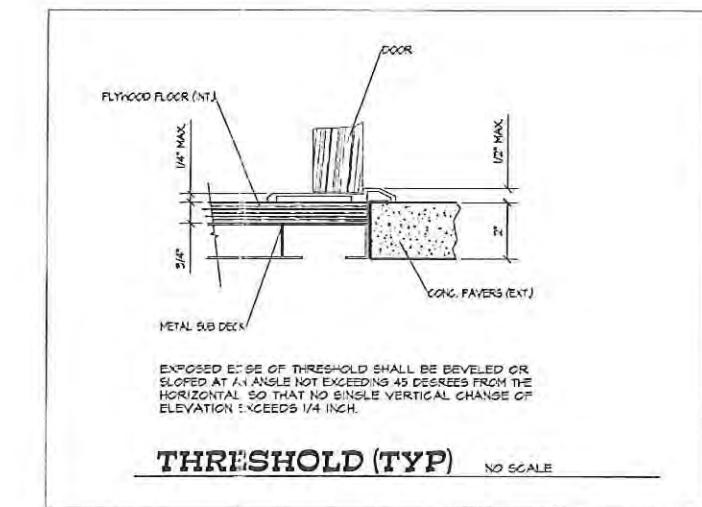
## FACILITY PROPOSAL

- |  |                       |
|--|-----------------------|
| 1. RETAIN 3 EXISTING CABINS  | 68 / EA = 24 PAOTS.   |
| 2. REMOVE 6 CABINS   | 68 / EA = (64) PAOTS. |
| 3. CONSTRUCT 1 CABIN   | 68 / EA = 12 PAOTS.   |
| TOTAL 12 CABINS  | 68 / EA = 96 PAOTS.   |
| <br>   |                       |
| 4. RETAIN STORE & BOATING FACILITY   | 63 PAOTS.             |
| 5. EXPAND MARINA FROM 60 BLPS TO 180 BLPS  | 16 PAOTS.             |
| 6. REMOVE EXISTING & CONSTRUCT NEW ROADWAYS & PARKINGS AS INDICATED                      |                       |
| 7. RETAIN EXISTING LUMRY / ENGINEER PLANT UNTIL FOREST SERVICE PRODUCES SIMILAR SERVICES |                       |
| 8. REPLACE FUEL TANKS WITH UNDERGROUND FUEL TANKS  |                       |
| 9. RETAIN SECURITY TRAILER AND ICE SERVICE STRUCTURE                                     | * 23 PAOTS.           |

PROPOSED PARKING:	44	ASSIGNED TO CABINS 69 AVA LABLE FOR STORE, E AND MARINA LEASE
TOTAL PARKING:	12	

**ACCESSIBILITY NOTE:**  
WHEN GANGWAY DOCK REACHES A SLOPE GREATER THAN  
A GUARDRAIL SHALL BE PROVIDED. THE MAXIMUM SLOPE OF  
THE RAMPS IS DEPENDANT ON THE HEIGHT OF THE WATER.

ALL BUILDING DOOR THRESHOLDS SHALL HAVE A MAXIMUM  
1/4 INCH TOTAL THRESHOLD RISE.



**THRESHOLD (TYP)**

## EXHIBIT A

REVISIONS	BY

MILLERS LANDING RESORT  
37976 ROAD 222  
WILSON CA. 93669  
A.P.M. 070-270-001-000

DOCK FUELING

L.C. SERVICES  
527 N. PARKVIEW  
FRESNO, CA 93728  
PHONE 444-1720  
CONTRACTOR LICENSE #770267 CLASS A

DRAWN	S.C.C.
CHECKED	
DATE	10-6-10
SCALE	1" = 20'
JOB NO.	514-1D
SHEET	1
OF	1
SHEETS	1

Notes:  

1. EXISTING 1 1/2" BALL VALVE
2. EXISTING OPW PISCES AP30 3" ACCESS CONTAINMENT PIPE
3. EXISTING OPW PISCES PEC - 150 MALE SWIVEL FITTING 1 1/2" MALE N.P.T.
4. EXISTING OPW PISCES SP15-250 1 1/2" SECONDARY CONTAINED PRESSURE PIPING
5. NEW API P-150-MD 1 1/2" METALLIC DUCTED COAXIAL DOUBLE WALL PIPE
6. NEW DOCK
7. VEEDER-ROOT 794380-205 SUMP SENSER
8. EMERGENCY PUMP SHUT OFF SWITCH MOUNTED ON BUILDING @ +5
9. EXISTING BLDG - REINSTALLED
10. REUSE EXISTING GILBARCO DISPENSE WITH NEW EBW 662-440-02 DOUBLE POPPET SHEAR VALVE, & TITEFLEX 111877E-2412 1 1/2" X 12" MXM SWIVEL FIRE SAFE ALL SS CONNECTOR
11. MORRISON 691-0300 IV 2" BALL VALVE
12. WESTERN FIBERGLASS 1630MDS DOUBLE SIDED DISPENSER SUMP
13. MS - 150 - 150 1 1/2" MALE SWIVEL FITTING
14. FEB - 150 - MD 1 1/2" METALLIC DUCTED ENTRY
15. STB - 150 SECONDARY TEST BOOT

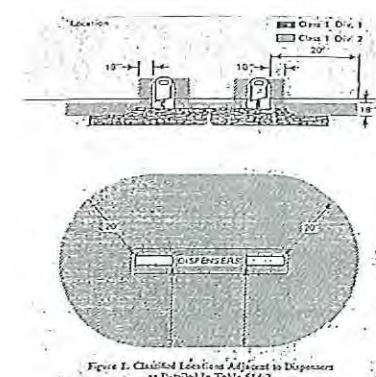
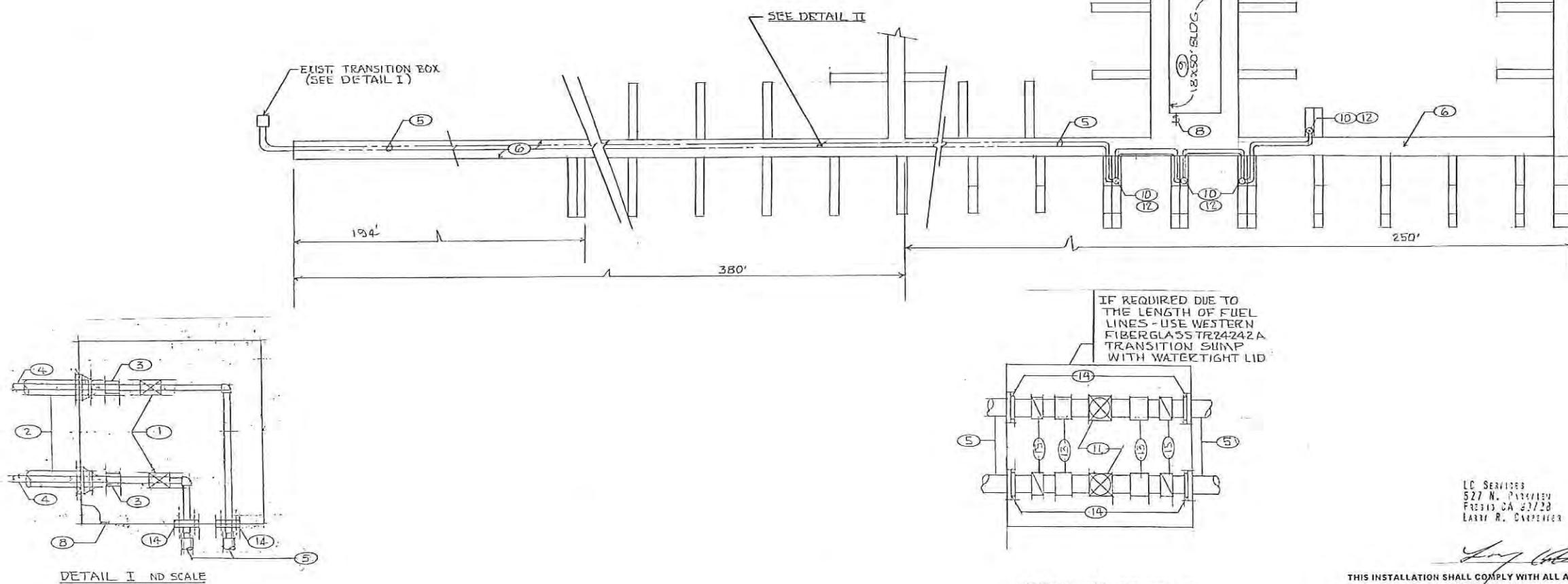


Figure 1. Detailed Location Adjacent to Dispensers  
as Defined in Table 514-2.

514-9. Underground Wiring. Underground wiring shall be furnished in threaded rigid metal conduit or threaded steel intermediate metal conduit. Any rigid electrical conduit or intermediate metal conduit installed in Class I, Division 1 or Division 2 location (as defined in Table 514-2) shall be considered to be in a Class I, Division 1 location, which shall extend at least the point of connection above grade. Refer to Table 300-5.

\*Exception for 1: Type M cable shall be permitted where it is installed in accordance with Article 110.

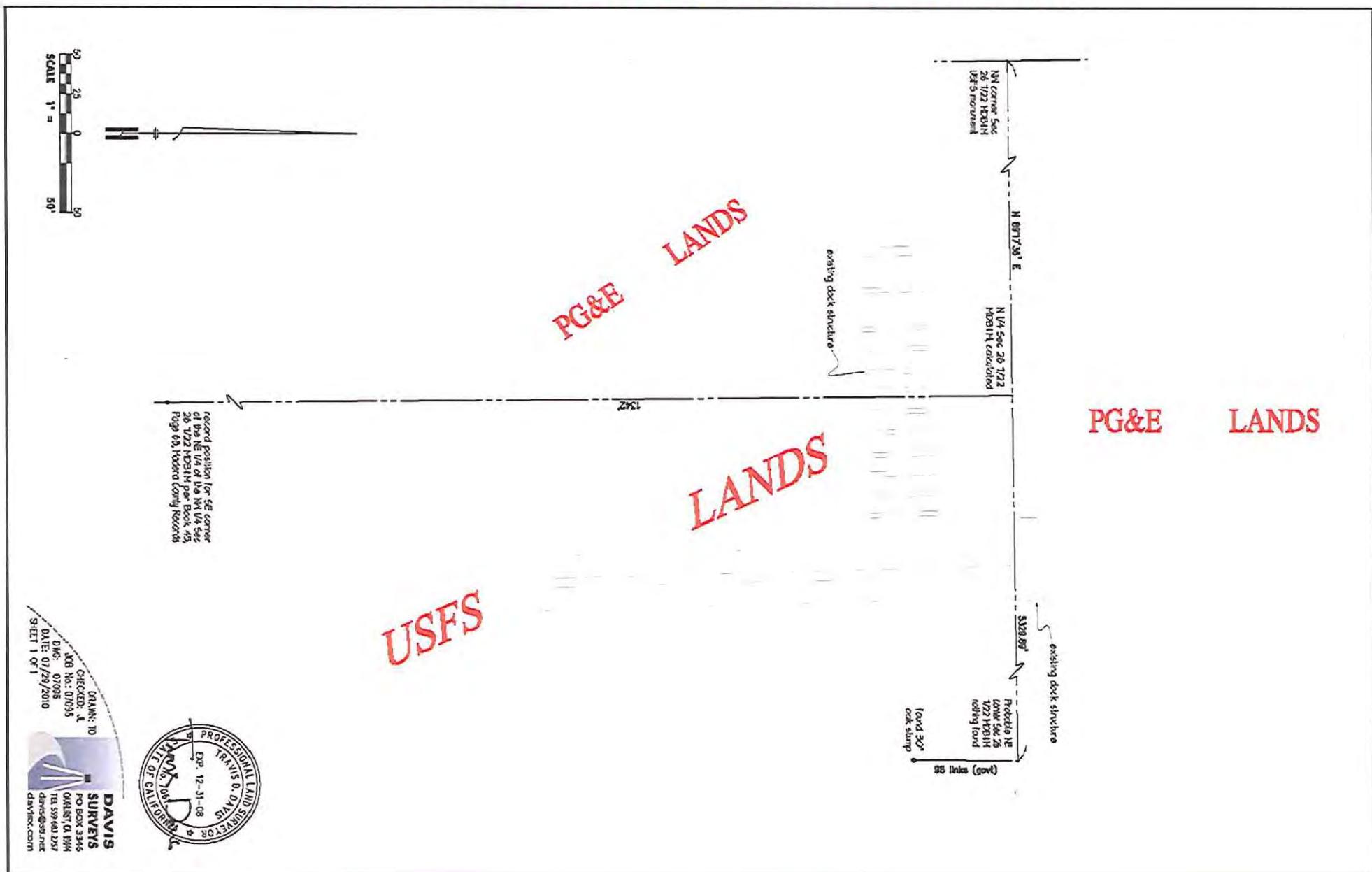
\*Exception 2: Rigid metal conduit or intermediate metal conduit with flexible metal connector shall be permitted to connect Type M cable to the rigid metal conduit or intermediate metal conduit in such threaded rigid metal conduit or threaded steel intermediate metal conduit shall be used for the last 2 feet (600 mm) of the length of run in accordance to the point of connection of the flexible metal connector to the rigid metal conduit. It shall be required to provide electrical continuity of the entire system and for grounding of non-current-carrying metal parts.



THIS INSTALLATION SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF THE CALIFORNIA HEALTH AND SAFETY CODE, CHAPTER 6.7, CALIFORNIA CODE OF REGULATIONS TITLE 23, DIVISION 3, CHAPTER 16, ENVIRONMENTAL HEALTH DEPARTMENTS, AND APCD

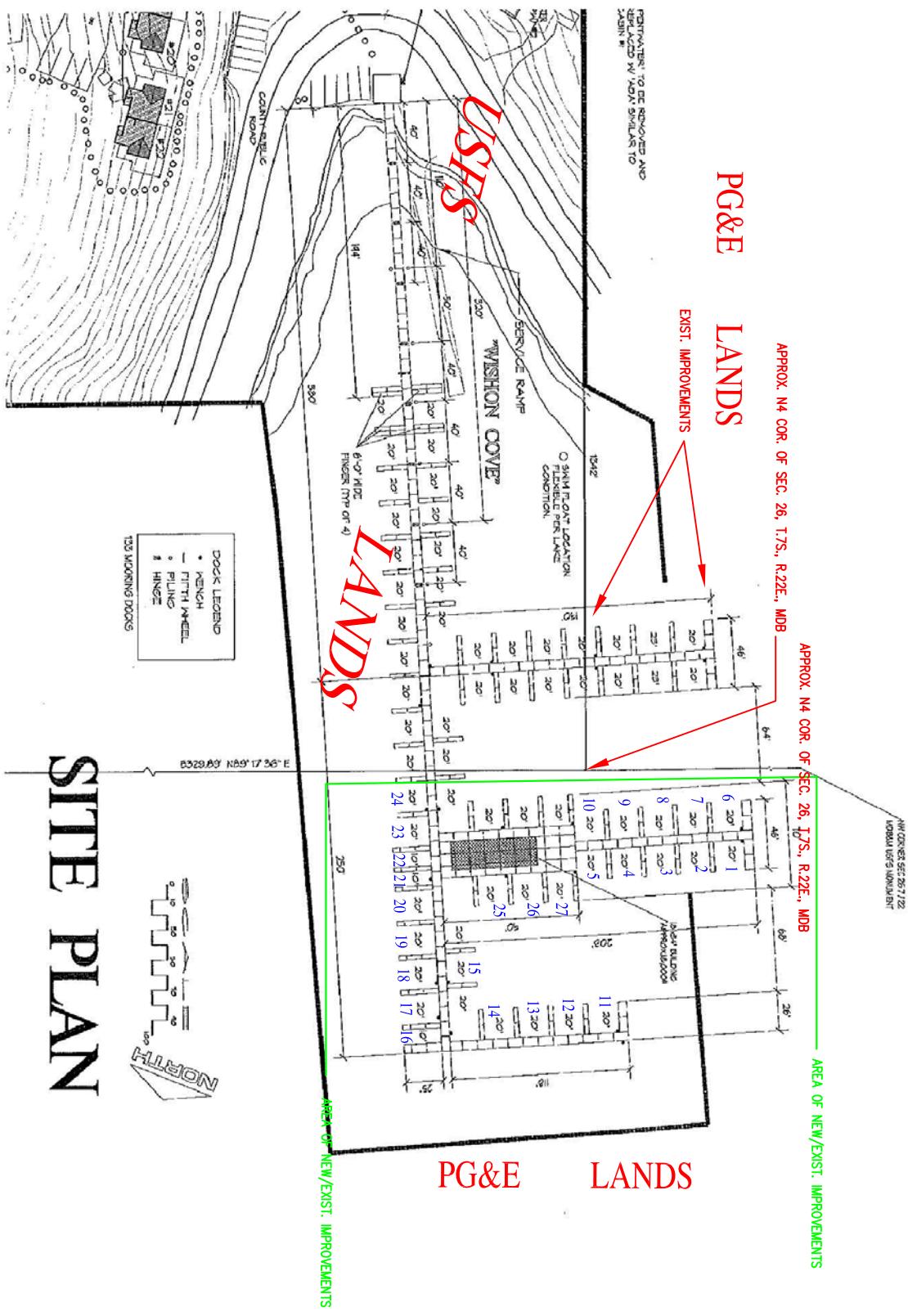
L.C. SERVICES  
527 N. PARKVIEW  
FRESNO, CA 93728  
PHONE 444-1720  
CONTRACTOR LICENSE #770267 CLASS A  
LARRY R. CARPENTER

# USFS AND PG&E LANDS

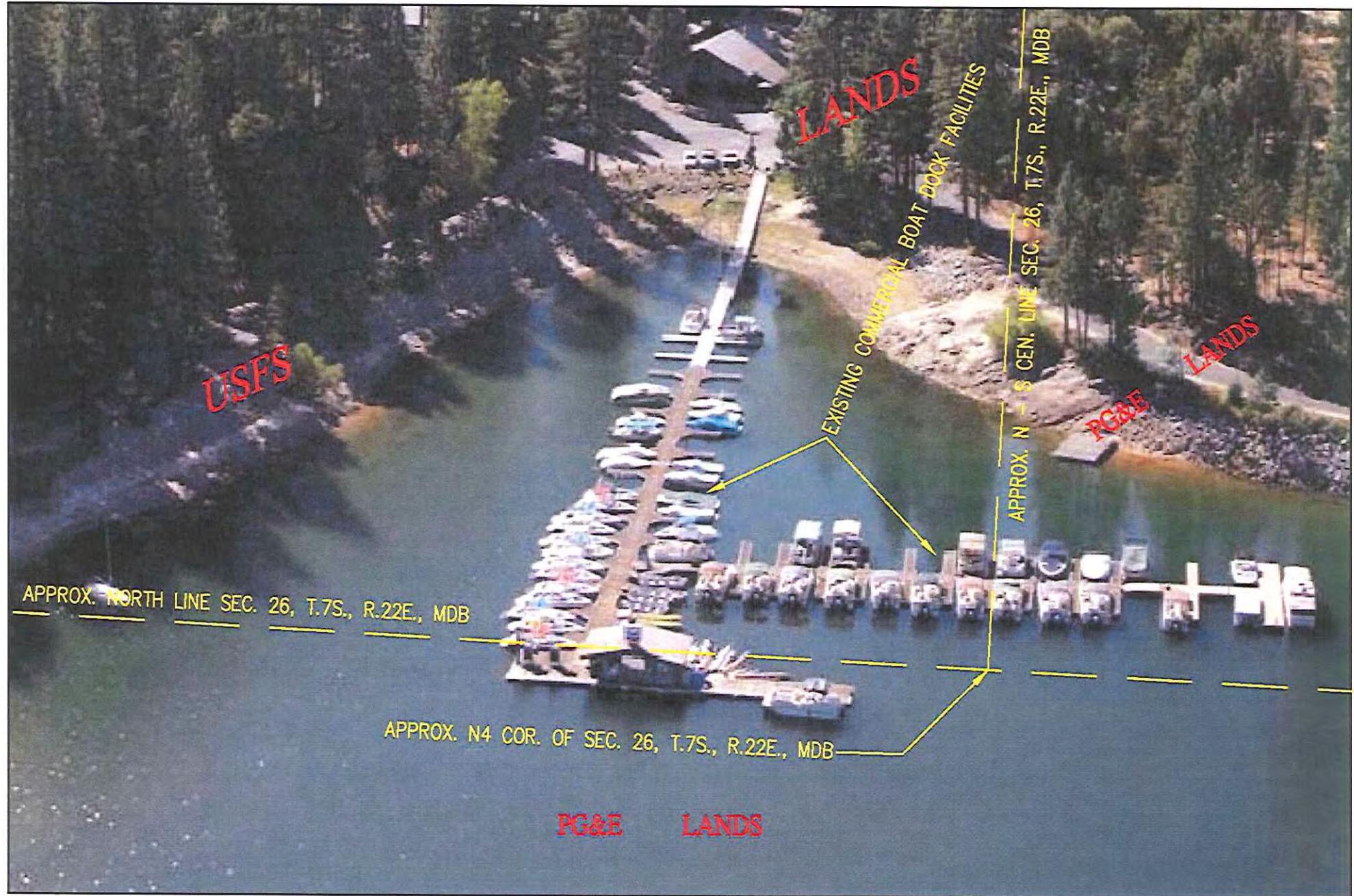


# PROPOSED EXPANSION LOCATION

## SITE PLAN



# EXISTING CONFIGURATION/CONDITION





United States  
Department of  
Agriculture

Forest  
Service

Bass Lake  
Ranger  
District

57003 Road 225  
North Fork, CA 93643  
(559) 877-2218  
(559) 877-3108 FAX  
(800) 735-2929 CA Relay Service

File Code: 2720  
Date: July 20, 2007

059-151-003-000  
CA  
CROSSLAND WILLIAM C JR, 10937 S  
FRANKWOOD 93654

**Comment Requested by August 3, 2007 Regarding:  
Millers Landing Resort Proposed Dock Expansion**

Millers Landing Resort has submitted a proposal to the Forest Service to expand their dock facility. Millers Landing is under special use permit on the Sierra National Forest and located on the south east side of Bass Lake. The current dock is entirely located on National Forest System lands. The expansion proposal would extend the dock onto lands owned by Pacific Gas and Electric Company (PGE) (see attached photo). PGE has requested that the Forest Service include description of Miller's Landing dock expansion plans in this letter to solicit comment from interested parties about the proposal.

The proposal is based on direction in the 1999 Bass Lake Shoreline and Water Surface Management Plan (1999 Plan) and encouragement from the Communication Committee for Bass Lake (the Committee). The Committee discusses Bass Lake water surface issues and assists in implementing the 1999 Plan. The Committee meets three times per year and members include: Madera County Sheriff Department, Bass Lake homeowners, Bass Lake businesses and resort owners, the US Forest Service, and Pacific Gas and Electric Company (PGE). For reasons described below, the Committee encouraged existing marina facilities to expand the number of dock slips available on Bass Lake to accommodate more overnight boat storage.

This need was described in the 1999 Plan and has become evident based on two main issues: First, all existing commercial dock facilities have long (over 5 years) waiting lists for overnight (and season long) slips, and second, overnight mooring along the lakeshore is becoming more prevalent each year (see attached photo). Overnight mooring along the lakeshore can be detrimental to shore vegetation, and has been reported by adjacent property owners as a nuisance for owners and clients. In response to these two issues, and guidance from the 2001 Plan, the Committee has requested that Madera County enact an ordinance to prohibit overnight mooring of boats along the lakeshore (see attached draft ordinance wording). The Committee developed the strategy to encourage existing providers of boat slips to provide more slips or approved mooring facility to accommodate as many boats is practicable to their business. Millers Landing dock expansion proposal is a result of this identified need.



**EXHIBIT B**

Printed on Recycled Paper



## **Millers Landing Proposal:**

### **Current Dock**

The current dock is authorized as part of the special use permit for the entire resort. The current dock is 500' long, including:

- gangway
- two easterly running arms, one 184' and the other 65' long
- total of 80 slips
- existing gas pumps
- 32' by 20' rental office

### **Proposed Dock**

The new dock would be 650' long, including:

- gangway
- three easterly running arms, one 184' and the other two 210' long
- total of 135 slips
- existing gas pumps
- expanded (18' by 54') rental office with convenience items for sale

The rental office building would be located either on the second or third arm of the dock. The expansion would likely result in the third arm of the dock occupying Pacific Gas and Electric Company land (see attached aerial photo). Because the arm would not be located on National Forest System lands, the Forest Service would have no jurisdiction over the approval or disapproval of that portion of the dock.

The Forest Service and PGE would like to hear any concerns or suggestions you may have regarding this dock expansion proposal. **Please provide comments to Gayne Sears, Bass Lake District Lands and Recreation Officer by August 3, 2007.** She can be reached at the address above, at 559-877-2218 ext. 3182 or [gsears@fs.fed.us](mailto:gsears@fs.fed.us).

Sincerely,

/s/ *Gayne Sears*  
DAVID W. MARTIN  
District Ranger

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Summary of Comments to District Ranger Dave Martin's Scoping Letter of 7/20/07

Opposed / Concerns : Key Issues

Brian Morrissey – Wishon Cove Property Owner

Detrimental to the environment, public safety and recreational lake access.

1. Environment
  - Proposal does not address increased boat parking and boat activity that will increase water contamination with petroleum products (fuel and oil).
  - Increased wake and wave activity may cause damage to local piers, and riparian environment at the south end of the cove.
  - Impacts of boating on bass and kokanee fisheries. (DF&G)
2. Public Safety
  - Increased boat traffic and reduction in available lake surface for swimming and muscle powered boating will adversely impact water safety in Wishon cove.
  - Granite outcropping entry point for swimmers will be riskier due to increased boat activity. Sheriff's department has instituted a system of red flag days for surface congestion.
3. Access to the Lake
  - Increase of 500 linear feet and 55 commercial parking spaces will likely impair lake access.
  - Congestion on the roads is already present and impedes access. Motor vehicle parking and road access at Wishon Cove are limited and at maximum capacity.
  - Roadway access is important for fire.

Peter Morrissey

- Interested in receiving terms and conditions of the current special use permit and what the exact changes will be to the text of the special use permit.  
Will Millers be required to pay the fair value for the right to build additional slips?  
Will this be an exclusion from NEPA compliance?
- Impacts to Bass Lake watershed. Need detailed review of air and water pollution from additional boats the marina and gas station will serve. Expect substantial increase in automobile and trailer traffic to and from Millers.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Katherine Morrissey

- Dock expansion will create detrimental impacts on the lake, shore vegetation and larger forest habitat. Efforts to preserve and enhance habitat to protect biological resources, including special plant species, California spotted owls, bald eagles and osprey will be more difficult with increased recreational usage.
- Desire for recreational boating at Bass Lake needs to be balanced with other uses of the Bass Lake Recreation Area, including, but not limited to: timber management, hiking, camping, protection of biological resources, fishing and hunting, open space, fire prevention, tourism, horseback riding, swimming, historical and cultural reservation.
- The 1999 Bass Lake Shoreline and Water Surface Management Plan encouraged dock expansion. PSEA and Miller's Landing have already expanded their docks. Seems disingenuous to return to that Plan for more expansion.
- The carrying capacity of the lake for boating has been pushed to its limits.

Richard Morrissey – Wishon Cove Property Owner

- Expansion not based on a comprehensive review of other options to resolve the “mooring” problem.
- Miller’s proposal is a substantial change with changes being requested that are not required to address the mooring problem and will result in harm to Wishon Cove as well as its private property owners.
- The mooring issue should be addressed holistically with the entire lake and not by individual commercial enterprises making their suggestions without any limitations.
- Gather information about the mooring issue.
  - Does the mooring problem occur only on weekends?
  - Does it occur on Holiday weekends?
  - Does it occur on weekdays?
  - How many boats are mooring? Where and when?
  - What are the CF numbers of the offenders?
  - Are they day-use boats?
  - Boats registered to Bass Lake homeowners?
  - Boats rented by the commercial entities at Bass Lake?
  - Campers at the campgrounds?
  - How many boats are launched each season onto the Lake? Each weekend?
  - How many boats come out?
  - Can the sheriff ask those who are launching whether or not they have a slip to use or if they plan on leaving the boat overnight?
- Ask the community for input.
- Is the mooring issue a symptom that too many boats being allowed on Bass Lake?

*Miller's Landing Resort  
Proposed Dock Expansion Project*

- Will the solution to the mooring issue focus on who is mooring their boats and why?
- Wishon Cove owners and users do not generate the need for additional slips.
- Miller's proposal affects homeowners more than any of the other commercial entities. Private homes look out at Miller's Landing and bear the loud music from house boats and ski boats rented by them. Expansion will create additional fuel spills, wave action, and unsafe conditions for the many children and swimmers of this cove. The proposal would narrow the channel for boats going to private docks.
- The proposal asks for more than additional slips. The request to sell convenience items would attract more boats to Miller's and resulting noise, wave action, and pollution to the cove. Some of the piers appear to be designed to accommodate jet skis, thereby allowing more noise and more numbers of watercraft to be rented by Miller's Landing.
- The substantial expansion of commercial activity does not appear warranted and will create great harm to the cove. The proposal does not clearly address the mooring issue. The proposal is not coordinated with a whole lake solution and requests changes not related to solving the mooring issue.

Trish Morrissey – Wishon Cove Homeowner

- Potential for adverse impacts to the Cove and to the Lake is enormous.
- This small area would bear the burden of an increase in boat traffic and resultant fuel slicks, wave action, and potential for accidents.
- The number of cars would increase impacting an overcrowded stretch of road.
- The increase in power boats and cars will crowd out the recreational swimming, kayaking, and fishing available in the area.
- Noise impacts need to be considered as well as wildlife.
- Aesthetics, air quality, and impacts to current services in the area need to be examined.
- The number of boats would create a ripple effect beyond the physical presence of the structures.

Jo Murray for Ruth Harlan – PG&E Cove Property Owner

- Visual concern
- Safety issue due to small cove.
- OK with increasing Forks but not Miller's.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Beverly Berg - Homeowner

- The usable lake area will be further reduced resulting in smaller boating area.
- Swim area will be smaller and crowded with boats traveling to docks and store.
- The addition will result in more noise and wave, as well as pollution in the water, and fumes.
- More boats will result in more cars into minimal parking area along the road. More cars will park along the road.
- Eliminating shoreline mooring and requiring campers to pay daily rate would be a hardship to many campers. Vegetation is not destroyed by mooring, but by day use picnickers.
- Additional slips will add more boats on a lake that is already overcrowded, and will present safety issues and rough water.
- Concerns about the safety of this dock in a Mono wind and the possibility of broken electrical cord and gasoline line.
- The view from the cabins in Wishon Cove would be negatively affected.
- It will create more traffic and wave action in Wishon Cove.
- Aren't there more needy areas where a dock could be added without impacting the area (eg: Forks or North Shore area)?

Jack & Beverly Berg - Homeowner

- Parking enforcement
- After hours enforcement – need to suppress overnighting on the lake.
- Campers are high use.
- Fumes & oil/gas on the water
- Store will increase boat traffic.
- Will 650' dock be safe during wind storms?
- Dislike taking the whole cove.
- Forks has more space for expansion.
- Swimming safety will be compromised.
- Non motorized use higher in coves due to calmer water.
- When push docks out also decrease useable surface area.
- Water intake in the cove also.
- Have a facility near boat launch.

Jack Berg

- Looking for expansion when need moratorium.
- People who moor are not going to rent.
- Noise cleaning rental boats until 10 PM.
- Register to local representations.
- Wind storms moving docks.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Myrt Bengard – Wishon Cove Cabin Owner

- There has been an increase in boat and jet ski volume, noise, speed and near collisions with swimmers. We should consider ‘quiet days’ where the speeds are limited to 5 mph so that canoeists, boat fishermen, swimmers and picnickers can enjoy their time on the lake.
- Restrict cove mooring.
- Make new slips for short-term/personal rental only and not for Miller’s rental boats. If slips are added, should be with the condition that Miller’s rent them only short-term for individually-owned watercraft, or longer-term to people residing at the lake.
- Reduce the number of slips. The proposal will narrow the area between Miller’s docks and the existing PG&E docks. The dock anchorage/stability problem at the PG&E docks will be exacerbated by the increase in boats and waves.
- Distribute slips over the lake. Miller’s should be limited to expansion within their property line.
- Increase safety. PG&E is adding another swimming platform. This will increase the number of swimmers in the cove and the potential for more conflicts. Push the buoy limit out further.

Gail Bengard – Wishon Cove Vacationer

- The boating capacity at the lake was reached some time ago. Swimming is not as enjoyable as it should be. Too many people not acting within the laws of the lake.
- Miller’s proposal will add more boat congestion and disregard boating laws to an already busy cove.
- Children swimming are difficult to see. Often boaters do not obey the wake-less speed.
- Encouraging more boats to be brought to the lake will not decrease the use of beaches and lake access. It will only bring more congestion.

Robin Nixon – Wishon Cove Property Owner

- I worry that concentrating more boats in Wishon Cove area will compromise the water quality for the privately owned cabins and PSEA rentals. More boats means more pollution to swimmers and the filtration system.
- What is the plan by Miller’s, PG&E, or the Forest Service to improve the water filtration system?
- Where are these additional boat owners going to park their cars and trailers?
- Why can’t day slots be built around the lake closer to coves used by campers and day visitors?
- More visitors will compromise our Private Dock which we paid for.
- Expansion ruins the lake view for several cabins on the lower Emory Road, decreasing property value.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Arthur & Karen Freitas – Wishon Cove Property Owners

- Boat traffic and noise are at an all time high in Wishon Cove. We call the Sheriff to complain of boats coming in and out of Millers with their amplified music. More slips and a rental office/store will create more noise and traffic.
- There are too many boats for the size of the lake. More slips will not solve that problem but only invite more boats.
- Limit the number of boats on the lake.
- The water intake for the Cove's water system is in the cove. This would create more pollution.
- Mooring of boats will not be solved by this proposal. Campers will not pay \$20-\$25 a night to dock their boat, when they can moor for free.
- As far as waiting list, on July 28<sup>th</sup>, there were 16 empty slips at Miller's.
- The expansion would detract from the beauty of Wishon Cove.

Denis Harden – Bass Lake Resident

- Against the size and the reasons for the extension.
- Bass Lake is small and with abundance of docks, it is more congested.
- With the amount and size of these docks and the amount of boats, it's more of a hazard.
- Proposal appears to accommodate very few new boats.
- Safety concerns need to be looked at, development should be more scrutinized.

Marla Bell

- Miller's has enough boat docks.
- Swimmers are already at risk in this area.
- It is one of the few coves where swimmers can swim for a distance without being engulfed by waves.
- I am experiencing boats breaking the speed limit, propeller noise, exhaust from passing boats and oil or gas in the lake.
- Boats are already overcrowding the lake.
- It's impossible to water-ski because of too many boats.

Jeff Jensen – Wishon Homeowner

- Safety – less patrol area this summer
- Crime – highly utilized already
- Desire detailed listing of approved steps.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Bert H. McSwain – Wishon Cove (PSEA) property owner

- I'm not in favor of more gas pumps on this dock.
- Our homeowner's water take out area in the lake is very near the end of the existing docks. If additional docks are added and a problem occurs, this could cause a much bigger liability problem, safety issues and additional congestion. The existing pumps are enough. I am against the addition of these docks due to these reasons.

Randy Joss – Visitor to Wishon Cove

- I visit the Wishon Cove are annually and make use of the services that Miller's Landing provides. Miller's landing is a congested place where you cross the road to the pier and when you pull your rented boat or canoe back to Miller's.
- Additionally, the lake has become crowded.
- The Wishon Cove should not be subjected to more traffic. The Wishon Cove area benefits from fewer homes and a cove setback from the Lake. It would be a pity to pollute this area with more boats, traffic, and noise.
- Sure all Lake users/boaters/admirers would benefit if Ball Lake activity was controlled more effectively.
- I would encourage the stewards of Bass Lake (PG&E and the U.S. Forest Service) to find ways to reduce the activity on the Lake and improve the aesthetics and habitat for the long term benefit of infrequent users and residents.
- I recommend not proceeding with the Miller proposal.

Brian Koss – Wishon Cove Cabin Renters

- I would like to go on record opposing the expansion of Miller's docks.
- My family and I have been renting a cottage at Wishon Cove twice a year for 10 years. The noise from boats and jet ski's has increased significantly. Increasing the number of boat slips at Millers will only make it worse. A majority of boaters seem to mix alcohol with boating and I no longer feel safe letting my children swim past the rickety dock adjacent to Miller's.
- We have also notice an increase in oil residue on the surface of the water since the expansion of Millers about 5 years ago.
- I am a former boat owner. I was surprised at how much fuel was consumed and disposed of in the water. The environmental impacts are measurable. The impact on solitude and inability of people to wind down and enjoin the natural wonders around them are not easily measured.
- As the lake becomes more congested and noisy it loses its ability to provide a refuge from the increasingly crowded and mechanized world we try to escape from.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Bill Raffo – Wishon Cove

- I believe the proposal would overwhelm Wishon Cove and would have lasting detrimental affects on what is a beautiful mix of appropriate commercial enterprise within a recreational setting. The proposal would alter this balance.
- We urge you to prevent this from happening. The proposal does not fit the setting.

Glen Segal – Wishon Cove Visitor

- I am an annual visitor to the Wishon Cove of Bass Lake. This area is already quite crowded – on the road and in the water – and the proposed expansion will impact safety, water quality and the natural beauty of the area.
- I am concerned with the level of use, crowds, and noise. Additional growth would be a mistake for public safety and environmental stewardship.

Jeffrey Solari – Visitors to Bass Lake

- Concerned that boat traffic will make Wishon Cove less safe and pleasant for swimmers. The extra waves and additional pollution will make swimming less attractive.
- Encouraging more boats is not beneficial to the lake or to those who use it for recreational purposes.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Supportive : Comments and Reasons

Marc Sobel – President, Bass Lake Homeowners Association ~ 250 Members

Attached are sections of the Bass Lake Shoreline and Water Surface Management Plan that deals with dock use, expansion, and mooring issues. We find the proposal conforms with:

- Objective 3, Strategy 3.2(c):  
*Proposed berthing areas near FS campgrounds to accommodate existing overnight moored or beached boats dispersed along Bass Lake's westerly shoreline.*
- Objective 4, Strategy 4:  
*Encourage the FS to work with its permittees, Miller's Landing and the Forks Resort, to develop plans to accommodate existing overnight mooring along the west shore. Authorize approximately 56 moorings or slips to accommodate boats brought to Bass Lake by campground visitors. The goal is to provide approximately one mooring or boat slip per four FS campsites.*

Sierra National Forest Land and Resource Management Plan:

*Allow limited expansion of boat dock, restaurant, and grocery services at the Forks and Wishon resorts.*

Two main issues that are part of the proposed expansion:

1. The expansion aids the public's use of the marina. Members of the Bass Lake Homeowners Association frequent the facilities for gas and services. Not all homeowners have access to slips. Additional slips may become available to homeowners or their guests.
2. A growing group of boat owners are parking their boats along the shoreline, leaving them overnight and some for the entire season. A few are being left in the mud over the winter. Some are parked in zones not designated for docks or moorings. These boats block access to licensed docks, moorings, and clog the shoreline for day users. These boats are unattended overnight, and often unused for days or weeks. The lake is too small and too busy for this activity. Detracts from the beauty of the lake. Some of these boats represent a navigational hazard, especially at night. Sheriff reports these boats are often stolen or vandalized as they appear to be abandoned, bringing a criminal element to our lake.

The proposal serves the purpose of providing better facilities, more slips, and the ability for the unauthorized overnight moored boats to comply with the lake use rules.

The County needs to enact an ordinance to allow enforcement of the overnight mooring provisions of the Bass Lake Shoreline and Water Surface Management Plan. We propose the ordinance become effective after the commercial marinas complete expansions.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

The Plan speaks to limiting expansions and limiting encroachment to the useable area of the lake. The addition of 55 slips will help to accommodate campers needs and alleviate unauthorized overnight mooring taking place now. The minor extension of the dock would not interfere with lake use as the dock is set back into the cove.

The two other marinas plan to expand their operations. The Pines Resort gained FERC approval in 2004 and is waiting final approval – 38 slips. The Forks Resort is planning to expand moorings. If the County eliminates the unauthorized overnight moorings, the net increase may be less than 50 boats. The additional boat slips or moorings are not likely to cause a noticeable increase in boating activity.

(Attached Objectives 3 and 5 of the 1999 Bass Lake Shoreline and Water Surface Management Plan.)

Steve Runge – Wishon Cove Resident

- My wife and I are the only permanent residents in Wishon Cove. We have absolutely no objection to the proposed dock expansion and think it would be a great asset to this area. We feel it would bring the property values up in this area, it would also add more slips which has been needed for quite some time.
- I hope that allowing Millers to install more docks, the constant overnight mooring of boats along the shoreline would stop. On many occasions the overnight mooring of boats has proved to be a problem, in that they break free from their anchors and drift not only into our dock, but also the boats that are moored in the slips.
- Miller's Landing has conducted their business with integrity. Their property and the entire facility are very efficient and always well maintained. We never hear noise coming from Millers Landing late at night. To the contrary, it usually comes from the PG&E Camp or from other homes in the area.
- The Wishon Cove Homeowners Association, of which I am a member, was allowed to install our dock six years ago, with no objection from Millers Landing. It seems hypocritical for us to object to any proposed expansion that Millers might wish to make.
- Millers Landing has been revered as a destination vacation spot at Bass Lake and any expansion will bring additional revenue to the area. It would make this a more desirable area for visitors and homeowners alike.

Peggy S – PG&E Camp Homeowner

- We are very much for any improvement to be made at Miller's Landing. They have made the cove very attractive and a place we love to take any guest to visit. Many have had their boats docked there during their visit to our home. Early in the season there is a waiting list to keep a boat docked there.

*Miller's Landing Resort  
Proposed Dock Expansion Project*

Phil Slezinger – Local Resident

- Support of the expansion of Miller's Landing marina complex.
- I have been on a waiting list to get a boat slip for many years. I am sometimes forced to tie my boat up along the shoreline because there are no marina facilities available.
- Miller's is a terrific marina and run responsibly.
- The local residents already using the lake need additional marina facilities.

Sharon and Carol Wright – North Fork Property Owners

- We are in support of the application by Millers Landing to construct more boat slips on Bass Lake.
- We have owned property in North Fork for sixteen years and have had a boat on the lake the entire time. We have been on waiting lists at Millers and The Forks for a place to put our boat the entire time.
- We are 65 years old, and with bad hips and knees a mooring at The Forks with its shuttle row boat is impossible. We have long awaited the expansion of Millers boat slips. The complex is a beautifully maintained enterprise. We know that any expansion of the facilities will allow present homeowners that are currently using the lake to do so more efficiently.
- We urge you to grant this application for more safe and effective use of our lake.

Steve and Gretha Rial – North Fork Residents

- I have been on a waiting list for over 8 years and still do not have a slip. Its time to allow expansion of the docks to the Miller's.
- With the large number of boats being moored on the shores in the coves below the Fords campground and the beaches at Denver church and the cove below the sewer plant at Marina Views that belong to locals that would love to have a slip, this might rid our shores of some of these boats.
- Summer tourism is the mainstay of our areas economy. With the lack of boat slips people might start taking their vacations else where hurting the economy.
- The Millers have proven by the quality of the new docks that they are wanting to install, the cleanliness of the entire resort and the late night security that they are the right choice.
- It only makes good sense to grant the Millers the approval to expand their docks.

*Miller's Landing Resort*  
*Proposed Dock Expansion Project*

Respondents to Forest Service's 7/20/07 Scoping Letter

Name	Affiliation	Position	Comments Recorded
Brian Morrissey	Wishon Cove Homeowner	Opposed	Yes
Peter Morrissey	Wishon Cove Homeowner	Opposed	Yes
Katherine Morrissey	Wishon Cove Homeowner	Opposed	Yes
Richard Morrissey	Wishon Cove Homeowner	Opposed	Yes
Trish Morrissey	Wishon Cove Homeowner	Opposed	Yes
Jo Murray for Ruth Harlan	PG&E Cove Homeowner	Opposed	Yes
Beverly Berg	Wishon Cove Homeowner	Opposed	Yes
Jack & Beverly Berg	Wishon Cove Homeowner	Opposed	Yes
Jack Berg	Wishon Cove Homeowner	Opposed	Yes
Myrt Bengard	Wishon Cove Homeowner	Opposed	Yes
Gail Bengard	Wishon Cove Vacationer	Opposed	Yes
Robin Nixon	Wishon Cove Homeowner	Opposed	Yes
Arthur & Karen Freitas	Wishon Cove Homeowner	Opposed	Yes
Denis Harden	Bass Lake Resident	Opposed	Yes
Marla Bell		Opposed	Yes
Jeff Jensen	Wishon Homeowner	Opposed	Yes
Bert McSwain	Wishon Cove (PSEA) Property Owner	Opposed	Yes
Randy Joss	Visitor to Wishon Cove	Opposed	Yes
Brian Koss	Wishon Cove Cabin Renters	Opposed	Yes
Bill Raffo	Wishon Cove	Opposed	Yes
Glen Segal	Wishon Cove Visitor	Opposed	Yes
Jeffrey Solari	Visitor to Bass Lake	Opposed	Yes
Marc Sobel	President, Bass Lake Homeowners Association: 250 Members	Support	Yes
Steve Runge	Wishon Cove Permanent Resident	Support	Yes
Peggy S.	PG&E Camp Homeowner	Support	Yes
Phil Slezinger	Local Resident	Support	Yes
Sharon and Carl Wright	North Fork Property Owners	Support	Yes
Steve and Gretha Rial	North Fork Residents	Support	Yes

## **Wong, Jerry J (Fresno)**

---

**From:** Spielman, Steve  
**Sent:** Wednesday, October 31, 2007 1:44 PM  
**To:** Galvez, Al; Merck, Peter; Wong, Neil J  
**Cc:** McClure, Steve; Koop, Steve V; Hinegardner, Mary; Clark, Daniel; Markevich, Nicholas  
**Subject:** Bass Lake Shoreline & Water Surface Mngmnt.Plan

All,

Dan Clark and I met with Madera County Supervisor Tom Wheeler yesterday to discuss the 1999 Bass Lake Shoreline & Water Surface Management Plan and the proposed ordinance "encouraged" by the plan. Dan and I explained that the plan was developed as a condition of the FERC license with input from PG&E, the USFS, Madera County, Bass Lake homeowners, and commercial interests. The following summarizes Supervisor Wheeler's comments:

- He said that his office had fielded some complaints generated from a letter to the editor in the *Sierra Star*. The letter contained very little factual information.
- Based on his observations, he did not believe the boat usage had increased over the years.
- He encouraged PG&E to permit commercial boat dock expansions on PG&E land to accommodate camper's boats
- He would probably support the proposed ordinance after additional boat slip accommodations are made.
- He would like to see a "grace period" ticketing process for the average Joe that come to the lake which would give them a day or so to move their boat before they are fined.
- He suggested informing campers of the ordinance and boat slip availability during check in at the campgrounds.
- He suggested that the party barge issue at the cove by the Forks should be addressed in these efforts. He acknowledged their unauthorized use of this cove and it's effect on the area, both at the Forks campground and the Forks Resort.
- He requested to be kept informed of the discussions held by the CCBL. I invited him to the meeting to be held Nov. 1.

Overall the meeting went very well. Supervisor Wheeler was amiable and cordial. I feel he will support the proposed ordinance when we get to that point.

We also ran into Madera County Sheriff John Anderson, and he asked about the ordinance. We explained the plan and ordinance to him. He said that he had a neutral stand on the ordinance.

**Steve Spielman**  
**Sr. Land Planner**  
Technical and Land Services  
1455 E. Shaw Ave.  
Fresno  
8-821-5236  
559-263-5236  
Cell 559-903-8626  
Fax 559-263-5262

Mailing Address:  
650 "O" Street, Bag 23  
Fresno, CA 93760

**BASS LAKE HOMEOWNERS ASSOCIATION, INC.**

P.O. Box 293  
Bass Lake, CA 93604  
(559) 642-3096  
FAX (559) 642-2806

US Forest Service  
Gayne Sears  
57003 Road 225  
North Fork, CA 93643

August 29, 2007

RE: File 2720, Millers Landing Resort Proposed Dock Expansion

We have reviewed the proposed dock expansion. Attached are sections of the Bass Lake Shoreline and Water Surface Management plan that deals with dock use, expansion and mooring issues. We find that the proposal conforms with:

Objective 3, Strategy 3.2(c):

*Proposed berthing areas near FS campgrounds to accommodate existing overnight moored or beached boats dispersed along Bass Lake's westerly shoreline.*

Objective 4, Strategy 4

*Encourage the FS to work with its permittees, Miller's Landing and the Forks Resort, to develop plans to accommodate existing overnight mooring along the west shore. Authorize approximately 56 moorings or slips to accommodate boats brought to Bass Lake by campground visitors. The goal is to provide approximately one mooring or boat slip per four FS campsites*

Sierra Forest Land and Resource Management Plan:

*Allow limited expansion of boat dock, restaurant, and grocery services at the Forks and Wishon resorts.*

There really two issues that are part of the proposed expansion.

1. The actual expansions aids the publics use of the marina, for which members of the Bass Lake Homeowners Association frequent the facilities for gas and services. Not all homeowners have access to slips and some additional slips may become available to homeowners or their guests.
2. The other issue is indirectly related to the expansion. For several years now a growing group of boat owners are parking their boats along the shoreline, leaving them overnight and in some cases for the entire season. A few boats are even being left in the mud over the winter. Sometimes these boat are parked in

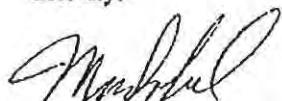
shoreline zones not designated for any docks or moorings. Other times these boats block access to licensed docks, moorings and clog the shoreline that could be used by day boaters. In all these cases these boats are unattended overnight and often unused for days or weeks. The lake is too small and too busy to allow this chaotic activity. It detracts from the beauty of the lake where the shoreline should be absent of essentially abandoned boats. Some of these boats are left off shore and represent a navigational hazard especially at night as none of them are lighted. The Sheriff reports that these boats are more often stolen or vandalized as they appear to be abandoned, bringing the criminal element to our lake.

This proposal serves the purpose of providing better facilities, more slips and the ability for the unauthorized overnight moored boats to comply with the lake use rules.

It should be noted that the County needs to enact an ordinance to allow enforcement of the overnight mooring provisions of the Bass Lake Shoreline and Water Surface Management Plan. We propose that the ordinance become effective after the commercial marinas complete expansions.

Other portions of the plan speak to limiting expansions and limiting encroachment to the useable area of the lake. The addition of 55 boat slips will help to accommodate campers needs and alleviate unauthorized overnight mooring taking place now. The minor extension of the dock would not interfere with lake use as the dock is set back into the cove.

The other two marinas also plan to expand their operations. The Pines Resort gained FERC approval in 2004 and has been waiting final approval for it's expansion and upgrade, delayed by the Stewardship Council, 38 new slips are proposed. The Forks Resort is also planning to expand moorings, details are not available as of yet. Altogether about 100 boat slips or moorings will become available. If the County eliminates the unauthorized overnight moorings the net increase many be less than 50 boats. The additional boat slips or moorings are not likely to cause a noticeable increase in boating activity.



Marc Sobel  
President, Bass Lake Homeowners Association

Attachment: Selected sections - 1999 BASS LAKE SHORELINE AND WATER SURFACE MANAGEMENT PLAN

## Selected sections of the 1999 BASS LAKE SHORELINE AND WATER SURFACE MANAGEMENT PLAN

**OBJECTIVE 3:** Allow the development of shoreline structures within acceptable limits.

**Strategy 1:** Limit the number of boat docks and moorings by implementing the spacing standards in the Bass Lake design guidelines (see Appendix B).

**Strategy 2:** Permit new shoreline structures to owners with long term leases, easements, or fee title for shoreline property. New permitted shoreline structures constructed by these owners shall be located directly in front of their owned, leased, or easement shoreline property.

**Strategy 3.1:** Encourage the County to pass an ordinance that establishes designated overnight berthing areas at Bass Lake and allows overnight berthing of boats only within these areas. All berthing within these areas must be under permit with the licensee.

**Strategy 3.2:** Berthing areas should include:

- a) Existing residential boat dock areas.
- b) Existing commercial dock and mooring areas.
- c) Proposed berthing areas near FS campgrounds to accommodate existing overnight moored or beached boats dispersed along Bass Lake's westerly shoreline. These mooring areas should not preclude public access to popular shoreline areas.
- d) New berthing areas to accommodate privately owned or leased shoreline areas.

**Strategy 3.3:** Encourage the County Sheriff's Department and the FS to cite boats moored or beached overnight outside of the designated berthing areas (see Figure 3).

**OBJECTIVE 5:** Reduce congestion around boat docks and other shoreline structures, minimize intrusion by boat docks and structures onto the boatable water surface, and maintain boat docks and other shoreline structures in a safe condition.

**Strategy 1:** Use the criteria in the shoreline permitting program (see Appendix B) to reduce congestion, minimize intrusion into the boatable water surface, and maintain boat dock safety.

**Strategy 2:** Encourage the Pines Marina and Pines Resort to develop a boat dock management plan that reconfigures existing boat docks in a way that reduces congestion and moves the gas dock to the lake side end of the marina.

**Strategy 3:** Encourage the FS and the Forks Marina to develop a Forks Cove management plan that addresses shoreline use and parking, converts the existing rental buoys to boat slips, and formalizes the existing single launch lane.

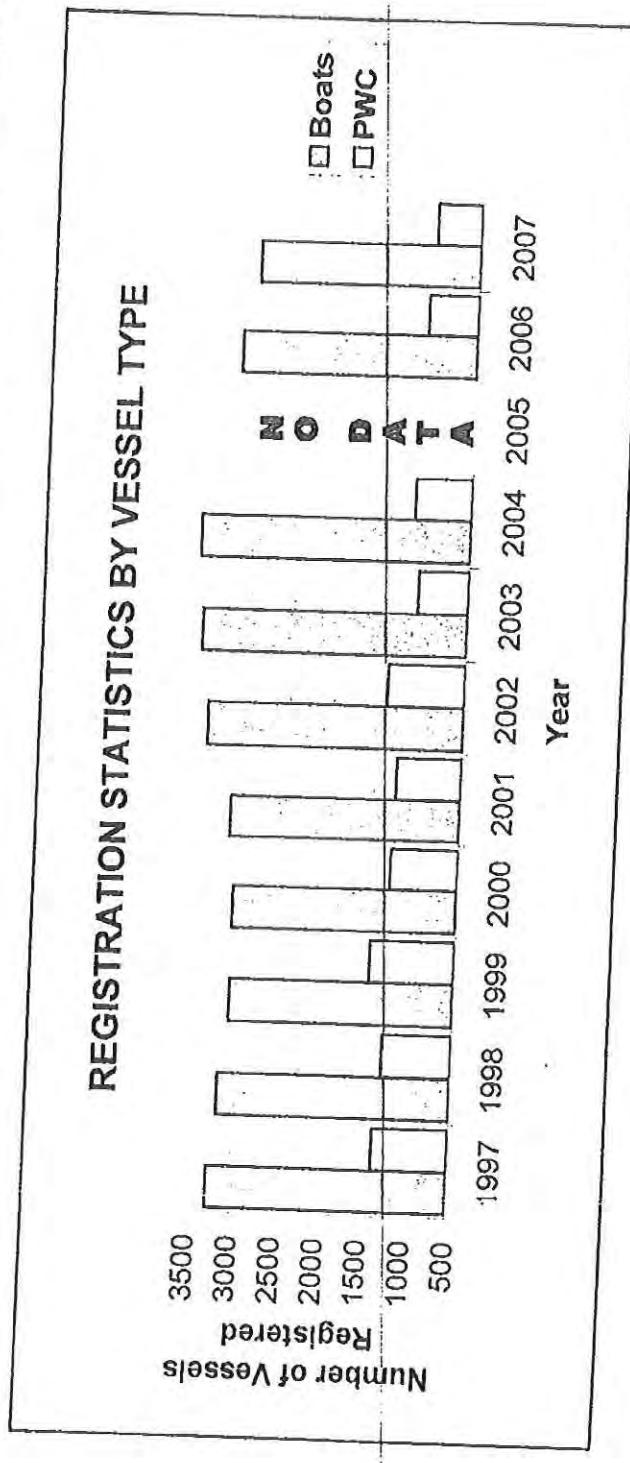
**Strategy 4:** Encourage the FS to work with its permittees, Miller's Landing and the Forks Resort, to develop plans to accommodate existing overnight mooring along the west shore. Authorize approximately 56 moorings or slips to accommodate boats brought to Bass Lake by campground visitors. The goal is to provide approximately one mooring or boat slip per four FS campsites.

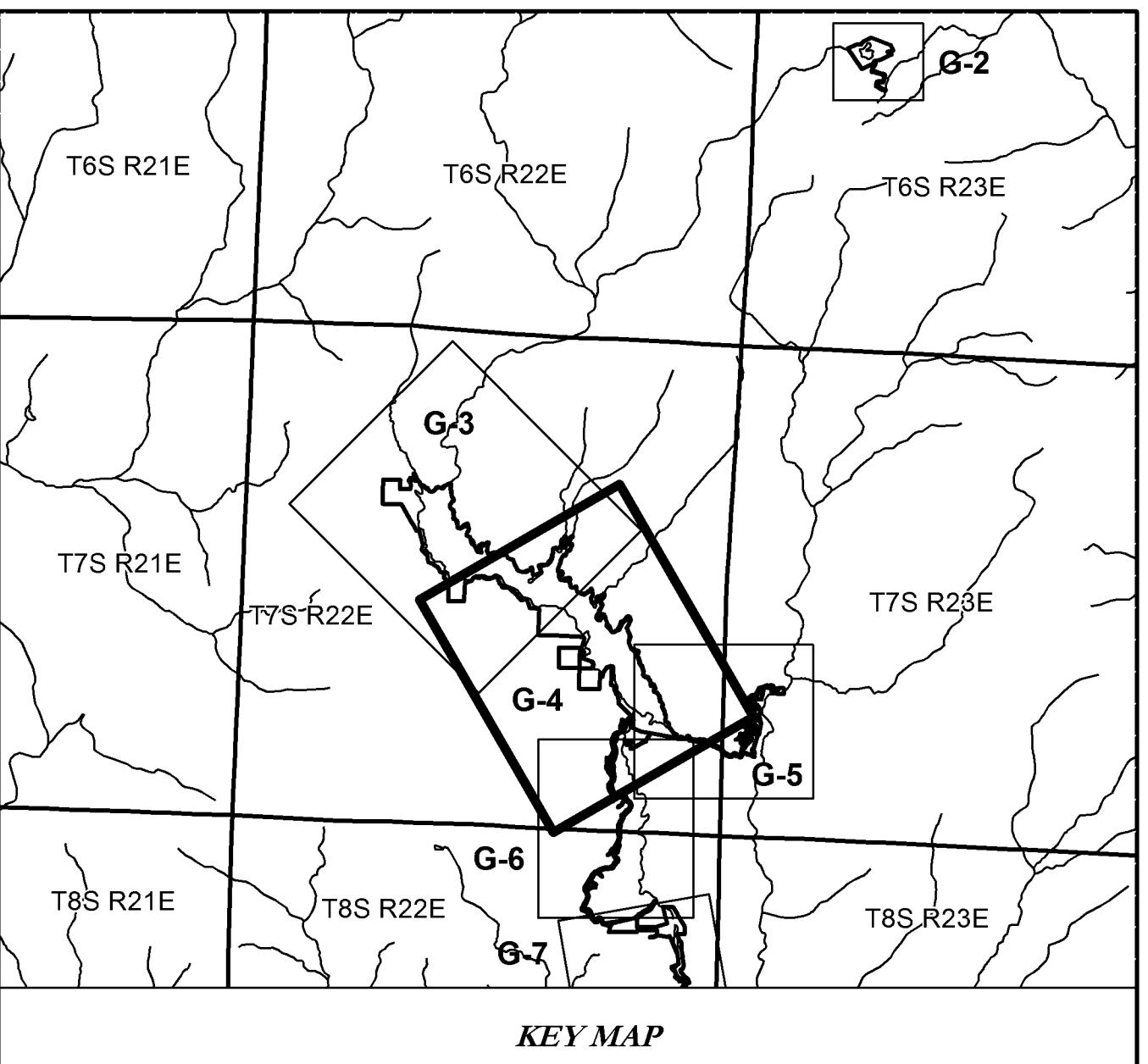
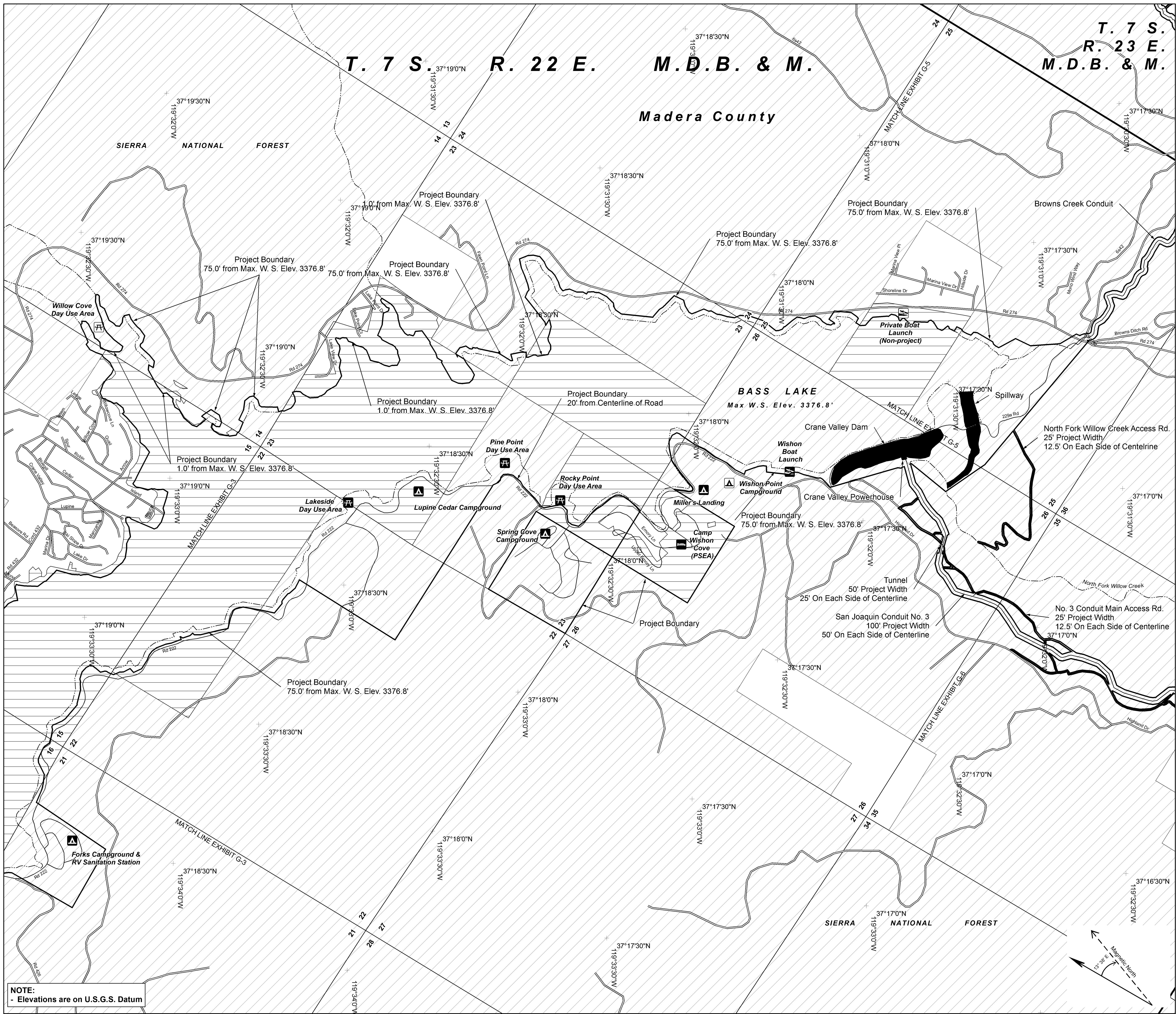
**Strategy 5:** Encourage dock owners to use dredging as an option to reduce congestion in coves and other shoreline areas.

**Sierra Forest Land and Resource Management Plan:** The FS management plan as amended in 1993 focuses on improving the level of service of its Bass Lake public recreation facilities to provide an urban level of recreation experience. The plan for Bass Lake proposes to improve the comfort and convenience of existing recreation facilities, make facilities accessible to persons with disabilities, protect natural resources from high use levels, and reduce conflicts between users. The plan contains these additional Bass Lake shoreline and water surface proposals:

- Continue restrictions on boat speeds and time of use;
- Limit boating density to one boat for each four acres of water surface;
- Restrict overnight mooring to designated mooring sites on FS lands;
- Limit expansion of boat docks and commercial services on FS lands;
- Allow limited expansion of boat dock, restaurant, and grocery services at the Forks and Wishon resorts; and
- Increase day-use parking by 50%.

BASS LAKE VESSEL REGISTRATION 10 YEAR RECAP								
	1997	1998	1999	2000	2001	2002	2003	2004
BOATS	3287	3193	3087	3086	3154	3460	3560	3613
PWC	1379	1303	1475	1280	1253	1390	1085	1154
TOTAL	4665	4496	4562	4366	4407	4850	4645	4767
						DATA	AVAIL.	1078
								1037
								4132





Township, Range & Section	Ownership	Acres
T7S R22E S22	PG&E	91.9
T7S R22E S22	Forest Service	61.6
T7S R22E S23	PG&E	246.7
T7S R22E S23	Forest Service	162.9
T7S R22E S24	Forest Service	0.6
T7S R22E S26	Patented	7.6
T7S R22E S26	PG&E	32.6
T7S R22E S26	Forest Service	128.3



IS TO PROVIDE A GRAPHIC DEPICTION OF THE LOCATION OF THE PROJECT  
BASED ON HISTORICAL DRAWINGS THAT WERE PREPARED BY THE PACIFIC GAS  
OR IT'S PREDECESSORS AND CONSEQUENTLY INCORPORATED INTO THE  
SYSTEM (GIS). THE MAP PROJECTION IS UTM COORDINATES, ZONE 11N, NAD 83.  
NOT BE USED FOR PURPOSES OF DEVELOPING PROPERTY BOUNDARY  
DESCRIPTIONS.  
S IN FEE SIMPLE OR POSSESSES ADEQUATE LAND RIGHT OVER ALL LANDS

**EXHIBIT G-4**  
**BASS LAKE, CRANE VALLEY POWERHOUSE,**  
**CONDUIT, ACCESS ROADS, 12KV TRANSMISSION LINE**  
**CRANE VALLEY PROJECT**  
**PACIFIC GAS AND ELECTRIC CO.**

1 inch = 600 feet

300      600      1,200      1,800      2,400      3,000

SUPERSEDES: 4028432

**SUPERSEDES: 1354-1004 (4028432-2)**

# **FERC 1354-1053**

PG&E Drawing # 701082

USDA - Forest Service	Holder No.	Type Site	Authority
RESORT/MARINA TERM SPECIAL USE PERMIT  Act of March 4, 1915, as amended  (Ref. FSM 2710)		133	712
	Auth. Type	Issue Date	Expir. Date
	18		12/31/2019
	Location Sequence No.		Stat.Ref
	0515510603919		
	Latitude	Longitude	LOS Case
	37-17-50	119-32-17	1111111

Richard A. Miller and Patricia Miller of 37976 Road 222  
(Holder Name) (Billing Address - 1)

(hereafter "holder") is hereby authorized to use and occupy National Forest System lands and waters on the Sierra National Forest for the purposes of constructing, operating, and maintaining a resort/marina, including food service, retail sales, and other ancillary facilities described herein, known as Miller's Landing Resort resort/marina, and subject to the provisions of this resort/marina term special use permit (hereafter "permit"). This permit covers 10.5 acres described here and as shown on the attached map dated 8/25/98 named Facility Proposal, and labeled as Exhibit 1. The permit area is located within the NW 1/4 NE 1/4, Section 26, T.7S, R.22E, MDM.

The following improvements, whether on or off the site, are authorized: a store, fountain, and deck eating area, boat dock of 692 feet with 80 boat slips and storage/gas/cashier building, a personal water craft ramp, warehouse, repair shop for boats and resort maintenance, two water wells with transmission lines and two water tanks and a pressure house and chlorinator, three gasoline dispensers, an ice house, fourteen rental cabins, shower and laundry facilities to include twenty shower stalls/six toilets/nine sinks/five washers and four dryers, a swim float, assorted roads and paths and parking spaces as shown on the attached map dated 8/25/98 and named Parking Layout and labelled Exhibit 2, a wash house and restroom building including two toilets and four showers, two satellite dishes attached to the shower/laundry facility, two propane tanks and transmission lines, a 24' x 24' carport, a paved service boat ramp, a mobile security trailer, a material storage area, 900 feet of four inch sewer lines and two grinder pumps of 50 gallons each and one booster pump, three above ground gasoline fuel tanks, assorted rental boats including canoes/fishing boats/personal water craft/ski boats/and pontoon boats, two buoy tie-ups, assorted utility lines as shown on the attached map dated 6/13/99 named Utility Layout and labelled Exhibit 3.

Attached Clauses. This permit is accepted subject to the conditions set forth herein on pages 2 through 26, and Exhibits 1 to 5 attached or referenced hereto and made a part of this permit.

**THIS PERMIT IS ACCEPTED SUBJECT TO ALL OF ITS TERMS AND CONDITIONS.**

ACCEPTED: Cathrina Miller Richard A. Mall 9-19-99  
HOLDER'S NAME AND SIGNATURE / / DATE

APPROVED: *James R. Banton* 9/29/97  
CSE AUTHORIZED OFFICER'S NAME AND SIGNATURE TITLE DATE

**EXHIBIT C**

## **I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

### **A. AUTHORITY**

This permit is issued under the authority of the Act of March 4, 1915, as amended (16 U.S.C. 497), and 36 CFR Part 251, Subpart B, as amended. This permit and the activities or use authorized shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

### **B. AUTHORIZED OFFICER**

The authorized officer is the Forest Supervisor or a delegated subordinate officer.

### **C. RULES, LAWS, AND ORDINANCES**

The holder in exercising the privileges granted by this term permit shall comply with all present and future Federal laws and regulations and all present and future state, county, and municipal laws, ordinances, and regulations that apply to the area or operations covered by this permit, to the extent they do not conflict with Federal law, policy, or regulation. The Forest Service assumes no responsibility for enforcing laws, regulations, ordinances, and the like that fall under the jurisdiction of other governmental entities.

### **D. TERM**

Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the permit, this permit shall terminate on 12/31/2019, but a new special use permit to occupy and use the same National Forest land may be granted provided the holder shall comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands. The holder shall notify the authorized officer in writing not less than six (6) months prior to said date that such new authorization is desired.

### **E. NON-EXCLUSIVE USE**

Unless expressly provided in additional terms, this permit is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area for any purpose.

### **F. AREA ACCESS**

Except for any restrictions as the holder and the authorized officer may agree to be necessary to protect the installation and operation of authorized structures and developments, the lands and waters covered by this permit shall remain open to the public for all lawful purposes. To facilitate public use of this area, all existing roads, or roads as may be constructed by the holder, shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.

### **G. PERIODIC REVISION**

1. The terms of this permit shall be subject to revision to reflect changing times and conditions to incorporate land use allocation decisions made as a result of revision to Forest Land and Resource Management Plans.
2. At the sole discretion of the authorized officer, this term permit may be amended to remove authorization to use any National Forest System lands not specifically covered in the Master Development Plan and/or not needed for the use and occupancy authorized by this permit.

## **II. IMPROVEMENTS**

### **A. MASTER DEVELOPMENT PLAN**

In consideration of the privileges authorized by this permit, the holder agrees to prepare and submit changes in the Master Development Plan encompassing the entire commercial resort/marina presently developed within the National Forest lands authorized by this permit, and in a form acceptable to the Forest Service. Additional construction beyond maintenance of existing improvements shall not be authorized until this plan has been amended. Planning should encompass all the area authorized for use by this permit. The accepted Master Development Plan shall become a part of this permit.

**B. PERMIT LIMITATIONS.**

Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

**C. SITE DEVELOPMENT SCHEDULE.**

As part of this permit, a schedule for the progressive development of the permitted area and installation of facilities shall be prepared jointly by the holder and the Forest Service. Such a schedule shall set forth an itemized priority list of planned improvements and the due date for completion. This schedule shall be made a part of this permit. The holder may accelerate the scheduled date for installation of any improvement authorized, provided the other scheduled priorities are met; and provided further, that all priority installation authorized are completed to the satisfaction of the Forest Service and ready for public use prior to the schedule due date.

1. All required plans and specifications for site improvements, and structures included in the development schedule shall be properly certified and submitted to the Forest Service at least 45 days before the construction date stipulated in the development schedule.
2. In the event there is agreement with the Forest Service to expand the facilities and services provided on the areas covered by this permit, the holder shall jointly prepare with the Forest Service a development schedule for the added facilities prior to any construction and meet the requirements of clause II.E. Such schedule shall be made a part of this permit.

**D. PLANS.**

All plans for development, layout, construction, reconstruction or alteration of improvements on the site, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect (in those states in which such licensing is required) or other qualified individual acceptable to the authorized officer. Such plans must be accepted by the authorized officer before the commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys upon the completion of construction.

**E. AMENDMENT.**

This permit may be amended to cover new, changed, or additional uses(s) or areas not previously considered. In approving or denying changes or modifications, the authorized officer shall consider, among other things, the findings or recommendations of other involved agencies and whether their terms and conditions of the existing permit may be continued or revised, or a new permit issued.

**III. OPERATIONS AND MAINTENANCE**

**A. CONDITIONS OF OPERATIONS.**

The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. Standards are subject to periodic change by the authorized officer. This use shall be in normal operation at least 90 days each year or season. Failure of the holder to exercise this minimum use may result in revocation under clause IX.A.

## **B. OPERATING PLAN**

The Holder or designated representative shall prepare and annually revise by March 1st an Operating Plan. The plan shall be prepared in consultation with the authorized officer or designated representative and cover all operations, regardless of season, as appropriate. The provisions of the operating plan and the annual revisions shall become a part of this permit and shall be submitted by the holder and approved by the authorized officer or their designated representative prior to commencing operations. The plan shall outline the holder's activities that will protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor operations for compliance.

The authorized officer may require a joint annual business meeting agenda to:

1. Update gross fixed assets (GFA) when the permit fee is calculated under the graduated rate fee system (GRFS).
2. Determine need for performance bond for construction projects and amount of bond.
3. Provide annual use reports.

## **C. INSPECTION BY THE FOREST SERVICE**

The Forest Service shall monitor the holder's operations and reserves the right to inspect the permitted facilities and improvements at any time for compliance with the terms of this permit. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the premises. A failure by the Forest Service or other governmental officials to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

## **D. REMOVAL AND PLANTING OF VEGETATION**

This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to others than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as approved by the authorized officer.

## **E. SIGNS**

Signs or advertising devices erected on National Forest lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

## **F. NONDISCRIMINATION**

During the performance of this permit, the holder agrees:

1. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. (Ref. Title VII of the Civil Rights Act of 1964 as amended).

2. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, national origin, age or handicap, by curtailing or by refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments, and the Age Discrimination Act of 1975).
3. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
4. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

5. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

#### **IV. RIGHTS AND LIABILITIES**

##### **A. LEGAL EFFECT OF THE PERMIT.**

This permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

##### **B. THIRD-PARTY RIGHTS.**

This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

##### **C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.**

The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause VIII.

##### **D. INDEMNIFICATION OF THE UNITED STATES.**

The holder shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in: (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause XIII.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment.

##### **E. DAMAGE TO UNITED STATES PROPERTY.**

The holder has an affirmative duty to protect from injury and damage the land, property, and other interest of the United States. Damage includes but is not limited to fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses IV.E and

XIII, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any Federal, State, or local law or regulation.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the site. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the site, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.
2. The holder shall indemnify the United States for any damages arising out of the holder's use and occupancy authorized by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy. Compensation shall include but is not limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith. Such costs may be deducted from the performance bond required under clause XIV.G.
3. With respect to roads, the holder shall be liable for damages to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause IV.E.(1), except that liability shall not include reasonable and ordinary wear and tear.

#### **F. RISKS.**

The holder assumes all risk of loss of the property. Loss to the property may result from, but is not limited to, theft, vandalism, fire and any firefighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

#### **G. HAZARDS.**

The holder has a continuing responsibility to identify and abate hazardous conditions in the permit area which could affect the improvements or pose a risk of injury to individuals. The holder shall consult with the authorized officer before taking any action to abate such hazards.

#### **H. INSURANCE.**

The holder shall have in force public liability insurance covering property damage and damage to persons in the event of death or injury in the minimum amount of \$ 300,000 combined single limits (CSL). These minimum amounts and terms are subject to change at the sole discretion of the authorized officer on the annual anniversary date of this authorization. The coverage shall extend to property damage, bodily injury, or death arising out the holder's activities under the permit including, but not limited to, occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by the permit. Such insurance shall also name the United States as an additional insured. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of its insurance policy to the Forest Service immediately upon issuance of the policy. The policy shall specify that the insurance company shall give 30 days' prior written notice to the Forest Service of cancellation or any modification of the policy.

## **V. FEES**

### **A. HOLDER TO PAY FAIR MARKET VALUE FOR THE PERMITTED USE.**

The holder shall pay fair market value for the use of National Forest System lands as determined by GRFS.

1. The provisions of GRFS identified under this permit may be revised by the Forest Service to reflect changed times and conditions. Changes shall become effective when:

- (a) mutually agreed;
- (b) the permit is amended for other purposes; or
- (c) a new permit is issued (including after termination of this permit).

2. GRFS may be replaced in its entirety by the Chief of the Forest Service if a new generally applicable fee system is imposed affecting all holders of authorizations under 16 U.S.C. 497. Replacement shall become effective on the beginning of the holder's business year.

### **B. FEES - GRFS.**

The annual fees due the United States for those activities authorized by this permit shall be calculated on sales according to the following schedule:

Kind of Business	Break-even point (Sales to GFA)	Rate Base (Percentage)	Balance of Sales Rate
	(Percentage)		(Percentage)
Grocery	70	.75	1.13
Service, food	70	1.25	1.88
Service, car	70	1.30	1.95
Merchandise	70	1.50	2.25
Rental and Services	30	4.50	6.75

1. A weighted-average break-even point (called the break-even point) and a weighted-average rate base (called the rate base) shall be calculated and used when applying the schedule to mixed business. If the holder's business records do not clearly segregate the sales into the business categories authorized by this permit, they shall be placed in the most logical category. If sales with a different rate base are grouped, place them all in the rate category that shall yield the highest fee. Calculate the fee on sales below the break-even point using 50 per cent of the rate base. Calculate the fee on sales between the break-even point and twice the break-even point using 150 percent of the rate base. Calculate the fee on sales above twice the break-even point using the balance of sales rate.

2. The minimum annual fee for this use, which is due in advance and is not subject to refund, shall be equal to the fee that would result when sales are 40 percent of the break-even point. This fee shall be calculated and billed by the Forest Service during the final quarter of the holder's fiscal year, using the most

recent GFA figure and previously reported sales data for the current year, plus, if the operating season is still active, estimated sales for the remainder of the year.

### **C. DEFINITIONS OF SALES CATEGORIES AND GFA.**

1. **Sales Categories.** For purposes of recording and reporting sales, and sales-related information including the cost of sales, the activities of the concessionaire are divided into:

**Grocery.** Includes the sale of items usually associated with grocery stores such as staple foods, meats, produce, household supplies. Includes the sale of bottled soft drinks, beer and wine, when included in the grocery operation.

**Service, Food.** Includes the serving of meals, sandwiches, and other items either consumed on the premises or prepared for carry out. Snack bars are included.

**Service, Cars.** Includes servicing and the sale of fuels, lubricants, and all kinds of articles used in servicing and repairing autos, boats, jet skis, aircraft.

**Merchandise.** Includes the sale of clothing, souvenirs, gifts, ski and other sporting equipment. Where a "Service, Cars" category of business is not established by this permit, the sale of auto accessories is included in this category.

**Rentals and Services.** Includes lodging where daily maid service is not furnished by the holder; the rental of camping space, ski equipment and other equipment rentals and services. Also included are services such as barbershops, and amusements including video games.

2. **GFA.** The capitalized cost of improvements, equipment, and fixtures necessary and used to generate sales and other revenue during the permit year on the permitted area or within the development boundary shown in this permit.

GFA shall be established by and changed at the sole discretion of the authorized officer based on the current interpretation of guidelines supporting GRFS.

(a) **Valuing GFA.** The value of GFA shall be the cost of each qualifying asset as reflected in the financial statements of the current holder. This is the same amount as shown on the holder's fixed asset depreciation schedule which supports the general ledger prepared in accordance with generally accepted accounting principles (GAAP). Include in GFA, when identified by the holder and approved by the authorized officer, costs which are expensed by the holder as payment to utility companies for constructing and installing utilities to the area to the extent they are necessary for the generation of sales. Costs for user surcharge or demand rates are not included as GFA.

If fixed assets have not been assigned a value by the holder at the time a permit is issued, the value for GFA must be determined by the holder and provided to the authorized officer no later than the end of the new holder's first financial reporting period.

(b) **Revaluing GFA.** Revalue GFA when events result in a change or restatement of fixed assets on the holder's official accounting records, prepared in accordance with GAAP. Examples of events that may cause the holder to restate the value of fixed assets include, but are not limited to:

- (1) Sale of assets or common stock which results in a change in ownership, or controlling interest;
- (2) Mergers or other business combinations;
- (3) Leveraged buy outs, and acquisitions; or

(4) Other events, either voluntary or involuntary, which trigger a revaluation of capitalized assets associated with the authorized use.

When the holder reports a change in the value of assets due to a restatement of the value of those assets, an audit may be necessary to validate the new GFA. Any adjustment in fees shall be retroactive to the time the change in asset value occurred.

(c) The following, and similar items, are not part of GFA:

(1) Assets that ordinarily qualify for inclusion in GFA, but which are out of service for the full operating year for which fees are being determined.

(2) Land.

(3) Expendable or consumable supplies.

(4) Intangible assets, such as goodwill, permit value, organization expenses, and liquor licenses.

(5) Improvements not related to the operation.

(6) Luxury assets, to the extent their design and cost exceed functional need.

(7) The prorata share of GFA assets in off-site activities not directly associated with the authorized use.

(8) Expensed assets.

(9) Operating leases.

(d) Initial GFA. As of the date of this permit, (\_\_\_\_\_) the initial GFA under this ownership has been determined to be \$ 1,026,451 as shown in detail on Schedule A attached to this permit. If an error is found in the GFA amount, it shall be changed to the correct amount retroactive to the date the error occurred and fees adjusted accordingly.

#### **D. CHANGE OF GFA UPON SALE OR CHANGE IN CONTROLLING INTEREST.**

Upon change of ownership, effective dominion or controlling interest or upon sale of assets or common stock which results in a change of ownership, effective dominion, or controlling interest, the value of GFA shall be established applying GAAP.

#### **E. DETERMINING SALES AND OTHER REVENUE.**

Sales and GFA shall be derived from all improvements and facilities, including those of applicable third parties, which constitute a logical single overall integrated business operation regardless of the land ownership. A map shall be prepared designating the development boundary and may be augmented by narrative or table and shall become a part of this permit.

1. Sales. Fees shall be assessed against all receipts from sales unless specifically exempted. Sales for the purpose of fee calculation include; (1) all revenue derived from goods and services sold which are related to operations under this permit and all revenue derived within the development boundary, unless otherwise excluded; (2) the value of goods and services traded-off for goods and services received (bartering); and (3) the value of gratuities.

(a) Definitions.

(1) **Gratuities.** Goods, services or privileges that are provided without charge or at deep discount to such individuals as employees, owners, and officers, or immediate families of employees, owners and officers, and not available to the general public.

(2) **Acceptable Discounts.** Transactions for goods or services below stated, listed or otherwise presented prices to the public at large. Included are such things as group sales and organized programs. These are included in sales at the actual transaction price.

(3) **Discriminatory Pricing.** Rates based solely on residence, race, color or religion. Discounts based on age or disability are not discriminatory pricing.

(4) **Preferential Discounts.** Discounts offered to certain classes or individuals based on their status, such as members of boards of directors, contractors, advertisers, doctors, and VIPs.

(5) **Market Price.** The price generally available to an informed public excluding special promotions. It may not be the "window price."

(6) **Bartering or Trade Offs.** The practice of exchanging goods or services between individuals or companies.

(7) **Commissions.** Commissions are payments received by the holder for collecting revenue on behalf of others as an agent or providing services not directly associated with the operations, such as selling hunting and fishing licenses, bus or sight-seeing tickets for trips off or predominantly off the permitted area, accommodating telephone toll calls, etc.

(8) **Franchise Receipts.** These are payments made to specific holders by third parties solely for the opportunity to do business at a specific location. The holder provides little, if anything, in the way of facilities or services. They may be the only fee paid to the holder or, if some facilities or services are provided by the holder, they may be made in addition to a rental fee. The franchise receipts may be in the form of fixed amounts of money or in reduced prices for the franchiser's product or service.

(b) Inclusions. The following items shall be included as gross receipts to arrive at sales:

(1) **Gratuities.** Daily and season passes are valued at market price unless the permit holder has sufficient records of daily individual use to substantiate a "value of use". Value of Use is the number of days the pass is used times the market price. Does not include employees. See (4) below).

(2) **Preferential Discounts.** Includes the amount that would have been received had the transaction been made at the market price.

(3) **Value of Discriminatory Pricing.** Discriminatory pricing is disallowed. Include the amount that would have been received had the transaction been made at the market price.

(4) **Employee discounts in excess of 30 percent of market price.** These discounts are exclusively given or provided to employees, owners, officers or immediate families of employees, owners or officers are gratuities and are included in sales at 70 percent of market price. Employee discounts less than 30 percent are recorded at transaction price.

(5) **Value of bartered goods and services (trade-offs)**

(6) **Gross sales of third parties.** Includes sales of State controlled liquor stores.

(7) **Fifty percent of franchise receipts.**

(8) All other revenue items not specifically excluded below shall be included as sales.

(c) Exclusions. The following items shall be excluded from gross receipts or revenue to arrive at sales:

(1) Value of goods and services provided to employees, agents, contractors or officials to facilitate the accomplishment of their assigned duties or work-related obligation or to others for educational or technical competence related to the type of permitted use such as boat operation, ski patrol, water safety, etc. Similarly, local, State and Federal government officials including Forest Service employees who in the course of their oversight responsibilities or otherwise on official business use goods or services. The holder is not required to report the value of such duty-related or official use as sales for fee calculation purposes.

(2) The value of meals and lodging furnished by an employer to an employee for the employer's convenience if, in the case of meals, they are furnished on the employer's business premises. The fact that the employer imposes a partial charge for or that the employee may accept or decline meals does not affect the exclusion if all other conditions are met. If employer imposes a charge for meals and lodging it shall be included at transaction price. The holder need not keep records of employee meals and lodging more detailed than those required by the Internal Revenue Service.

(3) Refunds from returned merchandise and receipts from sales of real and nonrental personal property used in the operation.

(4) Rents paid to the holder by third parties, even if based on sales.

(5) Taxes collected on site from customers, accounted for as such in the holder's accounting records, and that were paid or are payable to taxing authorities. Taxes included in the purchase price of gasoline, tobacco and other products, but paid to the taxing authority by the manufacturer or wholesaler are included in sales, and subject to the permit fee.

(6) Amounts paid or payable to a Government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.

(7) Value of sales and commissions where the holder is serving as an agent for businesses not directly associated with the permitted operation. This includes such things as bus or sight-seeing-ticket sales for trips not related to activities on the permitted area, telephone-toll charges, and accident-insurance sales.

(8) Sales of operating equipment. Rental equipment, capitalized assets or other assets used in operations shall be excluded from gross receipts. Examples are such items as used rental skis, boats, and motors which are sold periodically and replaced.

#### F. CONCESSION PAYMENT, GRFS.

Reports and deposits required as outlined above shall be tendered in accordance with the schedule below. They shall be sent or delivered to the Collection Officer, USDA, Forest Service, at the address furnished by the Forest Supervisor. Checks or money orders shall be payable to "USDA, Forest Service."

1. The holder shall report sales, calculate fees due and make payment each calendar month, except for periods in which no sales take place and the holder has notified the authorized officer that the operation has entered a seasonal shutdown for a specific period. Reports and payments shall be made by the 30th of the month following the end of each reportable period.

2. Prior to January 1st, the authorized officer shall furnish the holder with a tentative rate which shall be applied to sales in the fee calculation (item 1), such rate to be one that shall produce the expected fee

based on past experience. The correct fee shall be determined at the end of the year and adjustment made as provided under item (5). Any balance that may exist shall be credited and applied against the next payment due.

3. During the final fiscal month, pay within 30 days of billing by the Forest Service, the annual minimum fee for the next year.

4. The holder must also provide within three months after close of this operating year a balance sheet representing its financial condition at the close of its business year, an annual operating statement reporting the results of operations including year end adjustments for itself and each sublessee for the same period, and a schedule of GFA adjusted to comply with the terms of this permit in a format and manner prescribed by the authorized officer.

If the holder fails to report all sales in the period they were made or misreports GFA and the authorized officer determines that additional fees are owed, the holder shall pay the additional fee plus interest. Such interest shall be assessed at the rate specified in clause V.G. and shall accrue from the date the sales or correct GFA should have been reported and fee paid until the date of actual payment of the underpaid fee.

5. Within 30 days of receipt of a statement from the Forest Service, pay any additional fee required to correct fees paid for the past year's operation.

6. Payments shall be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation financial statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

7. All fee calculations and records of sales and GFA are subject to periodic audit. Errors in calculation or payment shall be corrected as needed for conformance with those audits. Additional fees and interest due as a result of such audits shall be in accordance with Item 4, paragraph 2.

8. Disputed fees must be paid in a timely manner.

9. Correction of errors includes but is not limited to any action necessary to establish the cost of gross fixed assets to the current holder, including sales, or other data required to accurately assess and calculate fees. For fee calculation purposes, error may include:

(a) Misreporting or misrepresentation of amounts.

(b) Arithmetic mistakes.

(c) Typographical mistakes.

(d) Variation from GAAP, when such variations are inconsistent with the terms and conditions of this permit.

Correction of errors shall be made retroactively to the date the error was made or to the previous audit period, whichever is more recent, with past fees adjusted accordingly. Changes effected by agency policy, including definition of assets included in GFA, shall only be made prospectively.

#### **G. INTEREST AND PENALTIES.**

1. Late Payment Interest - Pursuant to 31 U.S.C. 3717 *et seq.* and regulations at 7 CFR Part 3 and 4 CFR Part 102, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Fiscal Requirements Manual. Interest shall accrue from the date the payment or financial statement is due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

2. Additional Penalties - In the event of permit termination for nonpayment under clause V.H., and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

3. Disputed Fees - Disputed fees are due and payable by the due date.

4. Delinquent Fees:

- a. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law, including 31 U.S.C. 3711 et seq., and implementing regulations.
- b. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

#### **H. NONPAYMENT.**

Failure of the holder to make timely payments, pay interest charges or any other charges when due shall be grounds for revocation of this permit.

#### **I. ACCESS TO RECORDS.**

For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the holder agrees to make all of the accounting books and supporting records to the business activities, as well as those of sublessees operating within the authority of this permit, available for analysis by qualified representatives of the Forest Service activities. Review of accounting books and supporting records shall be made at dates convenient to the holder and reviewers. Financial information so obtained shall be treated as confidential as provided in regulations issued by the Secretary of Agriculture.

The holder shall retain the above records and keep them available for review for 5 years after the end of the year involved, unless disposition is otherwise approved by the authorized officer in writing.

#### **J. ACCOUNTING RECORDS.**

The holder shall follow GAAP or other comprehensive bases of accounting acceptable to the Forest Service in recording financial transactions and in reporting results to the authorized officer. When requested by the authorized officer, the holder at own expense, shall have the annual accounting reports audited or prepared by a licensed independent accountant acceptable to the Forest Service, and shall furnish the authorized officer a complete copy of the report. The holder shall require sublessees to comply with these same requirements. The minimum acceptable accounting system shall include:

1. Systematic internal controls and recording by kind of business the gross receipts derived from all sources of business conducted under this permit. Receipts should be recorded daily and, if possible, deposited into a bank account without reduction by disbursements. Receipt entries shall be supported by source documents such as cash register tapes, sale invoices, rental records, and cash accounts from other sources.
2. A permanent record of investments in facilities (depreciation schedule) current source documents for acquisition costs of capital items.
3. Preparation and maintenance of such special records and accounts as may be specified by the authorized officer.

4. Bank accounts will be maintained separately for the businesses conducted under this permit and not commingled with those for other businesses of the holder.

## **VI. TRANSFER OF TITLE TO THE IMPROVEMENTS**

### **A. NOTIFICATION OF TRANSFER.**

The holder shall notify the authorized officer when a transfer of title to the improvements is contemplated.

### **B. TRANSFER OF TITLE.**

Any transfer of title to the improvements covered by this permit, with the exception of boats owned by the holder, shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. Issuance of a new permit to the party who acquires title to the improvements shall be at the sole discretion of the authorized officer. The authorized officer shall determine that the applicant meets requirements under Federal regulations.

## **VII. CHANGE IN CONTROL OF THE BUSINESS ENTITY**

### **A. NOTIFICATION OF CHANGE IN CONTROL.**

The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated. If the holder is a corporation, change of control means the sale or transfer of at least 50 percent of the corporate stock. If the holder is a partnership, change of control means the sale or transfer of a 50 percent or greater interest in the partnership. If the holder is an individual, change of control means the sale or transfer of the business to another party.

### **B. CHANGE IN CONTROL.**

Any change in control of the business entity as defined in clause VII.A. shall result in termination of this permit. The party acquiring control of the business entity must submit an application for a special use permit. Issuance of a new permit shall be at the sole discretion of the authorized officer. The authorized officer shall determine whether the applicant meets the requirements established by Federal regulations.

## **VIII. RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES**

As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Some but not all of these activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

## **IX. REVOCATION AND SUSPENSION**

### **A. REVOCATION OR SUSPENSION.**

The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to exercise the privileges granted.

### **B. OPPORTUNITY TO TAKE CORRECTIVE ACTION.**

Prior to revocation or suspension under clause IX.A, the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

**C. REVOCATION FOR REASONS IN THE PUBLIC INTEREST.**

If during the term of this permit or any extension thereof the Secretary of Agriculture or any official of the Forest Service with delegated authority determines in planning for the uses of the National Forest System that the public interest requires revocation of this permit, this permit shall be revoked after 30 days' written notice to the holder. The United States shall then have the right to purchase the holder's improvements, to remove them, or to require the holder to remove them, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages resulting from their removal. If the amount of consideration is fixed by mutual agreement between the United States and the holder, that amount shall be accepted by the holder in full satisfaction of all claims against the United States under this clause. If mutual agreement is not reached, the Forest Service shall determine the amount of consideration. If the holder is dissatisfied with the amount determined by the Forest Service, the holder may appeal the determination under the agency's administrative appeal regulations.

**D. SUSPENSION.**

The authorized officer may immediately suspend this permit, in whole or in part, when necessary to protect public health, safety, or the environment. The suspension decision must be in writing. Within ten days of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review the superior shall take prompt action to affirm, modify, or cancel the suspension.

**X. RENEWAL**

This permit does not provide for renewal. Prior to termination of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that: (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the Forest Land and Resource Management Plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit.

**XI. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL**

Except as provided in clause IX.C., upon revocation of this permit or termination of this permit without renewal of the authorized use, the authorized officer has the discretion to require the holder to sell or remove all structures and improvements, except those owned by the United States, within a reasonable time prescribed by the authorized officer and to restore the site to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

**XII. HEALTH AND SAFETY**

**A. BOATING SAFETY.**

1. **Boating Laws.** Where boats and motors are to be rented to the general public, the holder shall comply with the provisions of all State and Federal boating laws. The holder shall post at each boathouse, dock or wharf, the rules for safe operation.

2. **Boating Safety Plan.** A comprehensive safety plan shall be jointly prepared by the holder and the authorized officer in charge and the provisions thereof will be executed by the holder. This plan shall be reviewed annually and revised as needed. It will include consideration of hazards involved in the use and enjoyment of the permitted area and lake facilities. It will include provisions for adequate instructions, signs, warnings, signals, banners, buoys, and other safety precautions necessary to provide public safety regarding mechanical equipment and other sources of personal injury.

3. **Safety Testing.** The Forest Service reserves the right to test any and all boats, canoes, and other devices for water travel to determine their stability and safety and to suspend or prohibit their use if, in the opinion of the Forest Service, they do not comply with the minimum safety requirements of the permit

**B. SANITATION.**

The operation and maintenance of all sanitation, food service, and water-supply methods, systems, and facilities shall comply with the standards of the State, local health departments and water control agencies.

**C. REFUSE DISPOSAL.**

The holder shall comply with all applicable Federal, State, and local requirements related to the disposal of refuse resulting from the use and occupancy authorized by this permit, including waste materials, garbage, and rubbish of all kinds.

**D. CONSTRUCTION SAFETY.**

The holder shall carry on all operations in a skillful manner, having due regard for the safety of employees; and shall safeguard with fences, barriers, fills, covers, or other effective devices, pits, cuts, and other excavations which otherwise would unduly imperil the life, safety, or property of other persons.

**E. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.**

1. The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit; and,
2. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring during the term of this permit or existing or occurring after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit, that causes or threatens to cause:
  - (a) a hazard to the safety of workers or to public health or safety; or,
  - (b) harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources).

The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**XIII. RESOURCE AND IMPROVEMENT PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.**

The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable Federal, State, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

**B. WATER POLLUTION.**

No waste or byproduct shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water, that would result in harm to fish and wildlife or to human water supplies.

**C. ESTHETICS.**

The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

**D. VANDALISM.**

The holder shall take reasonable measures to prevent and discourage vandalism or disorderly conduct and when necessary shall call in the appropriate law enforcement officer.

**E. PESTICIDE USE.**

Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**F. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.**

The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the permit holder.

**G. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES.**

Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under authority of FFSM 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the permit holder.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

#### **H. CONSENT TO STORE HAZARDOUS MATERIALS.**

The holder shall not store any hazardous materials at the site without obtaining the prior written approval of the authorized officer, and this approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after the issuance of this permit, shall be amended to include specific terms and conditions addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms and conditions shall be proposed by the holder and are subject to approval by the authorized officer.

#### **I. SURETY BOND FOR USE OR STORAGE OF HAZARDOUS MATERIALS.**

~~If any hazardous materials are used or stored at the site, the holder shall deliver and maintain a surety bond in accordance with clause XIV.G.~~

#### **J. CLEANUP AND REMEDIATION.**

Except with respect to any Federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

#### **K. CERTIFICATION UPON REVOCATION OR TERMINATION.**

If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by the permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all Federal, State, and local laws and regulations.

#### **L. ENVIRONMENTAL SITE REPORT.**

An Environmental Site Report prepared by the holder prior to issuance of this permit and documenting the known history of the site with regard to the storage, release, or disposal of hazardous materials is attached hereto and made a part of this permit as Exhibit 5. Upon revocation or termination of this permit, the holder shall prepare another Environmental Site Report which shall document the environmental condition of the site at that time and describe any storage, release, or disposal of hazardous materials during the use and occupancy of the site by the holder. Both Environmental Site Reports prepared by the holder shall be subject to approval by the authorized officer. A comparison of the two reports shall assist the authorized officer in determining whether any environmental cleanup or restoration is required. Any cleanup or restoration shall be completed promptly by the holder in accordance with all applicable Federal, State, and local laws and regulations.

#### **XIV. MISCELLANEOUS PROVISIONS**

**A. MEMBERS OF CONGRESS.**

No member of or delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

**B. REGULATING SERVICES AND RATES.**

The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by the permit. Such prices and services may be regulated by the Forest Service: Provided, that the holder shall not be required to charge prices significantly different than those charged by comparable or competing enterprises.

**C. ADVERTISING.**

The holder, in advertisements, signs, circulars, brochures, letterheads, and like materials as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the permit, or the area covered by it or the vicinity. The fact that the permitted area is located on the Sierra National Forest shall be made readily apparent in all of the holder's brochures and print advertising regarding use and management of the area and facilities under permit.

**D. WATER RIGHTS.**

This authorization does not confer any water rights on the holder. Such rights must be acquired under State Law. Such rights must also be relinquished upon revocation or termination of this permit or, if there is a succeeding permit holder, the water rights must be transferred to that holder.

**E. CURRENT ADDRESSES.**

The holder and the Forest Service shall keep each informed of current mailing addresses including those necessary for billing and payment of fees.

**F. TIMESHARE.**

No commercial facilities or equipment authorized under this permit will be operated under a timeshare or interval ownership concept. All such facilities will be made available to the general public on a short-term rental basis.

**G. BONDING.**

The authorized officer may require the holder to furnish a bond or other security to secure all or any of the obligations imposed by the terms of the authorization or any applicable law, regulation, or order. The authorized officer may periodically evaluate the adequacy of the bond and increase or decrease the amount as appropriate.

Performance Bonds. As a further guarantee of compliance with the terms and conditions of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of \$ --0--. Should the bond or other security delivered under this permit become unsatisfactory to the Forest Service, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Forest Service. In lieu of a bond, the holder may deposit and maintain in a Federal depository cash in the amount prescribed above or negotiable securities of the United States having a market value at the time of deposit of at least the dollar amount prescribed above. If the holder fails to meet any of the requirements secured under this clause, money deposited pursuant to this clause shall be retained by the

United States to the extent necessary to satisfy any obligations secured under this clause, without prejudice to any rights and remedies of the United States.

The holder's surety bond shall be released or deposits in lieu of a bond shall be returned 30 days after certification by the Forest Service that priority installations under the Master Development Plan are complete, and upon furnishing by the holder of proof satisfactory to the Forest Service that all claims for labor and material for these installations have been paid or satisfied and released.

Prior to undertaking additional construction or alteration work not covered by any existing surety bond or other security, or when the improvements are to be removed and the area restored, the holder shall deliver and maintain a surety bond for that work in an amount set by the Forest Service. The amount of the bond shall not exceed the estimated loss the Government would suffer upon default in performance of this work.

**H. HOLDER REPRESENTATIVE.**

The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder will notify the District Ranger in writing who the representative will be.

**I. HOLDER'S AND USERS' CONDUCT.**

Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with the holder's permission shall upon proof thereof be cause for termination of this permit.

**J. LIQUOR SALES PERMITTED.**

The sale of (liquors, (or other intoxicating beverages), (beer and wine) is allowed under this permit. However, if conditions develop as a result of this privilege which, in the judgement of the Forest officer in charge are undesirable, the sale of such (liquors, (or other intoxicating beverages), (beer and wine) shall be discontinued. In the event that this action becomes necessary, the holder will be informed in writing by the Forest Service.

**K. GAMBLING.**

Gambling or gambling machines or devices will not be permitted on National Forest lands regardless of whether or not they are lawful under State law or county ordinances.

**L. SERVICES NOT PROVIDED.**

This permit is for the occupancy of land for the purposes stated and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility, association, or individual.

**M. SUPERSEDED PERMIT.**

This permit supersedes a special use permit designated: Richard A. Miller and Patricia Miller,  
DBA Millers Landing Resort, Issued 8/20/85, Holder No. 6243-01.

**N. APPEALS AND REMEDIES.**

Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR Part 251, Subpart C, or revisions thereto.

**O. PERMIT TERMINATION OF WITHDRAWN LAND.**

Any lands described in this permit which have been withdrawn for waterpower purposes under the act of March 3, 1879, or act of June 25, 1910 (or are embraced in an application or license under the Federal Power Act of

June 10, 1920), or have been withdrawn under the Reclamation Act of June 17, 1902, are subject at any time to use in connection with the development of waterpower or for reclamation purposes. This permit, therefore, is issued with the specific understanding that (1) its use shall not interfere with such waterpower or reclamation development and that (2) the permit may be, if necessary, terminated upon ninety (90) days notice when in the judgment of the Federal Power Commission, or of the Bureau of Reclamation in the event of reclamation withdrawals, the lands occupied are needed for use in connection with the generation of hydroelectric power, reclamation developments, or other purposes contemplated by the act or acts under which the lands have been withdrawn. No claim shall be made against the United States or power licensees for or on account of prospective profits or for any injury or damage to properties, improvements, or operations due to such development. The holder will be allowed ninety (90) days in which to remove his improvements.

In the event the lands are needed for the withdrawn purposes, clause IX.C. of this permit is inoperative.

**P. SUPERIOR CLAUSES.**

In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

**Q. Administrative Offset and Credit Reporting**

Pursuant to 31 U.S.C. 3716 AND 7 CFR Part 3, Subpart B, any monies that are payable or may become payable from the United States under this special-use authorization to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States may be disclosed to consumer or commercial credit reporting agencies.

**R. Drinking Water Systems.**

1. The holder, as the water supplier and owner or operator of the drinking water system, is responsible for compliance with all applicable Federal, State, and local drinking water laws and regulations for the operation and maintenance of a public water system. This includes but is not limited to, developing, operating, and maintaining the system, and conducting drinking water testing and taking the appropriate corrective and follow-up actions in accordance with Federal, State, and any other applicable requirements. For the purposes of this authorization, public water systems are as defined in the Safe Drinking Water Act, as amended (42 U.S.C. 300f et seq.) and in the National Primary Drinking Water Regulations, Title 40, Code of Federal Regulations, part 141 (40 CFR part 141), or by State regulations if more stringent.
2. When the permit holder operates Federally owned systems (for example, when the permit is authorized under the Granger-Thye Act), the holder shall meet additional requirements for public and nonpublic water systems consistent with FSM 7420. Requirements under FSM 7420 applicable to the permit holder are set forth in an appendix to the permit entitled "Operations of Federally Owned Drinking Water Systems" (Form FS-2700-4h-Appendix F).
3. For Federally owned systems, the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The holder shall notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation.
4. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available to the Forest Service as well as any other regulatory agency authorized to review Forest Service activities. Copies of microbiological test results for Federally owned water systems shall be forwarded monthly to the Forest Service by the 15th of the month following the sampling date. Copies of other required records for Federally owned systems shall be forwarded annually to the Forest Service within 15 days of the end of the operating season for seasonal sites or within 15 days of the end of the calendar year for year-round operations. The holder shall surrender all records for a Federally owned system to the

Forest Service upon permit termination or revocation.

5. For Federally owned systems, the holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel.

S. Water Rights Acquired in the Name of the United States

All water rights obtained by the holder for use on the area authorized must be acquired in the name of the United States.

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According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 8 hours per response for annual financial information; 8 hours per response to prepare or update an operation and maintenance plan; 4 hours per response for inspection reports; and 8 hours for each request that may include such things as reports, logs, facility and user information, agreements with third parties, and other similar information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250, and to the Office of Management and Budget, Paperwork Reduction Project (OMB #0596-0082), Washington, D.C. 20503.

**SCHEDULE A**

**GROSS FIXED ASSETS**

Through 12/31/97

Land-Based:	\$639,648.00
	See attached pages 23a through 23d
Water-Based:	\$386,803.00
	See attached pages 23a through 23d

Total value of assets = \$ 1,026,451.00

A	A	B	C	D	E	F	G	H	I	J	K
		1984 Sch. A	Increase 1991	Decrease 1991	12/31/91 Total	TOTAL	1992	1993	1994	1995	1996
5	I. BUILDINGS:										
6	A. Store	101798	88902		190,700.00						
7	B. Cabins										
8	Pentwater	11315		15	11,300.00						
9	Cabin 1	7615		15	7,600.00						
10	Cabin 2	3895	5		3,900.00						
11	Cabin 3	3895	5		3,900.00						
12	Cabin 4	3895	5		3,900.00						
13	Cabin 5	3895	5		3,900.00						
14	Cabin 6	4050		50	4,000.00						
15	Cabin 8	3046		46	3,000.00						
16	Cabin 9	"	3046		3,046.00	0.00					
17	Cabin 10	7615		15	7,600.00						
18	Cabin 11	7615		15	7,600.00						
19	C. Storage Shop	3875	1825		5,700.00						
20	D. Marina Dock	32930	22370		55,300.00						
21	E. Boat House	5077	23		5,100.00						
22	F. Shower House (Cabins)	646	4754		5,400.00						
23	G. Shower/Laundry		38000		38,000.00						
24	H. Water System	3600	19600		23,200.00						
25	I. Sewer System	2223		23	2,200.00						
26	J. Ice House	2031		31	2,000.00						
27	K. Service Station	2538	62		2,600.00						
28	Total Buildings	\$214,600	\$175,556	\$3,256	\$386,900	\$386,900					
29											
30	* Building No. 8 used for employee quarters.										
31	** Torn down 1991.										
32											
33	II. EQUIPMENT, FURNITURE, AND FIXTURES:										
34	A. Cabins:										
35	Refrigerators (10)				4,000						
36	Stoves (10)				3,000						
37	Beds (14)				2,600						
38	Tables/chairs	6,600.00			2,200						
39	Washer & Dryer	300.00		300	0.00						
40	Sub-total	6,900.00		300.00	12,000	\$12,000					
41											
42	B. Store/Restaurant:										
43	Freezers (4)	100.00	3,900.00		\$4,000.00						
44	Refrigerators (3)	700.00	300.00		\$1,000.00						
45	Walk-In Refrigerator	1,000.00	3,000.00		\$4,000.00						
46	Grill	100.00	900.00		\$1,000.00						
47	Reach-In Refrig. (2)	500.00	4,500.00		\$5,000.00						
48	Fryer	2,997.00		997	\$2,000.00						
49	Charboiler	2,607.00		607	\$2,000.00						
50	Cash Registers (3)	1,000.00			\$1,000.00						
51	Others	4,300.00		4,300	\$0.00						
52	Sub-total	13,304.00	\$12,600	\$5,904	\$20,000	\$20,000					
53											
54	C. Office:										
55	Desk & Chairs (3)	50.00	1,000.00	50	\$1,000.00						
56	File Cabinets (4)	400.00	1,000.00	400	\$1,000.00						
57	Sofas (2)	300.00	1,000.00	300	\$1,000.00						
58	Telephone System	514.00	2,000.00	514	\$2,000.00						
59	Comm. System		2,000.00		\$2,000.00						
60	Sub-total	1,264.00	\$7,000	\$1,264	\$7,000	\$7,000					
61											
62	D. Shop:										
63	Air Compressors (2)	200.00	1,000.00	200	\$1,000.00						
64	Table Saw	200.00	500.00	200	\$500.00						
65	Electric Saw Drill		1,000.00		\$1,000.00						
66	Log Splitter		1,000.00		\$1,000.00						
67	Hand Tools		500.00		\$500.00						
68	Chain Saw, Blower										
69	Vacuums		1,700.00		\$1,700.00						
70	Dumpster	200.00		200	\$0.00						
71	Sub-total	600.00	\$5,700	\$600	\$5,700	\$5,700					
72											
73	E. Boats:										
74	Fishing Boats (5)	1,150.00	5,000.00	1,150	\$5,000.00						
75	Fishing Motors (5)	350.00	5,000.00	350	\$5,000.00						
76	Party Barge 1986		6,500.00		\$6,500.00						
77	Party Barge 1988		8,000.00		\$8,000.00						
78	Blazer Truck 1988	5,000.00	16,600.00	5,000	\$16,600.00	Deleted in 1995					
79	P/U Truck 1988	4,000.00	14,000.00	4,000	\$14,000.00						
80	Party Barge 1990		9,900.00		\$9,900.00	Deleted in 1994					
81	Brass Buggy 1990		7,000.00		\$7,000.00	Deleted in 1994					
82	Part Barge 1991										
83	Ski Boat 1991	10,000.00	13,900.00	10,000	\$13,900.00						
84	Ski Boat 1991	5,972.00	12,500.00	5,972	\$12,500.00	Deleted in 1994					
85	Ski Boat 1991		11,100.00		\$11,100.00						

A	A	B	C	D	E	F	G	H	I	J	K
91	Ski Boat 1991		12,600.00		\$12,600.00						
92	Life Preserver	100.00		100	\$0.00						
93	Chevron Matic	200.00		200	\$0.00						
94	Shower House 1991		5,000.00		\$5,000.00						
95	Laundromat 1991	3,900.00			\$3,900.00						
96	Computer 1991	3,500.00			\$3,500.00						
97	Sub-total	34,172.00	<u>\$127,100</u>	<u>\$26,772</u>	<u>\$134,500</u>	<u>\$134,500</u>					
98											
99											
100	* Out of Operation 1991					\$566,100					
101	TOTAL GFA 1991					(3,500)					
102						\$562,600					
103		YEAR	DOLLAR AMT.		DISALLOWED	COMMENTS					
104											
105	ADDITIONS/DELETIONS										
106	1992										
107	Computer	1991	3,500.00			Back In Operation					
108	Party Barge	1986	(6,500.00)								
109	Ski Boat	1991	(8,000.00)								
110	Ski Boat	1991	(13,900.00)								
111	Ski Boat	1991	(11,100.00)								
112	Ski Boat	1991	(12,600.00)								
113	Ski Boat No. 119	05/01/92	12,600.00			Deleted in 1994					
114	Party Barge	1991	8,000.00								
115	Ski Boat No. 134	06/29/92	12,900.00			Deleted in 1994					
116	Ski Boat No. 129	05/30/92	12,600.00			Deleted in 1994					
117	Ski Boat No. 130	07/02/92	12,900.00			Deleted in 1994					
118	Ski Boat No. 131	1992	12,600.00								
119	Party Barge No. 7861	1992	9,900.00			Deleted in 1995					
120	Party Barge No. 0487	1992	9,900.00								
121	Party Barge No. 0526	1992	9,900.00								
122	Party Barge No. 0566	1992	9,900.00								
123	Jet Ski 650 SX	1991	4,000.00								
124	Jet Ski 650 SX	1991	4,000.00								
125	Boat Motors (2) 8 H.P.	1992	2,500.00								
126	Laundry Equipment	07/23/92	2,600.00			Deleted in 1994					
127	Gym Equipment	12/15/92	4,700.00			Deleted in 1994					
128	Maid Cart	11/30/92	2,800.00			Deleted in 1994					
129	Party Barge	1992	8,200.00								
130	Sub-total		\$91,400								
131											
132	1992 GFA TOTAL		\$654,000								
133											
134	ADDITIONS/DELETIONS										
135	1993										
136	Delta Fishboat No. 8118	04/14/93	948.00			Deleted in 1994					
137	Delta Fishboat No. 7891	04/14/93	948.00			Deleted in 1994					
138	Delta Fishboat No. 7882	04/14/93	948.00			Deleted in 1994					
139	Delta Fishboat No. 7917	04/14/93	949.00			Deleted in 1994					
140	Delta Fishboat No. 7916	04/14/93	949.00			Deleted in 1994					
141	Ski Boat No. 193	05/25/93	13,514.00			Deleted in 1994					
142	Bass Bully	1993	8,169.00								
143	Party Barge(Suntracker 9392)		9,852.00			Deleted in 1996					
144	Paypoint Office Eq.		2,020.00								
145	Jet Ski XI		6,243.00			Deleted in 1994					
146	Jet Ski XI		6,243.00			Deleted in 1994					
147	Jet Ski Trailer		872.00			Deleted in 1994					
148	Party Barge Trailer		1,919.00			Deleted in 1996					
149	'94 WR III No. 2376		6,103.00			Deleted in 1994					
150	'94 WR III No. 2179		6,103.00			Deleted in 1994					
151	'94 WR III No. 2368		6,103.00			Deleted in 1995					
152	'94 WR III No. 2371		6,103.00								
153	Cabins 7 & 8		7,449.00			Additions					
154	Fishing Boats (5)		(5,000.00)			See '94 note, actually \$1000.00					
155	Party Barge	1991	(8,000.00)								
156	Jet Ski 650	1991	(4,000.00)								
157	Jet Ski 650	1991	(4,000.00)								
158	Sub-total		\$64,429								
159											
160	1993 GFA TOTAL		\$718,429								
161											
162											
163	ADDITIONS/DELETIONS										
164	1994										
165	Fishing Boats Sold '93		4,000.00			Correct '93 \$5,000.00 sold boats					
166	Tige Ski Boat No. 7692	05/12/94	14,882.00			Deleted in 1996					
167	Tige Ski Boat No. 3787	06/10/94	15,365.00			Deleted in 1995					
168	Tige Ski Boat No. 3790	06/24/94	15,450.00			Deleted in 1995					
169	Tige Ski Boat No. 3789	06/29/94	15,450.00			Deleted in 1996					
170	Flying Minibot	04/28/94	9,000.00			Deleted in 1996					
171	Cal Skier No. 4441	05/09/94	14,449.00			Deleted in 1995					
172	20' SEA Nymph No. 6393	05/24/94	9,762.00			(S9,762) See 179 Deduction, Expensed					
173	24' SEA Nymph No. 1769	07/02/94	10,892.00			Deleted in 1997					
174	WR III No. 1914	07/01/94	6,103.00			Deleted in 1995					
175	Jet Ski No. 1038	06/28/94	4,518.00			Deleted in 1995					
176	Jet Ski No. 1039	06/28/94	4,518.00			Deleted in 1995					
177	Delta Fishboat		600.00								
178	Laundry Equipment	06/01/91	2,366.00			see 94 Depr.					

A	B	D	E	F	G	H	I	J	K
179 WR III No. 2179 (93)	12/26/93		(6,103)	1993 item, Sold					
180 WR III No. 2376 (93)	12/28/93		(6,103)						
181 1990 Brass Buggy	1990		(6,085)						
182 18' Brass Buggy No. 9388	06/23/93		(8,169)						
183 Cal Skier No. 079, Yellow	06/01/91		(12,508)						
184 Cal Skier No. 119	05/01/92		(12,600)						
185 Cal Skier No. 129	05/30/92		(12,600)						
186 Cal Skier No. 134	08/29/92		(12,900)						
187 Cal Skier No. 130	07/02/92		(12,900)						
188 Cal Skier No. 193	05/25/93		(13,514)						
189 Cal Skier No. 131	07/02/92		(12,600)						
190 Delta Fishboat No. 8118	04/14/93		(\$948)						
191 Delta Fishboat No. 7891	04/14/93		(\$948)						
192 Delta Fishboat No. 7882	04/14/93		(\$948)						
193 Delta Fishboat No. 7917	04/14/93		(\$949)						
194 Delta Fishboat No. 7916	04/14/93		(\$949)						
195 90 Party Barge No. 3	07/01/90		(\$9,944)						
196 Office Equipment	12/01/91		(\$3,477)						
197 Shower & Laundry Equipment	06/01/91		(\$5,000)						
198 Gem Equipment	12/15/92		(\$4,700)						
199 Mads Cart	11/30/92		(\$2,800)						
200 Laundry Equipment	07/23/92		(\$2,600)						
201 Jet Ski XI	08/31/93		(\$6,243)						
202 Jet Ski XI	08/31/93		(\$6,243)						
203 Jet Ski Trailer	08/31/93		(\$872)						
204 Laundry Equipment			(\$3,800)						
205 Sub-Total		\$127,355		(\$185,003)					
206									
207 1994 GFA TOTAL		\$660,781							
208									
209									
210 ADDITIONS/DELETIONS									
211 1995									
212 Duplex Cabin WIP	04/16/95	70723							
213 WR III No. 7444	04/07/95	6042		Deleted in 1996					
214 WR III No: 7445	07/04/95	6042		Deleted in 1996					
215 WR III No. 7469	05/19/95	6042		Deleted in 1996					
216 Tige No. 3322	05/19/95	15696		Deleted in 1996					
217 WR III No. 7470	05/26/95	6042		Deleted in 1996					
218 Tige No. 3323	05/26/95	15929		Deleted in 1996					
219 Tige No. 3324	05/31/95	15929		Deleted in 1996					
220 WR III No. 7495	06/15/95	6042		Deleted in 1996					
221 24' Sea Nymph No. 5728	06/16/95	13113		Deleted in 1997					
222 20' Sea Nymph No. 5731	06/22/95	9296		(\$9,296) Expensed '95					
223 Tige Ski Boat No. 3807	06/28/95	15929		Deleted in 1996					
224 24' Sea Nymph No. 5742	06/29/95	11309							
225 PWL Venture	07/20/95	6450		Deleted in 1996					
226 95 Ford Truck	07/21/95	19831							
227 Tige Ski Boat No. 3819	08/01/95	15929		Deleted in 1996					
228 Welder	12/18/95	1861		(\$1,861) Expensed '95					
229 Furniture/Fixtures - Duplex	07/15/95	11382							
230 Tige Ski Boat No. 3790	06/24/94		(\$15,450)						
231 Tige Ski Boat No. 3787	06/10/94		(\$15,365)						
232 PWL WR III No. 1914	07/01/94		(\$6,103)						
233 PWL WR III No. 2371	12/26/93		(\$6,103)						
234 Jet Ski No. 1039	06/28/94		(\$4,524)						
235 Jet Ski No. 1038	06/28/94		(\$4,524)						
236 Cal Skier No. 4441	05/03/94		(\$14,449)						
237 90 Party Barge No. 3	07/01/90		(\$9,944)						
238 PWC WR III No. 2368	12/26/93		(\$6,103)						
239 Blazer Truck	1988		(\$16,586)						
240 Party Barge No. 7861	1992		(\$9,852) Suntracker						
241 Party Barge No. 0487	05/22/92		(\$9,852) Suntracker						
242 Party Barge No. 0526	06/19/92		(\$9,852) Suntracker						
243 Party Barge No. 5514	12/11/92		(\$8,186) Suntracker						
244 Party Barge No. 0566	07/17/92		(\$9,852) Suntracker						
245 Sub-Total		\$253,587.00		(\$164,245)					
246									
247 1995 GFA TOTAL		750123							
248									
249									
250 ADDITIONS/DELETIONS									
251 1996	1995 1996	30610							
252 Cabin No. 1	1995	16504							
253 Tige Ski Boat No. 1879	1996	14675							
254 Tige Ski Boat No. 1883	1996	16519		Deleted in 1997					
255 Tige Ski Boat No. 1889	1996	16519							
256 Tige Ski Boat No. 1890	1996	16519							
257 Tige Ski Boat No. 0058	1996	15120							
258 Tige Ski Boat No. 0624	1996	16810							
259 Sea Nymph No. 8497	1996	11636							
260 Sea Nymph No. 8496	1996	11636							
261 Sea Nymph No. 8508	1996	11636							
262 Sea Nymph No. 2351	1996	11636							
263 Sea Nymph No. 2355	1996	11636							
264 Sea Nymph No. 2366	1996	11636							
265 Venture No. 6437, Yama	1996	6413		Deleted in 1997					
266 Venture No. 5919, Yama	1996	6413		Deleted in 1997					

A	B	D	E	F	G	H	I	J	K
267 Maids Cart	1996	4250							
268 Auto Lexus	1996	16191							
269 Auto Jeep	1996	31828							
270 WR III No. 7445	07/04/95		(\$6,042)						
271 WR III No. 7444	04/07/95		(\$6,042)						
272 WR III No. 7469	05/19/95		(\$6,042)						
273 WR III No. 7470	05/26/95		(\$6,042)						
274 WR III No. 7495	06/15/95		(\$6,042)						
275 Venture No. 5377	07/20/95		(\$6,450)						
276 Fling Mini Boat	04/26/94		(\$9,000)						
277 Party Barge Trailer	1993		(\$1,913)						
278 Party Barge, Suntracker 9392	1993		(\$9,852)						
279 Tige Ski Boat No. 7692	05/12/94		(\$14,882)						
280 Tige Ski Boat No. 3769	06/29/94		(\$15,450)						
281 Tige Ski Boat No. 3322	05/19/95		(\$15,696)						
282 Tige Ski Boat No. 3323	05/26/95		(\$15,929)						
283 Tige Ski Boat No. 3324	05/31/95		(\$15,929)						
284 Tige Ski Boat No. 3807	06/28/95		(\$15,929)						
285 Tige Ski Boat No. 3819	08/01/95		(\$15,929)						
286 New Boat Dock	01/12/96	39,271							
287 Sub-Total		300,939		(\$167,169)					
288									
289 1996 GFA TOTAL		883,893							
290									
291 ADDITIONS/DELETIONS									
292	1997								
293									
294 Cabin 9 Construction	05/31/97	51,731							
295 Waverunner No. 6763	06/20/97	2,186							
296 Waverunner No. 6775	07/03/97	5,137							
297 Venture No. 6777	07/07/97	6,325							
298 Venture No. 6778	07/07/97	6,325							
299 Waverunner No. 6814	08/24/97	4,607							
300 Waverunner No. 6815	08/24/97	4,607							
301 Tige Ski Boat No. 0635	01/21/97	15,330							
302 Tige Ski Boat No. 1895	06/20/97	15,630							
303 Tige Ski Boat No. 1088	06/24/97	15,630							
304 Tige Ski Boat No. 3901	07/10/97	15,575							
305 20' Party Barge No. 0980	05/21/97	10,900							
306 20' Party Barge No. 0993	06/24/97	10,900							
307 20' Party Barge No. 0995	06/27/97	10,900							
308 Furniture & Fixtures	05/31/97	6,044							
309 24' Sea Nymph No. 1769	07/02/94		(\$3,154) 7,738 prv.exprsd						
310 24' Sea Nymph No. 5728	06/16/95		(\$6,770) 6,343 prv.exprsd						
311 Venture No. 6437, Yama	1996		(\$6,413)						
312 Venture No. 5919, Yama	1996		(\$6,413)						
313 Tige Ski Boat No. 1889	1996		(\$16,519)						
314									
315 Sub Total		181,827		(\$39,269)					
316									
317 1997 GFA TOTAL		1,026,451							
318									
319									
320									
321									
322									
323									
324									
325									
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## **SCHEDULE B**

### **AUTHORIZED SERVICES**

**Richard and Patricia Miller  
DBA Millers Landing Resort**

---

Those services authorized under this permit are:

1. Grocery Sales
2. Food Service including the serving of meals, sandwiches, and other items consumed on the premises or prepared for carry out.
3. Car Services including fuel and lubricant sales and minor repairs.
4. General Merchandise sales such as clothing, souvenirs and gifts.
5. Rentals and Services including overnight cabin rentals and boat/personal water craft rentals.

## SCHEDULE C

AUTHORIZED FACILITIES  
(PAOT \* limits shown in parenthesis)  
Richard and Patricia Miller  
DBA Millers Landing Resort

The following facilities are authorized as they exist as of the date of this permit. (PAOT\* 200)

- A. On Land      a store (15)  
                  fountain and deck eating area (44)  
                  a warehouse  
                  a repair shop for boats and resort maintenance  
                  two water wells with transmission lines, two water tanks, a pressure house  
                  and chlorinator  
                  one gasoline dispenser (4)  
                  an ice house  
                  fourteen rental cabins (112)  
                  shower and laundry facilities to include twenty shower stalls/six toilets/nine  
                  sinks/five washers and four dryers (25)  
                  assorted roads and paths and parking spaces as shown on attached map dated 8/25/98,  
                  named Parking Layout and labelled Exhibit 2  
                  a wash house and restroom building including two toilets and four showers  
                  two satellite dishes attached to the shower/laundry facility  
                  two propane tanks and transmission lines  
                  a 24' x 24' carport  
                  a mobile security trailer  
                  a material storage area  
                  900' of four inch sewer lines, two grinder pumps of 50 gallons each and one  
                  booster pump  
                  three above ground gasoline storage tanks  
                  assorted utility lines as shown on the attached map dated 6/13/99, named  
                  Utility layout and labelled Exhibit 3.

\* PAOT = persons at one time

B. On Water

- boat dock of 692' with 80 boat slips\*, and storage/gas/cashier building
- a Personal Water Craft Ramp
- two gasoline dispensers
- a swim float
- a paved service boat ramp
- assorted rental boats including canoes, fishing boats, personal water craft, ski boats and pontoon boats
- two buoy tie-ups (length of time for boats tied to the open mooring buoys will be limited to 2 days between Memorial Day and Labor Day)

\* The 80 boat slips are distributed as follows:

10 overnight slips. Rental space not to exceed 14 days between Memorial Day and Labor Day to any one party. No overnight sleeping or camping permitted on boats moored or tied up at the Marina.

30 slips for canoes, fishing boats, personal water craft, ski boats and pontoon boats.

40 season slips

EXHIBIT 1  
FACILITY PROPOSAL MAP

**EXHIBIT 2**  
**PARKING LAYOUT MAP**

**BLANK PAGE FOR EXHIBIT DIVISION**

## **Attachment 3**

**Miller's Landing Resort Environmental Site Report**



3629 W. Gettysburg Ave. - Fresno, CA 93722  
Phone: (559) 271-5260 - Fax (559) 271-5267  
Email: [asreengineering@sbcglobal.net](mailto:asreengineering@sbcglobal.net)

**ENVIRONMENTAL SITE REPORT  
MILLERS LANDING RESORT  
37976 ROAD 222  
WISHON, CALIFORNIA**

Prepared for:  
**Mr. Rick Miller  
Millers Landing Resort  
37976 Road 222  
Wishon, California**

Prepared by:  
**ASR Engineering, Inc.  
3629 West Gettysburg Avenue  
Fresno, California 93722  
(559) 271-5260**

**Job No. 17-16009  
April 25, 2016**



3629 W. Gettysburg Ave. - Fresno, CA 93722  
Phone: (559) 271-5260 - Fax (559) 271-5267  
Email: asrengineering@sbcglobal.net

April 25, 2016

Job No. 17-16009

Mr. Rick Miller  
Millers Landing Resort  
37976 Road 222  
Wishon, California

**Subject:** Environmental Site Report  
Millers Landing Resort  
37976 Road 222  
Wishon, California

Dear Mr. Miller:

At your request, ASR Engineering, Inc. (ASR) has prepared this Environmental Site (ESR) Report for the Millers Landing Resort located at 37976 Road 222 in Wishon, California.

We appreciate the opportunity to assist you with this project. Should you have questions regarding this report or need additional information, please contact one of the undersigned at (559) 271-5260.

Respectfully submitted,  
ASR Engineering, Inc.

Alex Gonzalez, P.E.  
Director of Engineering

A. Saboor Rahim, Ph.D., C.E., G.E.  
Principal Engineer



Distribution: Mr. Rick Miller (3 copies)

Re: \\Diskstation\\share1\\Environmental\\Env-2016\\17-16009 Millers Landing\\17-16009 Millers Landing.docx

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## FIGURES

FIGURE 1	VICINITY MAP
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## **APPENDICES**

### **Appendix "A"**

- Hydrocarbon Impacted Soil and Groundwater Contamination Report, November 15, 2002
- Regional Water Quality Control Board Closure Letter, September 15, 2003
- Spill Prevention, Control, and Countermeasure (SPCC) Plan 2015
- Consolidated Emergency Response/Contingency Plan, May 1, 2015
- Aboveground Storage Tank Inspection Form, May 6, 2015
- Hazardous Waste Generator Inspection Form, May 6, 2015
- Hazardous Material Business Plan Inspection Form, May 6, 2015
- Water System Inspection Report, July 19, 2012
- Water System Inspection Report, July 2, 2007
- Water Well Permit, March 31, 1982
- Water Well Permit, October 1, 1997
- Notice of Violation for Water System, January 19, 2016

**ENVIRONMENTAL SITE REPORT  
MILLERS LANDING RESORT  
37976 ROAD 222  
WISHON, CALIFORNIA**

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## **1.0 INTRODUCTION**

This report presents the results of the Environmental Site Report (ESR) for Millers Landing Resort located at 37976 Road 222 in Wishon, California (see Figure 1, Vicinity Map). In preparation of the ESR, where applicable, the worksheets provided by Mr. Edward F. Dietz, Jr., Environmental Engineer with the Sierra National Forest Services were utilized.

### **1.1 Purpose**

The purpose of our assessment was to identify recognized environmental conditions at the subject property both before the permit holder commences site operations and upon permit termination and/or revocation. The ESR was conducted to document site history and environmental conditions in relation to hazardous materials use, storage, releases, and disposal. The assessment and report also documents site history and conditions related to other environmental issues including lead based paint, asbestos, drinking water and waste water systems.

### **1.2 Scope-of-Services**

In conjunction with conducting this ESR, the scope of services provided by ASR Engineering, Inc. (ASR) included performance of the following tasks:

- Acquiring readily available information regarding environmental concerns, land-use history and property development.
- Performing a reconnaissance of the subject site, including photographic documentation of the subject property conditions and identification of potential environmental concerns.
- Identifying aboveground storage tanks and/or indications of underground storage tanks on-site.
- Preparing this report of findings.

## **2.0 SITE LOCATION AND DESCRIPTION**

### **2.1 Location**

The project site is located in the southern shore of Bass Lake. The site is located at 37976 Road 222 in Wishon, California, California (see Figure 1, Vicinity Map). The site occupies a portion of the northern-central portion of Section 26, Township 7 South, Range 22 East, Mount Diablo Baseline and Meridian.

### **2.2 Site and Vicinity General Characteristics**

The subject site is within the southern shore of Bass Lake in the Sierra National Forrest. Ground surface elevation within the site varies from approximately 3375 feet to 3440 feet above mean sea level.

### **2.3 Current Use of the Property**

The subject site is a resort that includes a grocery store, guest lodging, restaurant, boat rentals, fuel dispensing facilities and maintenance shop.

## **3.0 RECORDS REVIEW**

### **3.1 Site Use/s**

- 3.1.1** Are there any records that indicate current or previous industrial type activities on the site (i.e. nurseries, warehouses, vehicle maintenance, mining, etc.)? If yes, describe the site activities, provide information sources, and identify the location/s on the site where the activities occurred and the timeframe when they occurred. Yes X No \_\_\_\_

Based on the information obtained from the current owner and Madera County Environmental Health Department (MCEHD), a portion of the site has been and is currently used as a fueling facility and watercraft repair shop.

- 3.1.2** Are there any records indicating any current or previous agricultural use (i.e. livestock, pesticide/herbicide use, crops, etc.)? If yes, describe the agricultural use and identify when and where the use occurred. Provide information sources (for example records, aerial photos and maps). Yes \_\_\_\_ No X

Review of available records did not indicate any current or previous agricultural use within the project site.

- 3.1.3** Have there been any previous special use permits, leases, Plans of Operation, or concessionaire activities? If yes, describe the permitted activities and provide information sources. Not Applicable    Yes X No

Copies of aboveground storage tank permits and drinking water system permits for the site were obtained from the MCEHD, and included in Appendix "A."

### **3.2 Hazardous Materials/Substances**

- 3.2.1** Is there any record of hazardous materials/substances being used, stored, released, or disposed of on the site, including aboveground and underground storage tanks? If yes, attach a list describing the type(s), quantities involved, approximate location/s and dates. Not Applicable    Yes X No

Several hazardous materials are currently stored and used within the site. The following table includes a list of materials currently stored and used, quantities and locations:

Material	Gallons	Location
Gasoline	4,000	AST Area*
Gasoline	2,000	AST Area
Gasoline	2,000	AST Area

\*The AST Area is shown on Figure 2, Site Plan.

- 3.2.2** Has an environmental investigation ever been conducted at the site? If yes, has an environmental investigation ever indicated the release of hazardous materials/substances, or other potential environmental problems on the site? If yes, describe the nature, location/s of the release and the quantities and types of hazardous materials/substances. Not Applicable    Yes X No

Between 1981 and 1986 two USTs, located beneath the parking lot, were used to service two marine fuel dispensers at the end of the boat dock and one dispenser located at the edge of the parking lot. In 1986 the two USTs along with three additional USTs located on the other side of road 222, were abandoned in place under permit and observation of the MCEHD.

Subsequent to the closing of the USTs, the AST fueling facility was constructed, which piped gasoline through three single walled steel pipes passing beneath the parking lot.

In September 1999, the AST lines were closed in response to a gasoline leak reported by Millers Landing employees. The AST piping was removed from the site on November 30 and December 1, 1999.

Gasoline containing methyl tertiary-butyl ether (MTBE) was detected in soil samples collected during the AST piping removal in November and December 1999. Additional information regarding the hydrocarbon release is presented in Appendix "A."

- 3.2.3** Are there any records that indicate the existence of transformers, capacitors, or hydraulic equipment containing, or that may contain PCB's? If yes, indicate date of manufacture, size, location/s, owner, etc., and provide information sources.

Not Applicable    Yes    No X

### **3.3 Solid Waste Management**

- 3.3.1** Are there any records describing solid waste management practices at the site? If yes, describe the practices and identify on-site solid waste collection, storage and/or disposal areas. Not Applicable    Yes    No X

### **3.4 Drinking Water/Waste Water**

- 3.4.1** Are there any records indicating the presence of a drinking water system on the site, including information related to operating or abandoned water wells? If yes, describe the water system (location/s, size, age of the system, etc.) and provide information sources. Not Applicable    Yes X No

Based on the information obtained from the files maintained at the Millers Landing Resort, and the information obtained from the MCEHD, drinking water is provided by a groundwater well located near the southwest portion of the property. The water well was installed in 1997 to approximately 375 feet below surface grade. Water is stored within two (2) water storage tanks and distributed by pressure tanks. The water is filtered at each building. One (1) water well, which was installed in 1982, was abandoned in 1997. The approximate location of the existing and abandoned wells are shown on Figure 2, Site Plan.

- 3.4.2** Are there any records indicating the presence of an on-site waste water disposal system? If yes, describe the system and provide age and location/s and provide information sources. Not Applicable    Yes    No X

### **3.5 Compliance and Permits**

- 3.5.1** Are there any environmental permits for site operations related to air/water discharges, mining, or solid or hazardous waste storage, or disposal, hazardous materials use/storage? If yes, describe and identify information sources. Yes X No \_\_\_\_\_

A Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) and a Hazardous Materials Business Plans (HMBP) for the facility are attached in Appendix "A."

- 3.5.2** Are there any records indicating that there have been environmental compliance/violation notices issued to current and/or past operations? If yes, explain and provide information sources (for example, State hazardous substances office, EPA Region).  
Yes X No \_\_\_\_\_

Minor violations have been reported in previous MCEHD's Above Ground Storage Tank Inspection Forms and Hazardous Waste Generator Inspection Forms. Minor violations have also been reported by the MCEHD for the water system. Based on the available information, the minor violations were subsequently corrected.

### **3.6 Site Chronology**

Based on the information provided by Mr. Miller, the resort was constructed in 1915. Reportedly, the subject site has been used for dispensing fuel since the 1950s. Mr. Miller has been the owner of the resort since 1981. In 1988 the boat dock was expanded. The existing Shower/Laundry House was constructed in 1990. Duplex Cabins No. 9 and 10 were constructed in 1995 and 1997, respectively. Cabins No. 11 and 12 were constructed in 2009.

Based on the Report of Assessment and Remediation of Gasoline Release prepared by BSK dated August 11, 2000, between 1981 and 1986, two underground storage tanks (USTs), located beneath the parking lot, were used to service two marine fuel dispensers at the end of the boat dock and one dispenser located at the edge of the parking lot. In 1986 the two USTs along with three additional USTs located on the other side of road 222, were abandoned in place under permit and observation of the MCEHD.

Subsequent to the closing of the USTs, the AST fueling facility was constructed, which piped gasoline through three single walled steel pipes passing beneath the parking lot. In September 1999, the AST lines were closed in response to a gasoline leak reported by Miller's Landing employees. The AST piping was removed from the site on November 30 and December 1, 1999. Subsequent to performing site assessment/remediation, the

subject facility was closed, on September 15, 2003, for further assessment/remediation by the Regional Water Quality Control Board.

Further information regarding the hydrocarbon release is attached in Appendix "A."

#### **4.0 INTERVIEW WITH PAST/ PRESENT OPERATORS/PERMITTEES**

Interviews were conducted onsite with the current property owner, Mr. Rick Miller and Maintenance Manager Mr. Kenny Quigley. The questionnaire and responses are included below:

##### **4.1 Site Use/s**

**4.1.1** Do you posses or know of the existence of any of the following records related to the site?

- Radon, Asbestos and/or Lead-Based Paint Surveys  
Not Applicable \_\_\_\_ No X Yes Copy/s Attached \_\_\_\_
- Environmental Permits Related to Current or Previous Site Activities  
Not Applicable \_\_\_\_ No \_\_\_\_ Yes Copy/s Attached X
- Underground or aboveground storage tank records  
Not Applicable \_\_\_\_ No \_\_\_\_ Yes Copy/s Attached X
- Hazardous Materials Management Plans  
Not Applicable \_\_\_\_ No \_\_\_\_ Yes Copy/s Attached X
- Site safety plans; spill response plans, etc.  
Not Applicable \_\_\_\_ No \_\_\_\_ Yes Copy/s Attached X
- Notices/correspondence from any government agency relating to past or current violations of environmental laws with respect to the site.  
Not Applicable \_\_\_\_ No \_\_\_\_ Yes Copy/s Attached X
- Hazardous waste generator records.  
Not Applicable \_\_\_\_ No \_\_\_\_ Yes Copy/s Attached X

**4.1.2** Have there been any current or previous industrial type activities on the site (i.e. nurseries, warehouses, vehicle maintenance, mining, etc) which are not identified in site records? If yes, describe the site activities, provide information sources, and identify the location/s on the site where the activities occurred and the timeframe when they occurred.  
Yes X No \_\_\_\_ Unknown \_\_\_\_

See Section 3.1.1, above.

- 4.1.3** Has the site ever been used for agricultural, livestock, crop purposes? If yes, describe the operations and indicate the location/s and timeframes involved. Also, indicate whether hazardous substance use was involved in the operations (example, pesticide/herbicide use, and cattle dip vats), describe, and provide location/s and the type, quantity and duration of use. Yes    No X Unknown
- 4.1.4** Are there, or has there been any improvements, such as old building foundations, buildings, water towers, smokestacks, smelters, etc., on the site? If yes, describe the improvements and provide location/s and the date of construction and removal (if applicable). Yes X No    Unknown

In 1988 the boat dock was expanded. The existing Shower/Laundry House was constructed in 1990. Duplex Cabins No. 9 and 10 were constructed in 1995 and 1997, respectively. Cabins No. 11 and 12 were constructed in 2009.

## **4.2 Hazardous Materials & Substances**

- 4.2.1** Are there any current and/or past operations at the site that involved the use, storage and/or disposal of hazardous materials/substances? If yes, describe the operations and the location/s, types and quantities. Yes X No    Unknown

See Section 3.2.1, above.

If yes, has there been a spill or release of hazardous materials/substances or other potential environmental problems on the site associated with current and/or past operations? If yes, describe the nature and location/s of the release and the quantities and types of hazardous substances. Not Applicable    Yes X No    Unknown   

See Section 3.2.2, above.

- 4.2.2** Are you aware if the site topography has been altered and/or if there are any unnatural, topographic features present on the site (i.e., fill dirt brought onto the site, cover for dumps, mounds, fill areas, depressions, etc.)? If yes, please describe the topographic alterations and/or unnatural features. Indicate their location/s on the site and if known when the alterations occurred and by whom. Yes    No X Unknown
- 4.2.3** Is there any evidence of waste materials currently or previously being disposed above grade, buried, and/or burned on the site (i.e. hazardous materials, petroleum products, labeled/unlabeled drums or containers, pesticide containers, household and farm debris,

automotive or industrial batteries, building demolition debris, or any other waste materials)? Yes    No X Unknown   

- 4.2.4** Are there floor drains present in any of the on-site structures and/or areas where hazardous materials/substances are used and/or stored or have been used and/or stored in the past? If yes, indicate the location/s of the structures and the types, quantities and timeframes related to the associated hazardous materials use and/or storage. For each area/structure, also indicate where the floor drains discharge.

Not Applicable    Yes    No X Unknown   

- 4.2.5** Has any radon, asbestos-containing materials, or lead-based paint surveys ever been conducted on the site? If yes, identify the dates of the surveys, the results and condition of the materials, and the structures involved.

Not Applicable    Yes X No    Unknown   

- 4.2.6** Are there aboveground or underground storage tanks currently in use or that have been used in the past on the site? If yes, identify location, installation date, and types and quantities of materials stored. If the tanks were removed, indicate when the removal took place and whether a closure certification notice was received from the lead regulatory agency. Yes X No    Unknown

See Appendix "A."

#### **4.3 Solid Waste**

- 4.3.1** Are there any solid waste collection or disposal areas on the site? If yes, describe the solid waste management practices and identify the waste collection, storage and/or disposal areas and the types and quantities of wastes handled.

Not Applicable    Yes X No   

Nine (9) waste dumpsters are located within the site. Waste Management, Inc. routinely hauls the contents of the dumpsters offsite.

#### **4.4 Drinking Water/Waste Water**

- 4.4.1** Does the site currently or has it ever had an on-site drinking water system? If yes, describe the water system (location/s, size, construction details, age of the system, water source, etc.). If the water system or the water source (on-site well) is no longer in use, indicate if it was properly abandoned and provide date/s and information on system and/or well abandonment). Yes X No    Unknown

See Section 3.4.1, above.

- 4.4.2** Does the site currently have or has there ever been an on-site wastewater treatment and disposal systems (septic systems, sewage lagoons, etc.). If yes, please provide a description of the system, including the location/s, size, date constructed, and which buildings discharge to the system. Yes    No X Unknown

Based on the information provided by the facility's Maintenance Manager, Kenney Quigley, the waste water from cabins No. 9 and 10 is temporarily stored in a 4-foot diameter by 5-feet deep septic holding tank and subsequently transferred to a 3-foot diameter by 5-feet deep sewage grinder pump. The waste water from the other site's buildings is transferred directly to the grinder pump. The waste water is then pumped to the County sewage main line.

If the on-site wastewater treatment and disposal system is no longer in use has it been closed? If yes, describe method of closure and date closed.

Not Applicable X Yes    No    Unknown   

#### **4.5 Permits**

- 4.5.1** Have there been any environmental permits issued for current or any past operations associated with the site that are not identified in the records. If yes, describe the permitted operations, indicate the permitting agency, the date the permit was issued and whether the permit is still effective.  
Yes    No X Unknown
- 4.5.2** Have there been environmental compliance/violation notices issued to current and/or past operations? If yes, explain. Yes X No

See Section 3.5.2, above.

#### **5.0 SITE VISIT SURVEY-VISUAL ON-SITE INSPECTION**

The subject property reconnaissance was conducted by visiting the subject site and reviewing site conditions on March 25, 2016. At the time of site reconnaissance, relevant photographs of the site were taken.

## **5.1 Site Use/s**

- 5.1.1** Are there currently structures and improvements present on the site? If yes, provide a physical description of the structures and improvements, including their condition and location/s on a site map. Yes X No \_\_\_\_\_ Photo Log ID Number/s: Figure 3

Several structures including cabins, a store, ASTs, two (2) fuel dispensers, maintenance shop and a boat dock are located within the site at the approximate locations shown on Figure 2, Site Plan.

- 5.1.2** Is there evidence that there were structures and improvements present on the site in the past? If yes, describe the evidence and provide a physical description of the structures and improvements, including their condition and location/s on a site map.

Yes \_\_\_\_\_ No X Photo Log ID Number/s: \_\_\_\_\_

- 5.1.3** Is there evidence of current or past agricultural use (livestock, crop raising, etc)? If yes, describe the operations and identify the location/s on the site map.

Yes \_\_\_\_\_ No X Photo Log ID Number/s: \_\_\_\_\_

- 5.1.4** Is there evidence of modified topography, or unnatural topographic features? (i.e., fill dirt brought onto the site, cover for dumps, mounds, fill areas, depressions, etc.). If yes, provide a physical description and provide the location/s on the site map.

Yes \_\_\_\_\_ No X Photo Log ID Number/s: \_\_\_\_\_

- 5.1.5** Is there any evidence of current or past waste disposal on the site (i.e. waste piles, burn pile areas, dumps, etc.)? If yes, describe the evidence, provide information relating to the waste materials and disposal areas, and identify the location/s on the site map.

Yes \_\_\_\_\_ No X Photo Log ID Number/s: \_\_\_\_\_

- 5.1.6** Are there roads and/or paths present on the site? If yes, provide a description and indicate the location/s on a site map. Yes X No \_\_\_\_\_ Photo Log ID Number/s: Figure 1

Road 222 is located along the north part of the property.

- 5.1.7** If roads and/or paths are present, is there evidence of illegal or unauthorized dumping activities occurring? If yes, provide a description of the dumping and waste materials. Based on observations indicate the approximate age of the wastes and the location/s on a site map. Not Applicable \_\_\_\_\_ Yes \_\_\_\_\_ No X Photo Log ID Number/s: \_\_\_\_\_

## **5.2 Hazardous Materials & Substances**

- 5.2.1** Is there evidence that current or past operations on the site involved the use, storage, and/or disposal of hazardous materials/substances? If yes, describe the operations, provide information relating to the types and quantities of materials, if known, and identify the location/s on a site map.

Yes X No \_\_\_\_\_ Photo Log ID Number/s: Figure 3-D, 3-E, 3-F and 3-G

See Section 3.2.1, above. In addition to the ASTs, two (2) 55-gallon waste oil drum and several 5-quart new oil bottles are located within the maintenance shop.

If yes, is there evidence of any spill or release of hazardous materials/substances associated with current or past operations or tenants? If yes, describe the nature and location/s of the release and the quantities and types of hazardous materials/substances, if known, and identify the location/s on a site map.

Not Applicable \_\_\_\_\_ Yes X No \_\_\_\_\_ Photo Log ID Number/s: \_\_\_\_\_

See Section 3.2.2, above.

- 5.2.2** Is there evidence that the site has been used for any form of illegal activities, which may involve use, storage, and/or disposal of hazardous materials/substances (i.e. illegal drug labs, waste disposal sites)? If yes, describe and provide information relating to the types and quantities of materials, if known, and identify the location/s on the site map.

Yes \_\_\_\_\_ No X Photo Log ID Number/s: \_\_\_\_\_

- 5.2.3** Is there any evidence of contamination or other materials migrating from adjacent and/or nearby properties onto the site (i.e. private in holdings, mining claims, etc.)? If yes, describe and indicate the location/s on a site map, and indicate if the migration appears to be current or historic in nature. Yes \_\_\_\_\_ No X Photo Log ID Number/s: \_\_\_\_\_

- 5.2.4** Are there any unidentified containers on the site (55 gallon drums, 5 gallon buckets, etc.)? If yes, provide a description of the containers that includes size, quantity and condition. Indicate their location/s on a site map.

Yes \_\_\_\_\_ No X Photo Log ID Number/s: \_\_\_\_\_

- 5.2.5** Are there currently any aboveground or underground storage tanks on the site or indications of the presence of abandoned aboveground or underground storage tanks, such as any vent pipes, fill pipes, access ways indicating a fill pipe, concrete or asphalt pads or patches, islands, or dispensers on the site or adjacent to any structure on the site?

If yes, describe and identify the location/s and the type and quantities of materials stored, if known. Yes X No \_\_\_\_\_ Photo Log ID Number/s: Figures 3-D and 4-H

Four (4) ASTs and three (3) fuel dispensers are located within the site at the approximate locations shown on Figure 2, Site Plan.

If aboveground or underground storage are present, is there any evidence of spill or releases. If yes, describe and indicate the location/s on a site map.

Not Applicable \_\_\_\_\_ Yes X No \_\_\_\_\_ Photo Log ID Number/s: \_\_\_\_\_

See Section 3.2.2, above.

- 5.2.6** Is there evidence or any indications that an aboveground or underground storage tank has been used in the past on the site? For example, the presence of tank pads, vent pipes, fill pipes, access ways indicating a fill pipe, or dispensers on the site or adjacent to any structure on the site? If yes, describe the evidence and identify the location/s on the site where the tanks were located. If known, indicate when the tanks were removed. Not Applicable \_\_\_\_\_ Yes X No \_\_\_\_\_ Photo Log ID Number/s: \_\_\_\_\_

See Section 3.2.2, above.

If aboveground or underground storage were previously present, is there any evidence of spill or releases. If yes, describe and indicate the location/s on a site map.

Not Applicable \_\_\_\_\_ Yes X No \_\_\_\_\_ Photo Log ID Number/s: \_\_\_\_\_

See Section 3.2.2, above.

- 5.2.7** Are there electric transmission lines, transformers, capacitors, or any hydraulic equipment (i.e., elevators, presses, lifts, doors, etc.) currently present on the site? If yes, describe the equipment. Indicate whether the equipment has labels indicating it contains PCBs or is PCB free and indicate if there any evidence of leakage.

Yes X No \_\_\_\_\_ Photo Log ID Number/s: Figures 3-I and 3-J

One (1) pole mounted transformer is located near the north portion of the property. A pad mounted electric transformer was observed near the southeast portion of the property western portion of the property. No labels were observed indicating whether they contained PCBs or if they were PCB free. No evidence of transformer liquid leakage was observed on the exterior surfaces of the transformers.

- 5.2.8** Is there any evidence of electric transmission lines, transformers, capacitors, or any hydraulic equipment (i.e., elevators, presses, lifts, doors, etc.) being present on the site in

the past? If yes, describe the evidence and if known, indicate when and what type of equipment was present, whether any equipment contained PCBs, if there is any evidence of past leakage, and indicate the location/s on a site map.

Yes        No X Photo Log ID Number/s: \_\_\_\_\_

- 5.2.9** Are there structures and/or soils surrounding structures on site, which might indicate the presence of lead in dust, old paint (peeling, chipping, chalking, or cracking lead-based paint), and/or which were built prior to 1978 (or of unknown construction dates)? If yes, identify the structures. Include a description of the lead and the location/s (interior or exterior of structures) and identify the location/s on a site map. If lead based paint is present, also indicate whether the paint is peeling and whether there is evidence of paint chips on the ground surrounding the structures.

Not Applicable        Yes        No X Photo Log ID Number/s: \_\_\_\_\_

- 5.2.10** Are there structures on site containing asbestos-containing materials (ACMs) or with suspect ACMs (i.e., fire proofing, acoustical plaster, siding, floor tiles, roofing shingles, insulation, etc.)? If yes, describe the structure and the type and condition of the ACMs and identify the location/s on a site map.

Not Applicable        Yes        No X Photo Log ID Number/s: \_\_\_\_\_

- 5.2.11** Are there floor drains present in any of the on-site structures and/or areas where hazardous materials are used and/or stored or have been used and/or stored in the past? If yes, describe the current and previous use of the structure (if known) and the types of hazardous materials. Indicate the location/s of the floor drains in the structures on a site map and where the floor drain discharge, also indicate if there is there evidence of any chemical stains present on the walls and/or floors of the on-site areas and structures where hazardous materials are/have been used and/or stored.

Not Applicable        Yes        No X Photo Log ID Number/s: \_\_\_\_\_

### **5.3 Solid Waste**

- 5.3.1** Is there evidence or any indications of any solid waste collection or disposal areas on the site? If yes, describe the areas, the waste management practices, the types and quantities of wastes handled and identify the waste collection, storage and/or disposal areas and indicate the locations on a site map.

Yes X No        Photo Log ID Number/s: \_\_\_\_\_

See Section 4.3.1, above.

## **5.4 Water/Waste Water**

- 5.4.1** Is surface water present on the site (i.e. pits, ponds, lagoons, rivers, creeks, oceans, etc.)? If yes, provide a description of the type of surface water and its location/s on a site map. Also identify if there evidence of any unnatural characteristics (i.e., color, sheens, odors, sterile, etc.) and if known, indicate whether it is associated with an activity related to the site and whether it is the situation is new or has been present for an extended period of time. If yes, Yes X No \_\_\_\_\_ Photo Log ID Number/s: \_\_\_\_\_ Figure 3-C

Bass Lake is located north of the site. No unnatural characteristics were observed in the lake.

- 5.4.2** Is there evidence that the site currently or was previously served by an on-site drinking water supply well? If yes, describe the well and its condition and provide the location/s on a site map. If the well is no longer used, indicate whether it has been properly abandoned. If no, indicate whether the site is supplied by an off-site water source.  
Yes X No \_\_\_\_\_ Photo Log ID Number/s: \_\_\_\_\_ Figure 3-K

See Section 3.4.1, above.

- 5.4.3** Is there evidence that the site currently or was previously served by a non-potable water system (example, agricultural well). If yes, describe the well and its condition and provide the location/s on a site map. If the well is no longer used, indicate whether it has been properly abandoned. Yes \_\_\_\_\_ No X Photo Log ID Number: \_\_\_\_\_

- 5.4.4** Is there evidence that the site currently has, or had in the past, an on-site wastewater treatment and disposal systems (septic systems, sewage lagoons, etc.). If yes, describe the system and indicate which structures and operations discharged to the system. Provide the location/s of the system on a site map.  
Yes X No \_\_\_\_\_ Photo Log ID Number/s: \_\_\_\_\_ Figure 3-L and 3-M

See Section 4.4.2, above.

If the on-site wastewater treatment and disposal system is no longer in use, is there evidence that it has been closed? If yes, describe method of closure.

Not Applicable X Yes \_\_\_\_\_ No \_\_\_\_\_ Photo Log ID Number/s: \_\_\_\_\_

## **5.5 Other**

- 5.5.1** Is there evidence of stressed vegetation on the site (i.e., bare ground, distressed/dead vegetation, unusually healthy vegetation, etc.) that is not associated with insufficient or too much water? If yes, provide a description and indicate the location/s on a site map and any current or past site activities or operations in the area (if known).

Yes    No X Photo Log ID Number/s: \_\_\_\_\_

- 5.5.2** Is there anything else observed that could indicate the presence of hazardous substances, petroleum products, or other potential environmental problems on the Site? If yes, provide a description and indicate the location/s on a site map.

Yes    No X Photo Log ID Number/s: \_\_\_\_\_

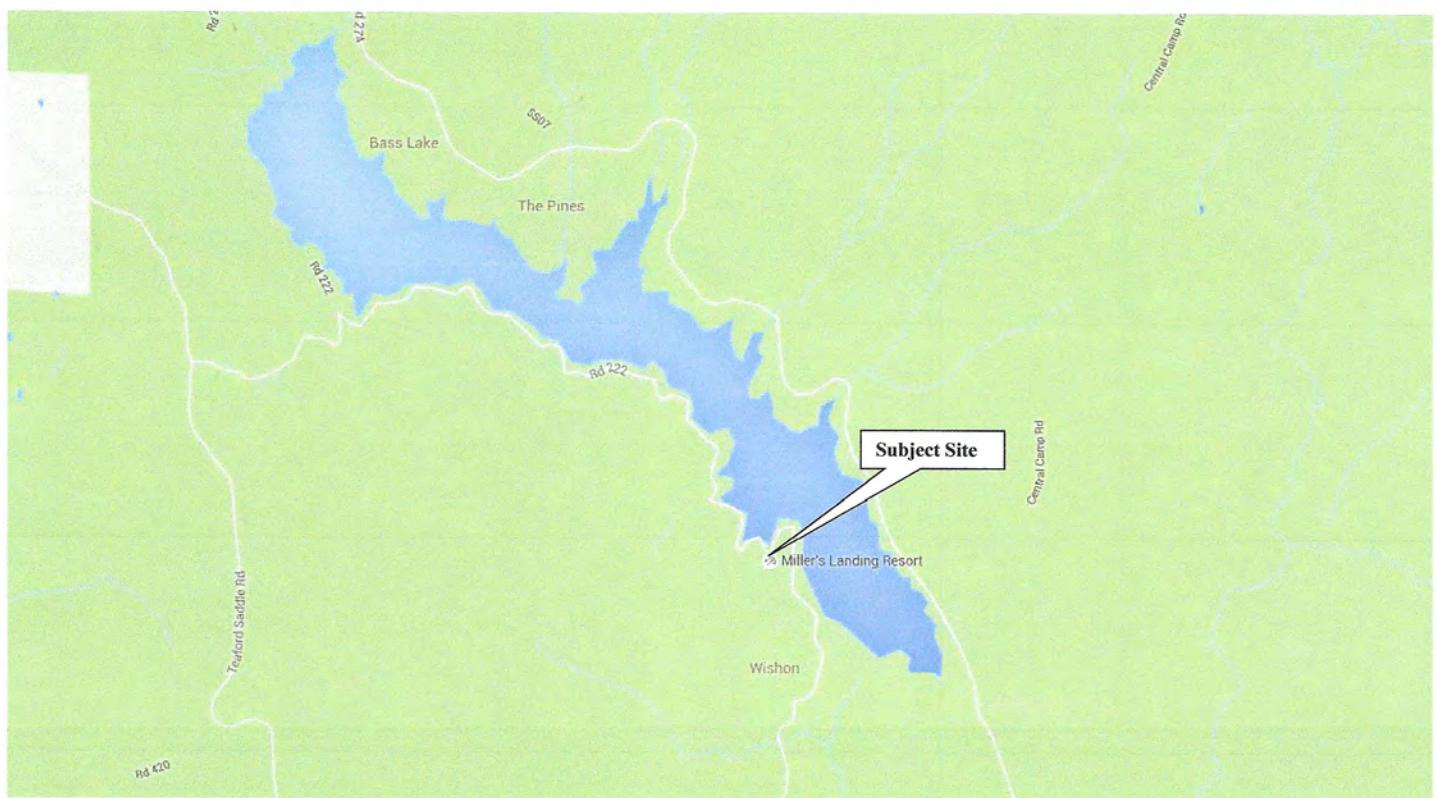
## **6.0 LIMITATIONS**

This Environmental Site Report (ESR) has been prepared for the exclusive use of Mr. Miller. Unauthorized use of or reliance on the information contained in this report, unless given express written consent by ASR, is strictly prohibited. The findings and conclusions presented in this ESR are based on field review and observations and on data obtained from the sources listed in the report. This report has been prepared in accordance with generally accepted methodologies and standards of practice for the area. No other warranty, either expressed or implied, is made as to the findings or conclusions included in this report. The findings of this report are valid as of the present. The passage of time, natural processes or human intervention on the property or adjacent properties and changes in the regulations can cause changed conditions that can invalidate the findings and conclusions presented in this report.

ASR Engineering, Inc.

## **FIGURES**

Job No. 17-16009  
April 2016  
**Figure 1**

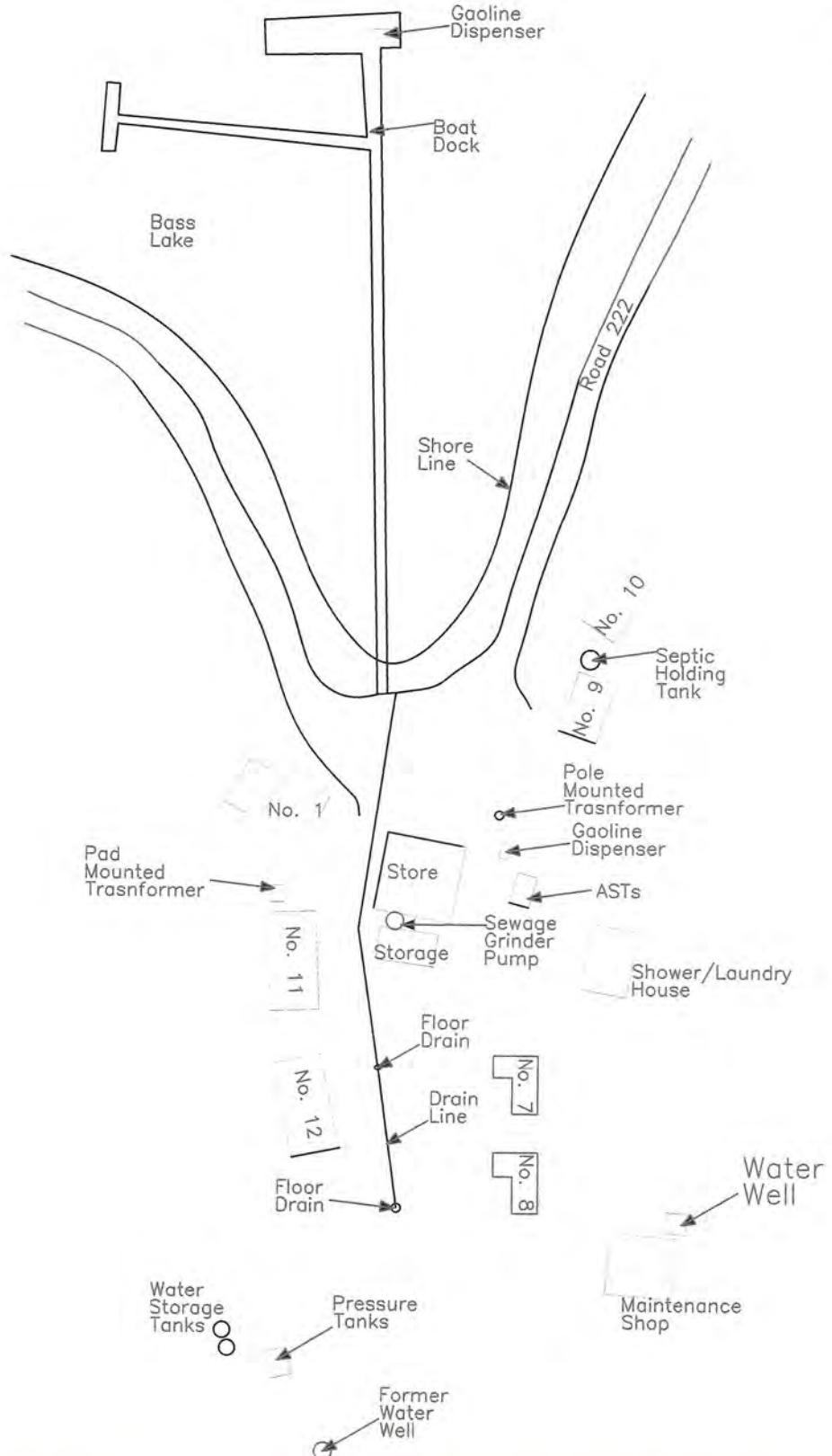


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**Vicinity Map**  
**Millers Landing Resort**  
**37976 Road 222**  
**Wishon, California**

JOB NO. 17-16009  
APRIL 2016  
FIGURE 2



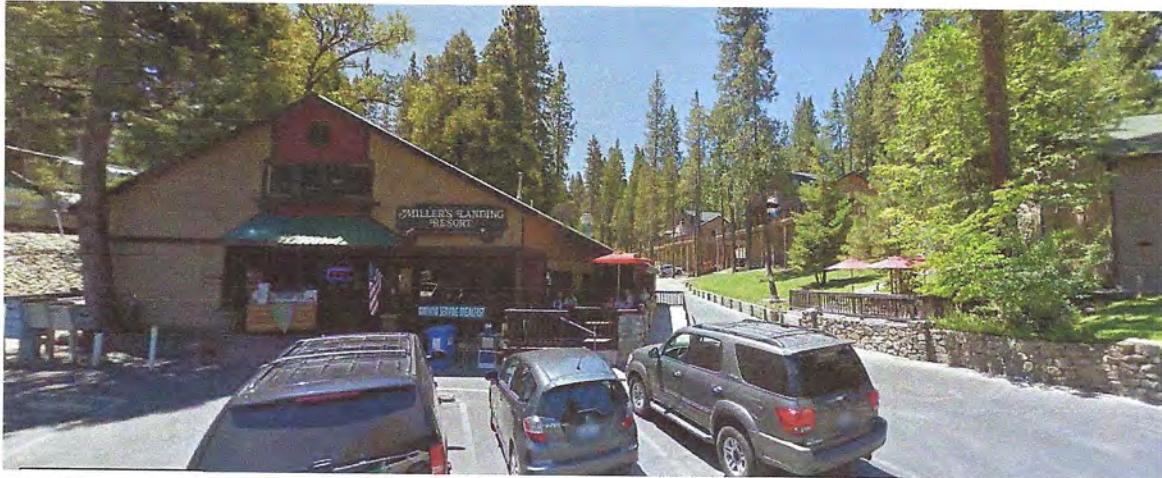
**ASR** Engineering, Inc.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION TESTING  
351 West Cromwell Avenue, Suite #106, Fresno, Ca. 93711



Scale: 1" = 125'

**SITE PLAN**  
**MILLER'S LANDING RESORT**  
**37976 ROAD 222**  
**WISHON, CALIFORNIA**



**Figure 3-A:** North of site, looking southwest.



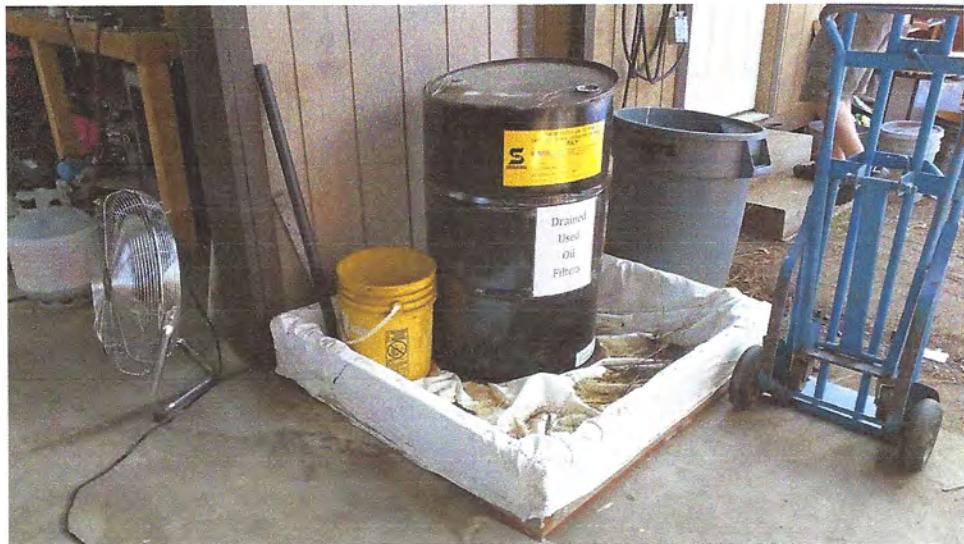
**Figure 3-B:** North of site, looking southeast.



Figure 3-C: North of site, looking north.



Figure 3-D: Dispenser and AST.



**Figure 3-E:** 55-gallon waste oil drum, located within maintenance shop.



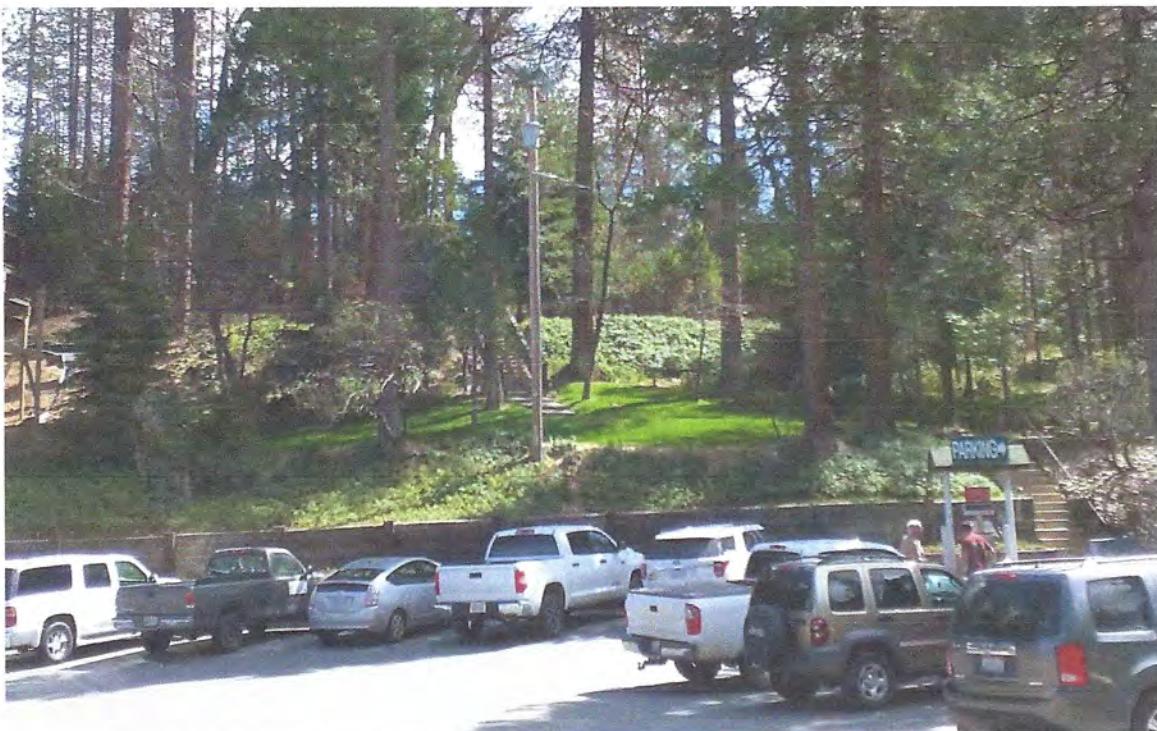
**Figure 3-F:** 55-gallon waste oil drum, located within maintenance shop.



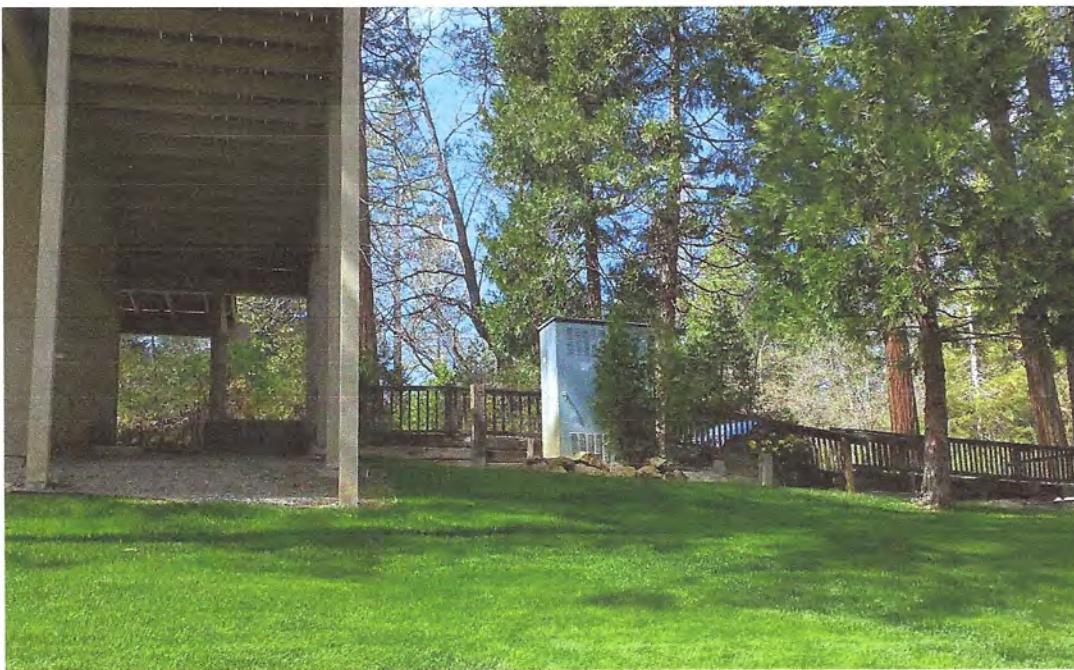
**Figure 3-G:** New oil 5-quart bottles, located within maintenance shop.



**Figure 3-H:** Dispenser located at the boat dock.



**Figure 3-I:** Pole mounted transformer, located near the eastern portion of the site.



**Figure 3-J:** Pad mounted transformer, located near the western portion of the site.

**Job No. 17-16009**  
**April 2016**  
**Figure 3**



**Figure 3-K:** Existing water well, located at the southeast portion of site.

Job No. 17-16009

April 2016

Figure 3



**Figure 3-L:** Septic holding tank, located north of cabin No. 9.



**Figure 4-M:** Sewage grinder pump, located south of the store.

**Job No. 17-16009**

**April 2016**

**Figure 3**



**Figure 4-N:** Water storage tanks, located near the southwest portion of the site.

## **APPENDIX "A"**

**Hydrocarbon Impacted Soil & Groundwater  
Contamination Report, November 15, 2002**



351 W. Cromwell Ave., Suite 106 - Fresno, CA 93711  
Phone: (559) 432-7575 FAX (559) 432-7555  
Email: asrengineering@msn.com

**HYDROCARBON IMPACTED SOIL AND GROUNDWATER  
CONTAMINATION ASSESSMENT REPORT  
MILLER'S LANDING RESORT  
37976 ROAD 222  
WISHON, CALIFORNIA**

Prepared for:  
Mr. Rick Miller  
37976 Road 222  
Wishon, California 93669

Prepared by:  
ASR Engineering, Inc.  
351 W. Cromwell Avenue, Suite 106  
Fresno, California 93711  
(559) 432-7575

Job No. 17-02030  
November 15, 2002

GEOTECHNICAL ENVIRONMENTAL  
**ASR** Engineering, Inc.

MATERIAL TESTING

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Email: asreengineering@msn.com

November 15, 2002

Job No. 17-02030

Mr. Rick Miller  
Miller's Landing Resort  
37976 Road 222  
Wishon, California 93669

**Subject:** Hydrocarbon Impacted Soil and Groundwater  
Contamination Assessment Report  
Miller's Landing Resort  
37976 Road 222  
Wishon, California 93669

Dear Mr. Miller:

At your request and authorization, ASR Engineering, Inc. (ASR) has prepared this Hydrocarbon Impacted Soil and Groundwater Contamination Assessment Report for Miller's Landing Resort, located at 37976 Road 222 in Wishon, California.

We appreciate the opportunity to assist you with this project. Should you have questions or need additional information, please contact the undersigned at (559) 432-7575.

Respectfully submitted,  
ASR Engineering, Inc.

A. Saboor Rahim, Ph.D., C.E., G.E.  
Senior Engineer

Distribution: Mr. Rick Miller (2 copies)

Ms. Ann Rolan, Merced County Environmental Health Department (1 copy)  
Mr. Jeff Hannel, Regional Water Quality Control Board (1 copy)  
Mr. Mark Owens, UST Fund (1 copy)



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Sampling Dates: 10-5-2002, 10-8-2002

TABLE 2            SUMMARY OF GROUNDWATER CHEMICAL ANALYSES DATA  
Sampling Date: October 8, 2002

## **FIGURES**

FIGURE 1            VICINITY MAP

FIGURE 2            GROUNDWATER CONTOUR LINES; OCTOBER 8, 2002

FIGURE 3            MONITORING WELL (MW-2R) CONSTRUCTION DETAIL

FIGURE 4            MONITORING WELL (MW-3R) CONSTRUCTION DETAIL

## **APPENDICES**

APPENDIX "A"        SOIL CLASSIFICATION & TEST BORING LOGS

FIGURE A-1            SOIL CLASSIFICATION DATA SHEET

FIGURE A-2            LOG OF TEST BORING MW-2R

FIGURE A-3            LOG OF TEST BORING MW-3R

APPENDIX "B"        SOIL AND GROUNDWATER CHEMICAL ANALYSES DATA  
CHAIN OF CUSTODY DOCUMENTATION

**HYDROCARBON IMPACTED SOIL AND GROUNDWATER  
CONTAMINATION ASSESSMENT REPORT  
MILLER'S LANDING RESORT  
37976 ROAD 222  
WISHON, CALIFORNIA**

---

## **1.0 INTRODUCTION**

This Hydrocarbon Impacted Soil and Groundwater Contamination Assessment Report (Report) has been prepared for Miller's Landing Resort, located at 37976 Road 222 in Wishon, California. ASR Engineering Inc. (ASR) has prepared this Report in substantial conformance with the Workplan Addendum prepared by BSK, Inc. dated October 31, 2001. The scope of the Work Plan was established during an on-site meeting with Jeffrey W. Hannel, C.E.G., of the Regional Water Quality Control Board (RWQCB). In a letter dated 14 November 2001, the RWQCB approved the Work Plan.

This Report presents the results of field exploration, soil boring, groundwater monitoring well installation, soil and groundwater sampling and chemical analyses, our conclusions and recommendations and an assessment of the impact of the hydrocarbon release on groundwater beneath the subject site.

## **2.0 SITE LOCATION AND DESCRIPTION**

Miller's Landing Resort is located at 37976 Road 222 in Wishon, California. The subject site is located along the southwestern shoreline of Bass Lake, approximately 5 miles northwest of the city of North Fork, (see Figure 1, Vicinity Map). It occupies a portion of Section 26C, Township 7 South, Range 22 East, Mount Diablo Base & Meridian. Ground surface elevation in the vicinity of the site varies from about 3369 to 3377 feet.

The subject site is a resort area that includes a grocery store, guest lodging, restaurant, boat rentals, and fuel dispensing facilities.

The subject site formerly contained five underground storage tanks (USTs, two beneath the parking lot and three east of Road 222) and two gasoline dispenser areas. Three above ground storage tanks (ASTs) and their associated piping are currently contained within the subject site.

The property is owned and operated by:

Mr. Rick Miller  
37976 Road 222  
Wishon, California 93669  
(760) 564-1315

### **3.0 PROJECT HISTORY**

Historical information presented herein are obtained from the Report of Assessment and Remediation of Gasoline Release prepared by BSK dated August 11, 2000. Accordingly, between 1981 and 1986 two USTs, located beneath the parking lot, were used to service two marine fuel dispensers at the end of the boat dock and one dispenser located at the edge of the parking lot. In 1986 the two USTs along with three additional USTs located on the other side of road 222, were abandoned in place under permit and observation of the Merced County Environmental Health Department (MCEHD).

Subsequent to the closing of the USTs, the AST fueling facility was constructed, which piped gasoline through three single walled steel pipes passing beneath the parking lot.

In September 1999, the AST lines were closed in response to a gasoline leak reported by Miller's Landing employees. Subsequent to the reporting of the leak, the case was referred to the RWQCB. The AST piping was removed from the site on November 30 and December 1, 1999.

Gasoline containing methyl tertiary-butyl ether (MTBE) was detected in soil samples collected during the AST piping removal in November and December 1999. Subsequently, three monitoring wells (MW-1 through MW-3) were installed within the area of the subject site by BSK, Inc. in January 2000. Fifteen soil samples and six grab water samples were collected at the time of well installation and development. Laboratory data obtained from the samples confirmed the presence of gasoline constituents in groundwater extending to the shore of Bass Lake.

Between April 20 and May 1, 2000, the USTs and approximately 2,000 cubic yards of hydrocarbon impacted soil were excavated from the area of the subject site. The hydrocarbon impacted soil was hauled to an aeration area near North Fork and owned by Mr. Miller.

Monitoring Wells MW-2 and MW-3 were destroyed during the April 28, 2000 excavation activities.

Subsequent to the destruction of Monitoring Wells MW-1 and MW-2, BSK, Inc. submitted a Workplan dated 31 October 2001. In the Workplan, BSK proposed to replace the two monitoring wells, and begin soil and groundwater monitoring within the subject site. Subsequent to review of the Workplan by Mr. Miller, ASR was retained to install two monitoring wells to replace the destroyed wells, and to conduct quarterly groundwater monitoring at Miller's Landing Resort.

This Hydrocarbon Impacted Soil and Groundwater Contamination Assessment Report (Report) describes the activities performed by ASR in conjunction with the installation of replacement Monitoring Wells MW-2R and MW-3R, and the results of soil and groundwater monitoring performed at the subject site.

#### **4.0 PREVIOUS SOIL SAMPLING AND CHEMICAL ANALYSES**

Following excavation of contaminated soil and the excavation and removal of USTs in April 2000, several soil samples were collected from various locations and depths from beneath the area of the subject site. The RWQCB and the MCEHD representatives were present at the time of sampling to determine the appropriate locations and depths of sample collection.

The soil samples were analyzed for Total Petroleum Hydrocarbons as Gasoline (TPH-G), hydrocarbon constituents Benzene, Toluene, Ethyl-benzene and Total Xylene (BTEX) and Methyl-t-Butyl Ether (MTBE). Several soil samples collected during the April 2000 excavation revealed the presence of hydrocarbon constituents of concern.

#### **5.0 GEOLOGIC AND HYDROGEOLOGIC CONDITIONS**

Wishon is located in the foothills region of the Sierra Nevada Mountains in eastern Madera County. The Sierra Nevada is classified as an asymmetrical fault block mountain range with a steep eastern escarpment and a long gentle western slope. The foothills region of the Sierra Nevada includes rocks ranging in age from Paleozoic to late Tertiary. The oldest rocks are a sequence of highly deformed slates, phyllites and greenstones of the western metamorphic belt. The western metamorphic belt flanks intrusive igneous rocks of the Sierra Nevada batholith, which form the backbone of the Sierra Nevada Mountains.

In the southern portion of the range, including eastern Madera County, granitic rocks of the Sierra Nevada batholith are the most widely exposed rock types.

Groundwater in the foothills region is derived predominantly from fractures in the basement rock and from the loose, weathered rock material overlying the basement rock. The amount of water available to public and private wells is dependent on the depth, width, and spacing of the fractures. Generally, the degree of fracturing in the bedrock decreases with increasing depth resulting in very limited storage capacity for aquifers in this terrain.

Recharge to the local aquifers occurs mainly from infiltration by rainfall with a smaller amount of water being supplied by loosing streams in the area. Due to the reduced storage capacity of aquifers in granitic and metamorphic terrains, much of the water available for recharge is lost to runoff.

Within the project site, subsurface soils, to depths of up to several feet, predominantly comprise highly gravelly clayey sand, clayey silts and fill silty sand, underlain by layers of decomposed granite, to a depth of about ten feet.

Water level measurements made during well development, performed on October 5, 2002, indicate groundwater depths in the range of about 6.3 feet to 9.6 feet in the area of MW-2R and MW-3R. Groundwater depth measurements made during the October 8, 2002 sampling event, following development of the wells, were measured to be between 6.4 and about 10.1 feet.

## **6.0 WORKPLAN IMPLEMENTATION**

Implementation of the Workplan for the subject site was performed under the observation of Dr. A. Saboor Rahim, California Registered Civil Engineer (No. 41386), California Registered Geotechnical Engineer (No. 2073) and California Registered Environmental Assessor (No. 116) in consultation with Jeff Hannel of the RWQCB.

### **6.1 Drilling and Soil Sampling**

#### **6.1.1 Sample Location and Depth**

Two test borings, converted to Monitoring Wells MW-2R and MW-3R, were drilled at the subject site at the approximate location shown on Figure 2, Groundwater Contour Lines; October 8, 2002. Monitoring Wells MW-2R and MW-3R were installed on October 5, 2002. Drilling was performed with a Mobile B-61 drill rig, using 8-inch diameter hollow stem augers.

At the time of drilling, soil samples were subjectively evaluated for the presence of petroleum hydrocarbons. Subjective analyses included observation of color changes, odor, and monitoring with an organic vapor meter (OVM). Each of the test borings for installation of groundwater monitoring wells extended to a depth of 20 feet below surface grade (bsg), approximately 7 to 8 feet below the encountered groundwater.

The OVM readings are presented on the Logs of Test Borings on Figures A-2 and A-3 in Appendix "A". As shown on Figure A-2, volatile hydrocarbons were not detected in the soil samples collected from the location of Monitoring Well MW-2R. Low levels of volatile hydrocarbons were detected by means of an OVM in the soil sample collected from a depth of 15 feet from the location of Monitoring Well MW-3R. No significant hydrocarbon odor was, however, detected in this soil sample.

#### **6.1.2 Soil Sampling Apparatus**

Soil Samples were collected with a California split-spoon sampler, lined with brass or stainless steel tubes and driven through the center of the hollow-stem auger. Relatively undisturbed samples were logged at the time of sampling.

#### **6.1.3 Sample Labeling**

Each soil sample retained was labeled. Labels included, at a minimum, the following information:

- Sample Number
- Project Number
- Sampling Date
- Sampling Time
- Name of Sampling Personnel

Sample labels were completed with waterproof ink.

## **6.2 Field Logs/Documentation**

During drilling, site and equipment conditions, variances from the specified sampling procedures, field observations, instrumentation readings, and measurements were documented by the sampling personnel. Soils encountered during drilling were visually classified according to the ASTM Test Designation D 2488. A soil classification chart and key to sampling is presented on the Unified Soil Classification Chart, Figure A-1 in Appendix "A". Test boring logs are shown on Figures A-2 and A-3 in Appendix "A".

## **6.3 Equipment Decontamination**

Each test boring was drilled with steam-cleaned augers. Between soil-sampling attempts, soil samplers were disassembled and washed in a solution of laboratory-grade detergent, rinsed with clean water, and reassembled with clean sample liners to minimize the potential of spreading possible contaminants among samples.

## **6.4 Soil Cuttings and Wastewater Disposal**

Auger cuttings were placed in 55-gallon drums and stored behind the existing building. Wastewater, generated during the assessment, was placed in 55-gallon drums and the drums were stored behind the existing building at the custody of the site owner.

# **7.0 ASSESSMENT OF THE PRESENCE AND EXTENT OF HYDROCARBONS IN GROUNDWATER**

In order to assess the presence and extent of hydrocarbons in groundwater, two groundwater Monitoring Wells MW-2R and MW-3R were installed at the approximate locations shown on Figure 2, Groundwater Contour Lines; October 8, 2002. The procedures for installation of the monitoring wells are presented herein. Monitoring well construction details for Monitoring Wells MW-2R and MW-3R are respectively presented on Figures 3 and 4.

## **7.1 Monitoring Well Locations and Depths**

The two monitoring wells were installed at the approximate location shown on Figure 2. To provide for fluctuation in groundwater depth, test borings for installation of the monitoring wells were drilled about 7 to 8 feet below the encountered groundwater.

## **7.2 Monitoring Well Materials and Specifications**

Monitoring wells were constructed with Schedule 40, two-inch (inside diameter), polyvinyl chloride (PVC) casing. Flush-joint well casing were utilized, and no chemical cements or solvents were used in the construction of the wells. The top of each well casing was covered with a locking watertight plug, and a threaded PVC plug was installed at the bottom of each well. The screened interval of each well consisted of Schedule 40, machine-slotted PVC well screen, with 0.020-inch slots. Due to the potential for groundwater fluctuation, 15 feet of well screen were provided in the wells. The well screen extended from 2 to 3 feet above the observed

groundwater level to the maximum depth of each well. The annular space of each well was packed with appropriately sized sand (#3) to approximately one to two feet above the perforations. A two-foot thick bentonite seal was placed above the sand and hydrated to prevent cement from entering the filter media. The remaining annulus was backfilled with cement grout to the existing grade. Well casing, sand, and bentonite were placed through the center of the hollow-stem auger.

A water and dust-resistant steel utility box was placed over the well casing. The box was set in place with concrete approximately 2 inches above the surrounding grade. Each well was provided with a concrete apron, approximately 2 feet in radius. The top of each well casing was surveyed relative to a temporary benchmark (TBM). The highest point, at the top of the Monitoring Well MW-1 casing was considered as the TBM with an elevation of 100 feet.

### **7.3 Monitoring Well Development**

Monitoring wells were developed on October 5, 2002. Prior to development, water level was measured in each well. Water from each well was subjectively analyzed for floating product, product sheen, odor, color and clarity by lowering a clear Teflon bailer partially through the groundwater interface. Subsequent to subjective analyses of water from these monitoring wells, each well was developed with, both, an airlift pump (to remove sediments) and a submersible pump and/or bailer.

### **7.4 Groundwater Monitoring**

Subsequent to construction and development, groundwater level was measured and the groundwater monitoring wells were purged and sampled. Groundwater levels in all of the monitoring wells were measured on October 8, 2002.

#### **7.4.1 Groundwater Elevation Measurements**

The groundwater level in each well was measured using a water depth-sounding device. The depth-to-water measurement was referenced to a previously surveyed reference point on the wellhead. Depth and elevation measurements are reported in the sampling-log book to the nearest 0.01-foot. Instrumentation introduced to the well for the purpose of measuring water levels or depths of wells was decontaminated prior to, and subsequent to, introduction to each well. Table 1 presents the well depth, elevation of the top of well in reference to a temporary bench mark, depth to groundwater and groundwater elevation.

From the data in Table 1, in reference to the temporary benchmark, groundwater elevation in the monitoring wells varied from 81.26 to 91.7 feet. From the data in Table 1, groundwater flow direction and gradient were determined (see Figure 2, Groundwater Contour Lines; October 8, 2002). As shown on Figure 2, on October 8, 2002, approximate groundwater flow direction was to the north with a gradient of approximately 0.07 ft/ft.

#### **7.4.2 Purging of Monitoring Wells and Groundwater Sampling**

The wells were purged prior to sampling to remove water from the well casing and formation surrounding the well screen. Equipment used for purging was thoroughly decontaminated between wells. Well purging was performed by means of a bailer. The monitoring wells were purged and sampled on October 8, 2002. Monitoring of water turbidity and measurements of water temperature, pH, Total Dissolved Solids (TDS), and conductivity were made as the well purging progressed. Well purging continued until measurements of these parameters fairly stabilized. As a result, in excess of four well volumes were purged from each well. At the completion of well purging, a clean bailer was used for collecting a water sample from each well for chemical analyses.

#### **7.5 Groundwater Chemical Analyses**

Groundwater samples collected from the monitoring wells were submitted to Castle Analytical Laboratory for analyses of TPH-G, BTEX, and EPA 8260 oxygenates. Chemical analyses data and Chain-of-Custody documentation are presented in Appendix "B". A summary of the TPH-G, BTEX, and MTBE analyses data is presented in Table 2.

The data in Table 2 indicate that among the constituents of concern, MTBE was detected at a concentration of 28 µg/L in the water sample collected from Monitoring Well MW-3R.

#### **8.0 DISPOSAL OF WASTEWATER AND DRILL CUTTINGS**

Auger cuttings were placed in 55-gallon drums and stored behind the existing store. Wastewater, generated during assessment, was placed in 55-gallon drums and the drums were stored on-site behind the existing store at the custody of the site owner.

It is planned to haul the drums to the treatment area. The contents of the drums would be spread within the treatment area for aeration.

#### **9.0 SUMMARY**

Based on the information presented in the previous sections, the following presentations are made:

1. Two replacement groundwater monitoring wells (MW-2R and MW-3R) were installed near the locations of former Monitoring Wells MW-2 and MW-3.
2. Chemical analyses performed on the groundwater samples collected from Monitoring Wells MW-1 and MW-2R detected no hydrocarbon constituents of concern. Results of chemical analyses performed on a groundwater sample collected from MW-3R detected MTBE, at a concentration of 28 µg/L .

## **10.0 CONCLUSIONS**

Based on the information presented in this Report, the following conclusions are made:

1. The soil remediation previously performed has resulted in substantial removal of hydrocarbon impacted soil from the locations of Monitoring Wells MW-2R and MW-3R.
2. The lateral extent of hydrocarbons in groundwater at the location of Monitoring Wells MW-1 and MW-2R has been adequately defined. However, in the direction of Monitoring Well MW-3R, the extent of MTBE in groundwater has not been adequately defined.

## **11.0 RECOMMENDATIONS**

Based on the information presented in this Report, the following recommendations are made:

1. Continue quarterly sampling and chemical analyses of groundwater in the monitoring wells (MW-1, MW-2R and MW-3R) to assess the impact of seasonal variation of groundwater level on water quality beneath the site.
2. At the completion of the last quarterly sampling event, decide on recommending closure of the site or continue with the quarterly monitoring, and if needed, recommend installing an additional groundwater monitoring well.

## **12.0 LIMITATIONS**

This Report has been prepared for the exclusive use of Mr. Rick Miller for the specific project described herein. The Report has been prepared in accordance with generally accepted environmental engineering practices in California. No other warranties, expressed or implied, are made as to the professional advice provided under the terms of our agreement and included this Report.

The information submitted in this Report is based upon the data obtained from limited sampling locations. The Report does not reflect variations, which may occur away from the sampling locations.

ASR Engineering, Inc

**TABLE 1**  
**WELL DEPTH AND WATER LEVEL MEASUREMENT DATA**  
**Sampling Dates: 10-5-2002, 10-8-2002**

Well No.	Date	Well Depth, Ft.	Reference Point Elevation, Ft.	Depth to Groundwater, Ft.	Groundwater Elevation, Ft.
<b>MW-1</b>	10-5-2002	NS	100.0	NS	NS
	10-8-2002	13.8	100.00	8.30	91.7
<b>MW-2R</b>	10-5-2002	17.7	92.36	6.3	86.06
	10-8-2002	19.5	92.36	10.10	82.26
<b>MW-3R</b>	10-5-2002	19.0	94.63	9.6	85.03
	10-8-2002	16.6	94.63	6.4	88.23

*NS = Not Sampled on This Date*

**TABLE 2**  
**SUMMARY OF GROUNDWATER CHEMICAL ANALYSES DATA**  
**Sampling Date: October 8, 2002**

Sample Designation	B	E	T	X	TPH-G	MTBE
<b>MW-1</b>	ND	ND	ND	ND	ND	ND
<b>MW-2R</b>	ND	ND	ND	ND	ND	ND
<b>MW-3R</b>	ND	ND	ND	ND	ND	28

*Results in mg/Kg or parts per million (ppm)*  
*\* = Result using EPA method 8260*  
*B = Benzene*  
*T = Toluene*  
*E = Ethylbenzene*  
*X = Total Xylene*  
*MTBE = Methyl-t-Butyl Ether*  
*TPH-G = Total Petroleum Hydrocarbons as Gasoline*  
*ND = None Detected*

**Regional Water Quality Control Board Closure  
Letter, September 15, 2003**



# California Regional Water Quality Control Board

## Central Valley Region

Robert Schneider, Chair

Winston H. Hickox  
Secretary for  
Environmental  
Protection

Fresno Branch Office  
Internet Address: <http://www.swrcb.ca.gov/~rwqcb5>  
1685 E Street, Fresno, California 93706-2020  
Phone (559) 445-5116 • FAX (559) 445-5910



Gray Davis  
Governor

15 September 2003

Mr. Rick Miller  
Miller's Landing Resort  
37976 Road 222  
Wishon, California 93669

### **CASE CLOSURE -- UNDERGROUND TANK LEAK, RB CASE NO. 5T20000206, MILLERS LANDING, 37976 ROAD 222, BASS LAKE, MADERA COUNTY**

Dear Mr. Miller:

This letter confirms the completion of a site investigation and remedial action for the underground storage tanks formerly at the above described location. Thank you for your cooperation throughout this investigation. Your willingness and promptness in responding to our inquiries concerning the former underground tanks are greatly appreciated.

Based on the information in the above-referenced file and with the provision that the information provided to this agency was accurate and representative of site conditions, this agency finds that the site investigation and corrective action carried out at your underground storage tank site is in compliance with the requirements of subdivisions (a) and (b) of Section 25299.37 of the Health and Safety Code and with corrective action regulations adopted pursuant to Section 25299.77 of the Health and Safety Code and that no further action related to the petroleum release at the site is required. A summary of the information in the above-referenced file is included in the *Case Closure Summary*, a copy of which is enclosed.

We do not require that monitoring wells used for this site investigation be maintained for future use. Unless you demonstrate an intention to use these wells again, and the wells are properly maintained, the wells must be abandoned. Prior to abandoning the wells, you must contact the Madera County Environmental Health Department concerning their requirements for the abandonment of monitoring wells. The well abandonments must be in accordance with Madera County Environmental Health Department requirements.

This notice is issued pursuant to subdivision (h) of Section 25299.37 of the Health and Safety Code.

*California Environmental Protection Agency*



The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at <http://www.swrcb.ca.gov/rwqcb5>



# California Regional Water Quality Control Board

## Central Valley Region

Winston H. Hickox  
Secretary for  
Environmental  
Protection

Robert Schneider, Chair



Gray Davis  
Governor

Fresno Branch Office  
Internet Address: <http://www.swrcb.ca.gov/~rwqcb5>  
1685 E Street, Fresno, California 93706-2020  
Phone (559) 445-5116 • FAX (559) 445-5910

TO: John M. Noonan  
Senior WRC Engineer

FROM: JEFFREY W. HANNEL  
Engineering Geologist

DATE: 15 September 2003

SIGNATURE:

**SUBJECT: CASE CLOSURE SUMMARY, UNDERGROUND TANK LEAK, RB CASE NO. 5T20000206, MILLERS LANDING, 37976 ROAD 222, BASS LAKE, MADERA COUNTY**

### Background

The subject site has dispensed fuel since at least the 1950s. Two gasoline underground storage tanks (USTs) were abandoned in place in December of 1986 by filling them with a cement slurry. Three other unused USTs, which were on the other side of Road 222, were also abandoned in this manner. No soil samples were obtained. However, Madera County Environmental Health personnel observed the abandonment. Mr. Miller replaced the USTs with above ground storage tanks (AGSTs). Underground piping connected the AGSTs to dispensers on a boating dock.

On 3 June 2000, Millers Landing personnel observed gasoline "bubbling up" through the asphalt of Road 222, about 20 feet from Bass Lake. The system was taken out of service and the product lines pressure tested. One of the lines failed the pressure test and was permanently taken out of service while service resumed in the other two lines. The AGST lines were removed in November and December 1999. Gasoline containing methyl tertiary butyl ether (MTBE) was identified in soil. The gasoline appeared to be primarily above a depth of five feet, at that time the maximum depth to groundwater since the leak had been identified. Based on field observations and analytical testing, it was estimated that 500 cubic yards of soil had been impacted by gasoline.

A subsurface investigation was performed at the site during January 2000. The investigation included the drilling and sampling of three groundwater monitoring wells, the drilling of 15 soil borings and collection of bailed water samples from temporary well screens in six of those borings. Soil samples collected from the borings and monitoring wells contained total petroleum hydrocarbons as referenced to gasoline (TPHg) as high as 1,300 milligrams per kilogram (mg/kg) and MTBE as high as 53 mg/kg. TPHg was as high as 170,000 micrograms per liter ( $\mu\text{g/l}$ ); MTBE was as high as 130,000  $\mu\text{g/l}$ , and tertiary butyl alcohol (TBA) as high as 130,000  $\mu\text{g/l}$  in the bailed groundwater samples. The monitoring wells were sampled during January 2000 and April 2000. TPHg was detected as high as 57,000  $\mu\text{g/l}$  and MTBE was detected as high as 57,000  $\mu\text{g/l}$ . TBA was not detected in the monitoring wells. A sample

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obtained from a rivulet of water draining from the product line removal trench to Bass Lake contained TPHg at 9,700 µg/l, MTBE at 9,100 µg/l and TBA at 15,000 µg/l.

Excavation of the petroleum hydrocarbon impacted soil occurred during April 2000. During excavation activities, two of the five previously abandoned USTs and a third, previously unknown, UST were uncovered and removed. There was evidence (odors and soil discoloration) of gasoline above and below these USTs. As the excavation proceeded, it became obvious that the majority of the gasoline released at the site was from the USTs. The excavation was extended to a depth of 14 feet. Water as measured in the monitoring wells was at a depth of about 5 feet. Water seeped slowly into the excavation through joints in the decomposed granite in the excavation walls. A rain event during the excavation activities also added to the water in the excavation. Some of this water was pumped out, hauled to the soil aeration area, and spread on the stockpiled soil. BSK estimated the in-situ volume of soil excavated as 2,000 cubic yards. The highest concentrations of TPHg, MTBE and TBA remaining in the sidewalls and bottom of the excavation were 24 mg/kg, 9.5 mg/kg and 0.97 mg/kg, respectively. The highest remaining TPHg concentrations were in sample S-8, which was obtained from a depth of 8 feet from the west wall of the excavation about in the center of Road 222. The MTBE and TBA were detected in sample S-15, which was collected from a depth of 7 feet near the northwest corner of the excavation within a few feet of MW-2. The excavation was backfilled with clean imported soil. A compost material with a high petroleum degrading bacteria population was mixed with some of the imported soil during backfill activities. The purpose of this was to enhance biodegradation of water that comes in contact with the compost. Monitoring wells MW-2 and MW-3 were destroyed during excavation and backfill activities.

Soil samples were obtained about 13 feet down slope from the three remaining abandoned in-place USTs. These sample locations are between the USTs and Bass Lake. No petroleum hydrocarbons were detected and these USTs were left in-place.

Monitoring wells MW-2 and MW-3 were replaced during September 2002. The new wells are between the excavation and the Lake. The wells (including MW-1) have been sampled on four occasions. No benzene or TPHg have been detected in any of the wells. The highest MTBE concentrations for MW-1, MW-2 and MW-3 have been 11 µg/L, 0.59 µg/L, and 35 µg/L, respectively. During the most recent sampling event performed in April 2003, MTBE was 11 µg/L, ND, and 2.8 µg/L, respectively, in those wells.

The excavated soil was hauled to property owned by Rick Miller, owner of Millers Landing, near North Fork, about five miles south of the site. After receiving proper permits from the San Joaquin Valley Unified Air Pollution Control District, and authorization from the Board and the Madera County Environmental Health Department (MCEHD), the soil was spread for aeration during late May and early June 2000. The soil was periodically turned to promote aeration. Confirmation soil samples obtained of the aerated soil indicate that aeration of the soil was largely complete during August 2000, with only trace concentrations of toluene (0.017 mg/kg), xylenes (up to 0.027 mg/kg) and MTBE (up to 0.14 mg/kg) detected. Low concentrations of TPHg (3.3 mg/kg), benzene (0.036 mg/kg), toluene (0.61 mg/kg), ethylbenzene (0.018 mg/kg), xylenes (0.065 mg/kg) and MTBE (up to 0.25 mg/kg) were detected in native soil. One of the native soil samples had a reported MTBE concentration of 1.2 mg/kg. The native soil in this area has been ripped to promote aeration of the native soil. Two test pits were excavated in native soil during November 2002 and soil samples obtained at depths of 2 and 5 feet. No petroleum hydrocarbons were detected in any of the soil samples. Two groundwater monitoring wells

**Spill Prevention, Control, and Countermeasure  
(SPCC) Plan 2015**

## Tier I Qualified Facility SPCC Plan

This template constitutes the SPCC Plan for the facility, when completed and signed by the owner or operator of a facility that meets the applicability criteria in §112.3(g)(1). This template addresses the requirements of 40 CFR part 112. Maintain a complete copy of the Plan at the facility if the facility is normally attended at least four hours per day, or for a facility attended fewer than four hours per day, at the nearest field office. When making operational changes at a facility that are necessary to comply with the rule requirements, the owner/operator should follow state and local requirements (such as for permitting, design and construction) and obtain professional assistance, as appropriate.

### Facility Description

Facility Name MILLERS LANDING RESORT  
 Facility Address 37976 RD 222  
 City WILSHON State CA ZIP 93643  
 County MADERA Tel. Number (559)642-3633  
 Owner or Operator Name KEVIN MILLER  
 Owner or Operator Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 County \_\_\_\_\_ Tel. Number ( ) -

### I. Self-Certification Statement (§112.6(a)(1))

The owner or operator of a facility certifies that each of the following is true in order to utilize this template to comply with the SPCC requirements:

- I, KEVIN MILLER, certify that the following is accurate:
1. I am familiar with the applicable requirements of 40 CFR part 112;
  2. I have visited and examined the facility;
  3. This Plan was prepared in accordance with accepted and sound industry practices and standards;
  4. Procedures for required inspections and testing have been established in accordance with industry inspection and testing standards or recommended practices;
  5. I will fully implement the Plan;
  6. This facility meets the following qualification criteria (under §112.3(g)(1)):
    - a. The aggregate aboveground oil storage capacity of the facility is 10,000 U.S. gallons or less; and
    - b. The facility has had no single discharge as described in §112.1(b) exceeding 1,000 U.S. gallons and no two discharges as described in §112.1(b) each exceeding 42 U.S. gallons within any twelve month period in the three years prior to the SPCC Plan self-certification date, or since becoming subject to 40 CFR part 112 if the facility has been in operation for less than three years (not including oil discharges as described in §112.1(b) that are the result of natural disasters, acts of war, or terrorism); and
    - c. There is no individual oil storage container at the facility with an aboveground capacity greater than 5,000 U.S. gallons.
  7. This Plan does not deviate from any requirement of 40 CFR part 112 as allowed by §112.7(a)(2) (environmental equivalence) and §112.7(d) (impracticability of secondary containment) or include any measures pursuant to §112.9(c)(6) for produced water containers and any associated piping;
  8. This Plan and individual(s) responsible for implementing this Plan have the full approval of management and I have committed the necessary resources to fully implement this Plan.

I also understand my other obligations relating to the storage of oil at this facility, including, among others:

1. To report any oil discharge to navigable waters or adjoining shorelines to the appropriate authorities. Notification information is included in this Plan.
2. To review and amend this Plan whenever there is a material change at the facility that affects the potential for an oil discharge, and at least once every five years. Reviews and amendments are recorded in an attached log [See Five Year Review Log and Technical Amendment Log in Attachments 1.1 and 1.2.]
3. Optional use of a contingency plan. A contingency plan:
  - a. May be used in lieu of secondary containment for qualified oil-filled operational equipment, in accordance with the requirements under §112.7(k), and;
  - b. Must be prepared for flowlines and/or intra-facility gathering lines which do not have secondary containment at an oil production facility, and;
  - c. Must include an established and documented inspection or monitoring program; must follow the provisions of 40 CFR part 109; and must include a written commitment of manpower, equipment and materials to expeditiously remove any quantity of oil discharged that may be harmful. If applicable, a copy of the contingency plan and any additional documentation will be attached to this Plan as Attachment 2.

I certify that I have satisfied the requirement to prepare and implement a Plan under §112.3 and all of the requirements under §112.6(a). I certify that the information contained in this Plan is true.

Signature L.M.M. Title: Owner  
 Name Kevin Miller Date: 6/6/2015

## II. Record of Plan Review and Amendments

### Five Year Review (§112.5(b)):

Complete a review and evaluation of this SPCC Plan at least once every five years. As a result of the review, amend this Plan within six months to include more effective prevention and control measures for the facility, if applicable. Implement any SPCC Plan amendment as soon as possible, but no later than six months following Plan amendment. Document completion of the review and evaluation, and complete the Five Year Review Log in Attachment 1.1. If the facility no longer meets Tier I qualified facility eligibility, the owner or operator must revise the Plan to meet Tier II qualified facility requirements, or complete a full PE certified Plan.

**Table G-1 Technical Amendments (§§112.5(a), (c) and 112.6(a)(2))**

This SPCC Plan will be amended when there is a change in the facility design, construction, operation, or maintenance that materially affects the potential for a discharge to navigable waters or adjoining shorelines. Examples include adding or removing containers, reconstruction, replacement, or installation of piping systems, changes to secondary containment systems, changes in product stored at this facility, or revisions to standard operating procedures.	<input type="checkbox"/>
Any technical amendments to this Plan will be re-certified in accordance with Section I of this Plan template. [§112.6(a)(2)] [See Technical Amendment Log in Attachment 1.2]	<input type="checkbox"/>

### **III. Plan Requirements**

#### **1. Oil Storage Containers (§112.7(a)(3)(i)):**

**Table G-2 Oil Storage Containers and Capacities**

This table includes a complete list of all oil storage containers (aboveground containers<sup>a</sup> and completely buried tanks<sup>b</sup>) with capacity of 55 U.S. gallons or more, unless otherwise exempt from the rule. For mobile/portable containers, an estimated number of containers, types of oil, and anticipated capacities are provided.

Total Aboveground Storage Capacity	8,055	gallons
Total Completely Buried Storage Capacity		gallons
Facility Total Oil Storage Capacity	8,055	gallons

<sup>a</sup> Aboveground storage containers that must be included when calculating total facility oil storage capacity include: tanks and mobile or portable containers; oil-filled operational equipment (e.g. transformers); other oil-filled equipment, such as flow-through process equipment. Exempt containers that are not included in the capacity calculation include: any container with a storage capacity of less than 55 gallons of oil; containers used exclusively for wastewater treatment; permanently closed containers; motive power containers; hot-mix asphalt containers; heating oil containers used solely at a single-family residence; and pesticide application equipment or related mix containers.

<sup>b</sup> Although the criteria to determine eligibility for qualified facilities focuses on the aboveground oil storage containers at the facility, the completely buried tanks at a qualified facility are still subject to the rule requirements and must be addressed in the template; however, they are not counted toward the qualified facility applicability threshold.

<sup>c</sup> Counts toward qualified facility applicability threshold

## **2. Secondary Containment and Oil Spill Control (SS112.6(a)(3)(i) and (ii), 112.7(a) and 112.21, VSP)**

**Table G-3 Secondary Containment and Oil Spill Control**

Appropriate secondary containment and/or diversionary structures or equipment<sup>a</sup> is provided for all oil handling containers, equipment, and transfer areas to prevent a discharge to navigable waters or adjoining shorelines. The entire secondary containment system, including walls and floor, is capable of containing oil and is constructed so that any discharge from a primary containment system, such as a tank or pipe, will not escape the containment system before cleanup occurs.

<sup>3</sup> Use one of the following methods of secondary containment or its equivalent: (1) Dikes, berms, or retaining walls sufficiently impervious to contain oil; (2) Curbing; (3) Culverting, gutters, or other drainage systems; (4) Weirs, booms, or other barriers; (5) Spill diversion ponds; (6) Retention ponds; or (7) Sorbent materials.

Table G-4 below identifies the tanks and containers at the facility with the potential for an oil discharge; the mode of failure; the flow direction and potential quantity of the discharge; and the secondary containment method and containment capacity that is provided.

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**Table G-4 Containers with Potential for an Oil Discharge**

Area	Type of failure (discharge scenario)	Potential discharge volume (gallons)	Direction of flow for uncontaminated discharge	Secondary containment method <sup>a</sup>	Secondary containment capacity (gallons)
<i>Bulk Storage Containers and Mobile/Portable Containers<sup>b</sup></i>					
(2) 2,000 GAL TANKS	BAD FITTING	0-5	N	CEMENT TANK	
(1) 4,000 GAL TANK	BAD FITTING	0-5	N	CEMENT TANK	
(1) 55 GAL DRUM	KNOCKED OVER, LID FAILURE	0-55	N	WOOD TANK w/PLASTIC LINER	64
<i>Oil-filled Operational Equipment (e.g., hydraulic equipment, transformers)<sup>c</sup></i>					
<i>Piping, Valves, etc.</i>					
GAS PIPE w/ FITTINGS TO PUMPS	BAD FITTING; RUPTURED PIPE	0-30	N	SECONDARY WALL IN PIPE	RATED TO CONTAIN VOLUME OF PRIMARY PIPE
<i>Product Transfer Areas (location where oil is loaded to or from a container, pipe or other piece of equipment.)</i>					
<i>Other Oil-Handling Areas or Oil-Filled Equipment (e.g. flow-through process vessels at an oil production facility)</i>					

<sup>a</sup> Use one of the following methods of secondary containment or its equivalent: (1) Dikes, berms, or retaining walls sufficiently impervious to contain oil; (2) Curbing; (3) Culverting, gutters, or other drainage systems; (4) Weirs, booms, or other barriers; (5) Spill diversion ponds; (6) Retention ponds; or (7) Sorbent materials.

<sup>b</sup> For storage tanks and bulk storage containers, the secondary containment capacity must be at least the capacity of the largest container plus additional capacity to contain rainfall or other precipitation.

<sup>c</sup> For oil-filled operational equipment: Document in the table above if alternative measures to secondary containment (as described in §112.7(k)) are implemented at the facility.

Facility Name: \_\_\_\_\_

**3. Inspections, Testing, Recordkeeping and Personnel Training (§§112.7(e) and (f), 112.8(c)(6) and (d)(4), 112.9(c)(3), 112.12(c)(6) and (d)(4)):**

**Table G-5 Inspections, Testing, Recordkeeping and Personnel Training**

An inspection and/or testing program is implemented for all aboveground bulk storage containers and piping at this facility. [§§112.8(c)(6) and (d)(4), 112.9(c)(3), 112.12(c)(6) and (d)(4)]	<input type="checkbox"/>
The following is a description of the inspection and/or testing program (e.g. reference to industry standard utilized, scope, frequency, method of inspection or test, and person conducting the inspection) for all aboveground bulk storage containers and piping at this facility:	

INSPECTION WAS CONDUCTED ON MAY 6, 2015. ALL EMPLOYEE'S INVOLVED WITH HANDLING OF OIL HAVE RECEIVED OIL HANDLING TRAINING AND SIGNED THE TRAINING LOG. TRAINING ON OIL HANDLING PROCEDURES WILL BE CONDUCTED ONCE A YEAR. IN THE EVENT OF AN OIL SPILL OR LEAK THE FIRST ACTION TAKEN IS TO CLOSE ANY EMERGENCY SHUTOFF SWITCH TO CONTAIN LEAK. KEVIN MILLER WILL BE IMMEDIATELY NOTIFIED. KEVIN WILL REPORT TO ENVIRONMENTAL HEALTH DEPT. SPILL KITS WILL BE UTILIZED TO HELP CONTAIN SPILLS. IN THE CASE OF A LARGE SPILL, BEYOND THE SCOPE OF EMPLOYEE TRAINING, EMERGENCY EVACUATIONS WILL BE EXECUTED. INSPECTIONS WILL BE CONDUCTED ONCE A MONTH BY KEN QUIGLEY AND RECORDED IN LOG BOOK.

Inspections, tests, and records are conducted in accordance with written procedures developed for the facility. Records of inspections and tests kept under usual and customary business practices will suffice for purposes of this paragraph. [§112.7(e)]	<input checked="" type="checkbox"/>
A record of the inspections and tests are kept at the facility or with the SPCC Plan for a period of three years. [§112.7(e)] [See Inspection Log and Schedule in Attachment 3.1]	<input checked="" type="checkbox"/>
Inspections and tests are signed by the appropriate supervisor or inspector. [§112.7(e)]	<input checked="" type="checkbox"/>
<b>Personnel, training, and discharge prevention procedures [§112.7(f)]</b> Oil-handling personnel are trained in the operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable pollution control laws, rules, and regulations; general facility operations; and, the contents of the facility SPCC Plan. [§112.7(f)]	<input checked="" type="checkbox"/>
A person who reports to facility management is designated and accountable for discharge prevention. [§112.7(f)]	<input checked="" type="checkbox"/>
Name/Title: <u>KEN QUIGLEY / MAINTENANCE</u>	
Discharge prevention briefings are conducted for oil-handling personnel annually to assure adequate understanding of the SPCC Plan for that facility. Such briefings highlight and describe past reportable discharges or failures, malfunctioning components, and any recently developed precautionary measures. [§112.7(f)] [See Oil-handling Personnel Training and Briefing Log in Attachment 3.4]	<input checked="" type="checkbox"/>

**4. Security (excluding oil production facilities) §112.7(g):****Table G-6 Implementation and Description of Security Measures**

Security measures are implemented at this facility to prevent unauthorized access to oil handling, processing, and storage area.



The following is a description of how you secure and control access to the oil handling, processing and storage areas; secure master flow and drain valves; prevent unauthorized access to starter controls on oil pumps; secure out-of-service and loading/unloading connections of oil pipelines; address the appropriateness of security lighting to both prevent acts of vandalism and assist in the discovery of oil discharges:

ALL GAS PUMPS AND STORAGE AREAS HAVE PAD LOCKS WHICH A SELECT FEW EMPLOYEES HAVE ACCESS TO. THERE IS 360° LIGHTING AROUND FUEL STORAGE TANKS WITH VIDEO SURVEILLANCE. OIL STORAGE AND USED OIL CONTAINERS ALSO HAVE SECURITY LIGHTING WITH VIDEO SURVEILLANCE.

**5. Emergency Procedures and Notifications (§112.7(a)(3)(iv) and 112.7(a)(5)):****Table G-7 Description of Emergency Procedures and Notifications**

The following is a description of the immediate actions to be taken by facility personnel in the event of a discharge to navigable waters or adjoining shorelines [§112.7(a)(3)(iv) and 112.7(a)(5)]:

IMMEDIATELY TURN OFF ANY EMERGENCY SHUTOFF SWITCH THAT COULD HELP CONTROL SPILL/LEAK.

CLOSE ANY FLOW VALVES TO ALSO HELP CONTROL LEAK/SPILL.

CONTACT KEVIN MILLER

KEVIN MILLER WILL REPORT TO ENVIRONMENTAL HEALTH

## 6. Contact List (§112.7(a)(3)(vi)):

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Table G-8 Contact List	
Contact Organization / Person	Telephone Number
National Response Center (NRC)	1-800-424-8802
Cleanup Contractor(s)	
SAN JOAQUIN FILTER RECYCLING & ENVIRONMENTAL LLC	(559) 498-0240
Key Facility Personnel	
Designated Person Accountable for Discharge Prevention: KEN QUIGLEY	Office: (559) 642-3633 Emergency: (559) 760-2447
KEVIN MILLER	Office: (559) 642-3633 Emergency: (559) 760-5241
	Office: Emergency:
	Office: Emergency:
State Oil Pollution Control Agencies U.S. FOREST SERVICE BASS LAKE RANGER DISTRICT	1-800-852-7550 (559) 877-2218
Other State, Federal, and Local Agencies U.S. FOREST SERVICE, BASS LAKE RANGER DISTRICT	(559) 877-2218
Local Fire Department	911 / (559) 683-6700
Local Police Department	911 / (559) 642-3201
Hospital URGENT CARE	(559) 683-2992
Other Contact References (e.g., downstream water intakes or neighboring facilities)	

## 7. NRC Notification Procedure (§112.7(a)(4) and (a)(5)):

**Table G-9 NRC Notification Procedure**

In the event of a discharge of oil to navigable waters or adjoining shorelines, the following information identified in Attachment 4 will be provided to the National Response Center immediately following identification of a discharge to navigable waters or adjoining shorelines [See Discharge Notification Form in Attachment 4]: [§112.7(a)(4)]	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• The exact address or location and phone number of the facility;</li> <li>• Date and time of the discharge;</li> <li>• Type of material discharged;</li> <li>• Estimate of the total quantity discharged;</li> <li>• Estimate of the quantity discharged to navigable waters;</li> <li>• Source of the discharge;</li> </ul>	<ul style="list-style-type: none"> <li>• Description of all affected media;</li> <li>• Cause of the discharge;</li> <li>• Any damages or injuries caused by the discharge;</li> <li>• Actions being used to stop, remove, and mitigate the effects of the discharge;</li> <li>• Whether an evacuation may be needed; and</li> <li>• Names of individuals and/or organizations who have also been contacted.</li> </ul>

## 8. SPCC Spill Reporting Requirements (Report within 60 days) (§112.4):

Submit information to the EPA Regional Administrator (RA) and the appropriate agency or agencies in charge of oil pollution control activities in the State in which the facility is located within 60 days from one of the following discharge events:

A single discharge of more than 1,000 U.S. gallons of oil to navigable waters or adjoining shorelines or  
 Two discharges to navigable waters or adjoining shorelines each more than 42 U.S. gallons of oil occurring within any twelve month period

You must submit the following information to the RA:

- (1) Name of the facility;
- (2) Your name;
- (3) Location of the facility;
- (4) Maximum storage or handling capacity of the facility and normal daily throughput;
- (5) Corrective action and countermeasures you have taken, including a description of equipment repairs and replacements;
- (6) An adequate description of the facility, including maps, flow diagrams, and topographical maps, as necessary;
- (7) The cause of the reportable discharge, including a failure analysis of the system or subsystem in which the failure occurred; and
- (8) Additional preventive measures you have taken or contemplated to minimize the possibility of recurrence
- (9) Such other information as the Regional Administrator may reasonably require pertinent to the Plan or discharge

\* \* \* \* \*

**NOTE: Complete one of the following sections (A, B or C)**  
**as appropriate for the facility type.**

**A. Onshore Facilities (excluding production) (§§112.8(b) through (d), 112.12(b) through (d)):**

The owner or operator must meet the general rule requirements as well as requirements under this section. Note that not all provisions may be applicable to all owners/operators. For example, a facility may not maintain completely buried metallic storage tanks installed after January 10, 1974, and thus would not have to abide by requirements in §§112.8(c)(4) and 112.12(c)(4), listed below. In cases where a provision is not applicable, write "N/A".

<b>Table G-10 General Rule Requirements for Onshore Facilities</b>		
		N/A
Drainage from diked storage areas is restrained by valves to prevent a discharge into the drainage system or facility effluent treatment system, except where facility systems are designed to control such discharge. Diked areas may be emptied by pumps or ejectors that must be manually activated after inspecting the condition of the accumulation to ensure no oil will be discharged. [§§112.8(b)(1) and 112.12(b)(1)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Valves of manual, open-and-closed design are used for the drainage of diked areas. [§§112.8(b)(2) and 112.12(b)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The containers at the facility are compatible with materials stored and conditions of storage such as pressure and temperature. [§§112.8(c)(1) and 112.12(c)(1)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secondary containment for the bulk storage containers (including mobile/portable oil storage containers) holds the capacity of the largest container plus additional capacity to contain precipitation. Mobile or portable oil storage containers are positioned to prevent a discharge as described in §112.1(b). [§112.6(a)(3)(ii)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If uncontaminated rainwater from diked areas drains into a storm drain or open watercourse the following procedures will be implemented at the facility: [§§112.8(c)(3) and 112.12(c)(3)]		
<ul style="list-style-type: none"> <li>• Bypass valve is normally sealed closed</li> <li>• Retained rainwater is inspected to ensure that its presence will not cause a discharge to navigable waters or adjoining shorelines</li> <li>• Bypass valve is opened and resealed under responsible supervision</li> <li>• Adequate records of drainage are kept [See Dike Drainage Log in Attachment 3.3]</li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For completely buried metallic tanks installed on or after January 10, 1974 at this facility [§§112.8(c)(4) and 112.12(c)(4)]:		
<ul style="list-style-type: none"> <li>• Tanks have corrosion protection with coatings or cathodic protection compatible with local soil conditions.</li> <li>• Regular leak testing is conducted.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
For partially buried or bunkered metallic tanks [§112.8(c)(5) and §112.12(c)(5)]:		
<ul style="list-style-type: none"> <li>• Tanks have corrosion protection with coatings or cathodic protection compatible with local soil conditions.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Each aboveground bulk container is tested or inspected for integrity on a regular schedule and whenever material repairs are made. Scope and frequency of the inspections and inspector qualifications are in accordance with industry standards. Container supports and foundations are regularly inspected. [See Inspection Log and Schedule and Bulk Storage Container Inspection Schedule in Attachments 3.1 and 3.2] [§112.8(c)(6) and §112.12(c)(6)(i)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Outsides of bulk storage containers are frequently inspected for signs of deterioration, discharges, or accumulation of oil inside diked areas. [See Inspection Log and Schedule in Attachment 3.1] [§§112.8(c)(6) and 112.12(c)(6)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For bulk storage containers that are subject to 21 CFR part 110 which are shop-fabricated, constructed of austenitic stainless steel, elevated and have no external insulation, formal visual inspection is conducted on a regular schedule. Appropriate qualifications for personnel performing tests and inspections are documented. [See Inspection Log and Schedule and Bulk Storage Container Inspection Schedule in Attachments 3.1 and 3.2] [§112.12(c)(6)(ii)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Table G-10 General Rule Requirements for Onshore Facilities		N/A
Each container is provided with a system or documented procedure to prevent overfills for the container. Describe:  FUEL DELIVERY TRUCK UTILIZES OVERFLOW VALVE WITH RETURN HOSE BACK TO TRUCK.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liquid level sensing devices are regularly tested to ensure proper operation [See Inspection Log and Schedule in Attachment 3.1]. [§112.6(a)(3)(iii)]	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Visible discharges which result in a loss of oil from the container, including but not limited to seams, gaskets, piping, pumps, valves, rivets, and bolts are promptly corrected and oil in diked areas is promptly removed. [§§112.8(c)(10) and 112.12(c)(10)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Aboveground valves, piping, and appurtenances such as flange joints, expansion joints, valve glands and bodies, catch pans, pipeline supports, locking of valves, and metal surfaces are inspected regularly. [See Inspection Log and Schedule in Attachment 3.1] [§§112.8(d)(4) and 112.12(d)(4)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Integrity and leak testing are conducted on buried piping at the time of installation, modification, construction, relocation, or replacement. [See Inspection Log and Schedule in Attachment 3.1] [§§112.8(d)(4) and 112.12(d)(4)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**ATTACHMENT 1 – Five Year Review and Technical Amendment Logs****ATTACHMENT 1.1 – Five Year Review Log**

I have completed a review and evaluation of the SPCC Plan for this facility, and will/will not amend this Plan as a result.

Review Date	Plan Amendment		Name and signature of person authorized to review this Plan
	Will Amend	Will Not Amend	
6/2/15	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Karen Murphy
3/28/16	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Karen Murphy
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

## **ATTACHMENT 1.2 – Technical Amendment Log**

Any technical amendments to this Plan will be re-certified in accordance with Section I of this Plan template.

**Table G-15 Description and Certification of Technical Amendments**

**ATTACHMENT 2 – Oil Spill Contingency Plan and Checklist**

An oil spill contingency plan and written commitment of resources is required for:

- Flowlines and intra-facility gathering lines at oil production facilities and
- Qualified oil-filled operational equipment which has no secondary containment.

An oil spill contingency plan meeting the provisions of 40 CFR part 109, as described below, and a written commitment of manpower, equipment and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful is attached to this Plan.

Complete the checklist below to verify that the necessary operations outlined in 40 CFR part 109 - Criteria for State, Local and Regional Oil Removal Contingency Plans - have been included.

**Table G-15 Checklist of Development and Implementation Criteria for State, Local and Regional Oil Removal Contingency Plans (\$109.5)<sup>a</sup>**

(a) Definition of the authorities, responsibilities and duties of all persons, organizations or agencies which are to be involved in planning or directing oil removal operations. <input type="checkbox"/>
(b) Establishment of notification procedures for the purpose of early detection and timely notification of an oil discharge including: <ul style="list-style-type: none"> <li>(1) The identification of critical water use areas to facilitate the reporting of and response to oil discharges.</li> <li>(2) A current list of names, telephone numbers and addresses of the responsible persons (with alternates) and organizations to be notified when an oil discharge is discovered.</li> <li>(3) Provisions for access to a reliable communications system for timely notification of an oil discharge, and the capability of interconnection with the communications systems established under related oil removal contingency plans, particularly State and National plans (e.g., NCP).</li> <li>(4) An established, prearranged procedure for requesting assistance during a major disaster or when the situation exceeds the response capability of the State, local or regional authority. <input type="checkbox"/></li> </ul>
(c) Provisions to assure that full resource capability is known and can be committed during an oil discharge situation including: <ul style="list-style-type: none"> <li>(1) The identification and inventory of applicable equipment, materials and supplies which are available locally and regionally. <input type="checkbox"/></li> <li>(2) An estimate of the equipment, materials and supplies which would be required to remove the maximum oil discharge to be anticipated. <input type="checkbox"/></li> <li>(3) Development of agreements and arrangements in advance of an oil discharge for the acquisition of equipment, materials and supplies to be used in responding to such a discharge. <input type="checkbox"/></li> </ul>
(d) Provisions for well defined and specific actions to be taken after discovery and notification of an oil discharge including: <ul style="list-style-type: none"> <li>(1) Specification of an oil discharge response operating team consisting of trained, prepared and available operating personnel. <input type="checkbox"/></li> <li>(2) Predesignation of a properly qualified oil discharge response coordinator who is charged with the responsibility and delegated commensurate authority for directing and coordinating response operations and who knows how to request assistance from Federal authorities operating under existing national and regional contingency plans. <input type="checkbox"/></li> <li>(3) A preplanned location for an oil discharge response operations center and a reliable communications system for directing the coordinated overall response operations. <input type="checkbox"/></li> <li>(4) Provisions for varying degrees of response effort depending on the severity of the oil discharge. <input type="checkbox"/></li> <li>(5) Specification of the order of priority in which the various water uses are to be protected where more than one water use may be adversely affected as a result of an oil discharge and where response operations may not be adequate to protect all uses. <input type="checkbox"/></li> <li>(6) Specific and well defined procedures to facilitate recovery of damages and enforcement measures as provided for by State and local statutes and ordinances. <input type="checkbox"/></li> </ul>

<sup>a</sup> The contingency plan must be consistent with all applicable state and local plans, Area Contingency Plans, and the National Contingency Plan (NCP)

**ATTACHMENT 3 – Inspections, Dike Drainage and Personnel Training Logs**

Ver. 1-L-doc-3-18-10

**ATTACHMENT 3.1 – Inspection Log and Schedule**

This log is intended to document compliance with §§112.6(a)(3)(ii), 112.8(c)(6) 112.8(d)(4), 112.9(q)(3), 112.9(d)(1), 112.9(d)(4), 112.12(d)(4), as applicable.

Date of Inspection	Container / Piping / Equipment	Describe Scope (or cite Industry Standard)	Observations	Name/ Signature of Inspector	Records maintained separately <sup>a</sup>
3/28/16	Crude Line Drainage Check Values and Shutoffs	SHUTOFF VALUES WORKING PROPERLY FREE OF LEAKS OR ANY VISUAL WEAR OR DAMAGE TO PIPING, TANKS OR VALVES	OPERATING PROPERLY	KENNY CROWLEY <i>Ken Crowley</i>	<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>

<sup>a</sup> Indicate in the table above if records of facility inspections are maintained separately at this facility.

Facility Name: \_\_\_\_\_

## ATTACHMENT 3.4 – Oil-handling Personnel Training and Briefing Log

Table G-19 Oil-Handling Personnel Training and Briefing Log		
Date	Description / Scope	Attendees
10/2/15	ANNUAL TRAINING ON OIL HANDLING PROCEDURES. EMERGENCY & PRECAUTIONARY	KEN QUIGLEY Jordan Biedermann
3/28/16	ANNUAL TRAINING ON OIL HANDLING PROCEDURES EMERGENCY & PRECAUTIONARY	KENNY QUIGLEY <i>Kennedy</i>

**ATTACHMENT 4 – Discharge Notification Form**

In the event of a discharge of oil to navigable waters or adjoining shorelines, the following information will be provided to the National Response Center [also see the notification information provided in Section 7 of the Plan]:

**Table G-20 Information provided to the National Response Center in the Event of a Discharge**

Discharge/Discovery Date		Time	
Facility Name			
Facility Location (Address/Lat-Long/Section Township Range)			
Name of reporting individual		Telephone #	
Type of material discharged		Estimated total quantity discharged	Gallons/Barrels
Source of the discharge		Media affected	<input type="checkbox"/> Soil <input type="checkbox"/> Water (specify) <input type="checkbox"/> Other (specify)
Actions taken			
Damage or injuries	<input type="checkbox"/> No <input type="checkbox"/> Yes (specify)	Evacuation needed?	<input type="checkbox"/> No <input type="checkbox"/> Yes (specify)
Organizations and individuals contacted	<input type="checkbox"/> National Response Center 800-424-8802 Time <input type="checkbox"/> Cleanup contractor (Specify) Time <input type="checkbox"/> Facility personnel (Specify) Time <input type="checkbox"/> State Agency (Specify) Time <input type="checkbox"/> Other (Specify) Time		

**ATTACHMENT 3.2 – Bulk Storage Container Inspection Schedule – onshore facilities (excluding production):**

To comply with integrity inspection requirement for bulk storage containers, inspect/test each shop-built aboveground bulk storage container on a regular schedule in accordance with a recognized container inspection standard based on the minimum requirements in the following table.

**Table G-17 Bulk Storage Container Inspection Schedule**

<b>Container Size and Design Specification</b>	<b>Inspection requirement</b>
Portable containers (including drums, totes, and intermodal bulk containers (IBC))	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas
55 to 1,100 gallons with sized secondary containment 1,101 to 5,000 gallons with sized secondary containment and a means of leak detection <sup>a</sup>	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas plus any annual inspection elements per industry inspection standards
1,101 to 5,000 gallons with sized secondary containment and no method of leak detection <sup>a</sup>	Visually inspect monthly for signs of deterioration, discharges or accumulation of oil inside diked areas, plus any annual inspection elements and other specific integrity tests that may be required per industry inspection standards

<sup>a</sup> Examples of leak detection include, but are not limited to, double-walled tanks and elevated containers where a leak can be visually identified.

## ATTACHMENT 3.3 – Dike Drainage Log

Ver. 1-L-doc-3-18-10

Table G-18 Dike Drainage Log

Date	Bypass valve sealed	Rainwater inspected to be sure no oil (or sheen) is visible	Open bypass valve and reseal it following drainage	Drainage activity supervised	Observations	Signature of Inspector
12/01/15	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	<i>Handdrain</i>
3/24/16	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	<i>Handdrain</i>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Facility Name: \_\_\_\_\_

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**Consolidated Emergency Response/Contingency Plan,  
May 1, 2015**

**CALIFORNIA ENVIRONMENTAL REPORTING SYSTEM (CERS)**  
**CONSOLIDATED EMERGENCY RESPONSE / CONTINGENCY PLAN**  
*Prior to completing this Plan, please refer to the INSTRUCTIONS FOR COMPLETING A CONSOLIDATED CONTINGENCY PLAN*

**A. FACILITY IDENTIFICATION AND OPERATIONS OVERVIEW**

FACILITY ID #	FA-010-0548	1. CERS ID	0425712	A1. DATE OF PLAN PREPARATION/REVISION	A2 5/1/2015
BUSINESS NAME (Same as Facility Name or DBA - Doing Business As)	MILLERS LANDING RESORT				3.
BUSINESS SITE ADDRESS	37976 RD 222 E				103.
BUSINESS SITE CITY	WISHLON	104.	CA	ZIP CODE	105. 93669
TYPE OF BUSINESS (e.g., Painting Contractor)	RESTAURANT, CABIN RENTAL, BOAT RENTAL	A3.	INCIDENTAL OPERATIONS (e.g., Fleet Maintenance)		A4
THIS PLAN COVERS CHEMICAL SPILLS, FIRES, AND EARTHQUAKES INVOLVING: (Check all that apply)					
<input checked="" type="checkbox"/> 1. HAZARDOUS MATERIALS; <input type="checkbox"/> 2. HAZARDOUS WASTES					

**B. INTERNAL RESPONSE**

INTERNAL FACILITY EMERGENCY RESPONSE WILL OCCUR VIA: (Check all that apply)	B1.
<input checked="" type="checkbox"/> 1. CALLING PUBLIC EMERGENCY RESPONDERS (i.e., 9-1-1)	
<input type="checkbox"/> 2. CALLING HAZARDOUS WASTE CONTRACTOR	
<input type="checkbox"/> 3. ACTIVATING IN-HOUSE EMERGENCY RESPONSE TEAM	

**C. EMERGENCY COMMUNICATIONS, PHONE NUMBERS AND NOTIFICATIONS**

Whenever there is an imminent or actual emergency situation such as an explosion, fire, or release, the Emergency Coordinator (or his/her designee when the Emergency Coordinator is on call) shall:
1. Activate internal facility alarms or communications systems, where applicable, to notify all facility personnel.
2. Notify appropriate local authorities (i.e., call 9-1-1).
3. Notify the California Emergency Management Agency at (800) 852-7550.

Before facility operations are resumed in areas of the facility affected by the incident, the emergency coordinator shall notify the California Department of Toxic Substances Control (DTSC), the local Unified Program Agency (UPA), and the local fire department's hazardous materials program that the facility is in compliance with requirements to:
1. Provide for proper storage and disposal of recovered waste, contaminated soil or surface water, or any other material that results from an explosion, fire, or release at the facility; and
2. Ensure that no material that is incompatible with the released material is transferred, stored, or disposed of in areas of the facility affected by the incident until cleanup procedures are completed.

INTERNAL FACILITY EMERGENCY COMMUNICATIONS OR ALARM NOTIFICATION WILL OCCUR VIA: (Check all that apply)	C1
<input checked="" type="checkbox"/> 1. VERBAL WARNINGS; <input type="checkbox"/> 2. PUBLIC ADDRESS OR INTERCOM SYSTEM; <input checked="" type="checkbox"/> 3. TELEPHONE;	
<input type="checkbox"/> 4. PAGERS; <input type="checkbox"/> 5. ALARM SYSTEM; <input checked="" type="checkbox"/> 6. PORTABLE RADIO	

NOTIFICATIONS TO NEIGHBORING FACILITIES THAT MAY BE AFFECTED BY AN OFF-SITE RELEASE WILL OCCUR BY: (Check all that apply)	C2
<input checked="" type="checkbox"/> 1. VERBAL WARNINGS; <input type="checkbox"/> 2. PUBLIC ADDRESS OR INTERCOM SYSTEM; <input checked="" type="checkbox"/> 3. TELEPHONE;	
<input type="checkbox"/> 4. PAGERS; <input type="checkbox"/> 5. ALARM SYSTEM; <input checked="" type="checkbox"/> 6. PORTABLE RADIO	

EMERGENCY RESPONSE PHONE NUMBERS:	AMBULANCE, FIRE, POLICE AND CHP .....	9-1-1
	CALIFORNIA EMERGENCY MANAGEMENT AGENCY (CAL/EMA) .....	(800) 852-7550
	NATIONAL RESPONSE CENTER (NRC) .....	(800) 424-8802
	POISON CONTROL CENTER .....	(800) 222-1222
	LOCAL UNIFIED PROGRAM AGENCY (UPA/CUPA) .....	<i>559-675-7883</i> C3
OTHER (Specify):		C4. C5.

NEAREST MEDICAL FACILITY / HOSPITAL NAME:	URGENT CARE	C6. C7.
AGENCY NOTIFICATION PHONE NUMBERS:	CALIFORNIA DEPT. OF TOXIC SUBSTANCES CONTROL (DTSC) .....	(916) 255-3545

REGIONAL WATER QUALITY CONTROL BOARD .....	C8.
U.S. ENVIRONMENTAL PROTECTION AGENCY (US EPA) .....	(800) 300-2193
CALIFORNIA DEPT OF FISH AND GAME (DFG) .....	(916) 358-2900
U.S. COAST GUARD .....	(202) 267-2180
CAL/OSHA .....	(916) 263-2800
STATE FIRE MARSHAL .....	(916) 445-8200
OTHER (Specify):	C9. C10.
OTHER (Specify):	C11. C12.

#### D. EMERGENCY CONTAINMENT AND CLEANUP PROCEDURES

SPILL PREVENTION, CONTAINMENT, AND CLEANUP PROCEDURES: (Check all boxes that apply to indicate your procedures for containing spills, releases, fires or explosions; and, preventing and mitigating associated harm to persons, property, and the environment.)

- 1. MONITOR FOR LEAKS, RUPTURES, PRESSURE BUILD-UP, ETC.; D1.
- 2. PROVIDE STRUCTURAL PHYSICAL BARRIERS (e.g., Portable spill containment walls);
- 3. PROVIDE ABSORBENT PHYSICAL BARRIERS (e.g., Pads, pigs, pillows);
- 4. COVER OR BLOCK FLOOR AND/ OR STORM DRAINS;
- 5. BUILT-IN BERM IN WORK / STORAGE AREA;
- 6. AUTOMATIC FIRE SUPPRESSION SYSTEM;
- 7. ELIMINATE SOURCES OF IGNITION FOR FLAMMABLE HAZARDS (e.g. Flammable liquids, Propane);
- 8. STOP PROCESSES AND/OR OPERATIONS;
- 9. AUTOMATIC / ELECTRONIC EQUIPMENT SHUT-OFF SYSTEM;
- 10. SHUT-OFF WATER, GAS, ELECTRICAL UTILITIES AS APPROPRIATE;
- 11. CALL 9-1-1 FOR PUBLIC EMERGENCY RESPONDER ASSISTANCE / MEDICAL AID;
- 12. NOTIFY AND EVACUATE PERSONS IN ALL THREATENED AREAS;
- 13. ACCOUNT FOR EVACUATED PERSONS IMMEDIATELY AFTER EVACUATION CALL;
- 14. PROVIDE PROTECTIVE EQUIPMENT FOR ON-SITE RESPONSE TEAM;
- 15. REMOVE OR ISOLATE CONTAINERS / AREA AS APPROPRIATE;
- 16. HIRE LICENSED HAZARDOUS WASTE CONTRACTOR;
- 17. USE ABSORBENT MATERIAL FOR SPILLS WITH SUBSEQUENT PROPER LABELING, STORAGE, AND HAZARDOUS WASTE DISPOSAL AS APPROPRIATE;
- 18. SUCTION USING SHOP VACUUM WITH SUBSEQUENT PROPER LABELING, STORAGE, AND HAZARDOUS WASTE DISPOSAL AS APPROPRIATE;
- 19. WASH / DECONTAMINATE EQUIPMENT W/ CONTAINMENT and DISPOSAL OF EFFLUENT / RINSE AS HAZARDOUS WASTE;
- 20. PROVIDE SAFE TEMPORARY STORAGE OF EMERGENCY-GENERATED WASTES;
- 21. OTHER (Specify): D2.

#### E. FACILITY EVACUATION

THE FOLLOWING ALARM SIGNAL(S) WILL BE USED TO BEGIN EVACUATION OF THE FACILITY (CHECK ALL THAT APPLY): E1.

- 1. BELLS;
- 2. HORNS/SIRENS;
- 3. VERBAL (I.E., SHOUTING);
- 4. OTHER (Specify):

THE FOLLOWING LOCATION(S) IS/ARE EVACUEE EMERGENCY ASSEMBLY AREA(S) (i.e., Front parking lot, specific street corner, etc.) E2.

FRONT PARKING LOT, REAR PARKING LOT E3.

Note: The Emergency Coordinator must account for all on site employees and/or site visitors after evacuation.

EVACUATION ROUTE MAP(S) POSTED AS REQUIRED E4.

Note: The map(s) must show primary and alternate evacuation routes, emergency exits, and primary and alternate staging areas, and must be prominently posted throughout the facility in locations where it will be visible to employees and visitors.

#### F. ARRANGEMENTS FOR EMERGENCY SERVICES

**Explanation of Requirement:** Advance arrangements with local fire and police departments, hospitals, and/or emergency services contractors should be made as appropriate for your facility. You may determine that such arrangements are not necessary.

ADVANCE ARRANGEMENTS FOR LOCAL EMERGENCY SERVICES (Check one of the following) F1.

- 1. HAVE BEEN DETERMINED NOT NECESSARY; or F2.
- 2. THE FOLLOWING ARRANGEMENTS HAVE BEEN MADE (Specify):

### G. EMERGENCY EQUIPMENT

Check all boxes that apply to list emergency response equipment available at the facility and identify the location(s) where the equipment is kept and the equipment's capability, if applicable. [e.g.,  CHEMICAL PROTECTIVE GLOVES | Spill response kit | One time use, Oil & solvent resistant only.]

TYPE	EQUIPMENT AVAILABLE	GL	LOCATION	CAPABILITY (If applicable)
Safety and First Aid	1. <input type="checkbox"/> CHEMICAL PROTECTIVE SUITS, APRONS, OR VESTS	G2.		G3.
	2. <input type="checkbox"/> CHEMICAL PROTECTIVE GLOVES	G4.		G5.
	3. <input type="checkbox"/> CHEMICAL PROTECTIVE BOOTS	G6.		G7.
	4. <input checked="" type="checkbox"/> SAFETY GLASSES / GOGGLES / SHIELDS	REAR STORE/RESTAURANT SHOP	G8.	PROTECTIVE AGAINST SPASHING
	5. <input type="checkbox"/> HARD HATS	G10.		G11.
	6. <input checked="" type="checkbox"/> CARTRIDGE RESPIRATORS	SHOP	G12.	ORGANIC VAPORS
	7. <input type="checkbox"/> SELF-CONTAINED BREATHING APPARATUS (SCBA)	G14.		G15.
	8. <input checked="" type="checkbox"/> FIRST AID KITS / STATIONS	STORE, RESTAURANT, OFFICE	G16.	G17.
	9. <input type="checkbox"/> PLUMBED EYEWASH FOUNTAIN / SHOWER	G18.		G19.
	10. <input type="checkbox"/> PORTABLE EYEWASH KITS	G20.		G21.
	11. <input type="checkbox"/> OTHER	G22.		G23.
	12. <input type="checkbox"/> OTHER	G24.		G25.
Fire Fighting	13. <input checked="" type="checkbox"/> PORTABLE FIRE EXTINGUISHERS	SEE SITE MAP	G26.	G27.
	14. <input checked="" type="checkbox"/> FIXED FIRE SYSTEMS / SPRINKLERS / FIRE HOSES	COOKING AREA	G28.	G29.
	15. <input type="checkbox"/> FIRE ALARM BOXES OR STATIONS	G30.		G31.
	16. <input type="checkbox"/> OTHER	G32.		G33.
Spill Control and Clean-Up	17. <input checked="" type="checkbox"/> ALL-IN-ONE SPILL KIT	RESTAURANT/STORE, DOCK, SHOP	G34.	G35.
	18. <input checked="" type="checkbox"/> ABSORBENT MATERIAL	RESTAURANT/STORE, DOCK, SHOP	G36.	G37.
	19. <input checked="" type="checkbox"/> CONTAINER FOR USED ABSORBENT		G38.	G39.
	20. <input type="checkbox"/> BERMING / DIKING EQUIPMENT		G40.	G41.
	21. <input checked="" type="checkbox"/> BROOM	RESTAURANT/STORE, DOCK, SHOP, CABINS	G42.	SWEEPING
	22. <input checked="" type="checkbox"/> SHOVEL	SHOP	G44.	DIGGING
	23. <input checked="" type="checkbox"/> SHOP VAC	DOCK, SHOP	G46.	
	24. <input checked="" type="checkbox"/> EXHAUST HOOD	COOKING AREA	G48.	
	25. <input type="checkbox"/> EMERGENCY SUMP / HOLDING TANK		G50.	G51.
	26. <input type="checkbox"/> CHEMICAL NEUTRALIZERS		G52.	G53.
	27. <input type="checkbox"/> GAS CYLINDER LEAK REPAIR KIT		G54.	G55.
	28. <input type="checkbox"/> SPILL OVERPACK DRUMS		G56.	G57.
	29. <input type="checkbox"/> OTHER		G58.	G59.
Communications and Alarm Systems	30. <input checked="" type="checkbox"/> TELEPHONES (Includes cellular)	OFFICE, STORE, EMPLOYEE CELL	G60.	G61.
	31. <input type="checkbox"/> INTERCOM / PA SYSTEM		G62.	G63.
	32. <input checked="" type="checkbox"/> PORTABLE RADIOS	OFFICE, DESIGNATED EMPLOYERS	G64.	G65.
	33. <input type="checkbox"/> AUTOMATIC ALARM CHEMICAL MONITORING EQUIPMENT		G66.	G67.
Other	34. <input type="checkbox"/> OTHER		G68.	G69.
	35. <input type="checkbox"/> OTHER		G70.	G71.

## H. EARTHQUAKE VULNERABILITY

Identify areas of the facility that are vulnerable to hazardous materials releases / spills due to earthquake-related motion. These areas require immediate isolation and inspection.

VULNERABLE AREAS: (Check all that apply)

- 1. HAZARDOUS MATERIALS / WASTE STORAGE AREA
- 2. PROCESS LINES / PIPING
- 3. LABORATORY
- 4. WASTE TREATMENT AREA

III.	LOCATIONS (e.g., shop, outdoor shed, forensic lab)	
	SHOP, FUEL STORAGE TANKS	H2.
	FUEL LINES	H3.
		H4.
		H5.

Identify mechanical systems vulnerable to releases / spills due to earthquake-related motion. These systems require immediate isolation and inspection.

VULNERABLE SYSTEMS: (Check all that apply)

- 1. SHELVES, CABINETS AND RACKS
- 2. TANKS (EMERGENCY SHUTOFF)
- 3. PORTABLE GAS CYLINDERS
- 4. EMERGENCY SHUTOFF AND/OR UTILITY VALVES
- 5. SPRINKLER SYSTEMS
- 6. STATIONARY PRESSURIZED CONTAINERS (e.g., Propane dispensing tank)

H6.	LOCATIONS	
	OFFICE, STORE, SHOP	H7.
	OUTDOORS (SEE SITE MAP)	H8.
	REAR STORE	H9.
	MAIN POWER PANEL	H10.
	LANDSCAPING & KITCHEN	H11.
	TOP OF HILL NEAR SHOP	H12.

## I. EMPLOYEE TRAINING

**Explanation of Requirement:** Employee training is required for all employees handling hazardous materials and hazardous wastes in day-to-day or clean-up operations including volunteers and/or contractors. Training must be:

- Provided within 6 months for new hires;
- Amended as necessary prior to change in process or work assignment;
- Given upon modification to the Emergency Response / Contingency Plan, and updated/refreshed annually for all employees.

Required content includes all of the following:

- Material Safety Data Sheets;
- Hazard communication related to health and safety;
- Methods for safe handling of hazardous substances;
- Fire hazards of materials / processes;
- Conditions likely to worsen emergencies;
- Coordination of emergency response;
- Notification procedures;
- Applicable laws and regulations;
- Communication and alarm systems;
- Personal protective equipment;
- Use of emergency response equipment (e.g. Fire extinguishers, respirators, etc.);
- Decontamination procedures;
- Evacuation procedures;
- Control and containment procedures;
- UST monitoring system equipment and procedures (if applicable).

INDICATE HOW EMPLOYEE TRAINING PROGRAM IS ADMINISTERED (Check all that apply)

- 1. FORMAL CLASSROOM;  2. VIDEOS;  3. SAFETY / TAILGATE MEETINGS;
- 4. STUDY GUIDES / MANUALS (Specify): MSDS FOR COMMON HOUSEHOLD CHEMICALS & CLEANERS
- 5. OTHER (Specify): REVIEW HAZARDOUS MATERIALS BUSINESS PLAN
- 6. NOT APPLICABLE BECAUSE FACILITY HAS NO EMPLOYEES

**Large Quantity Generator (LQG) Training Records:** Large quantity hazardous waste generators (i.e., who generate more than 270 gallons/1,000 kilograms of hazardous waste per month) must retain written documentation of employee hazardous waste management training sessions which includes:

- A written outline/agenda of the type and amount of both introductory and continuing training that will be given to persons filling each job position having responsibility for the management of hazardous waste (e.g., labeling, manifesting, compliance with accumulation time limits, etc.).
- The name, job title, and date of training for each hazardous waste management training session given to an employee filling such a job position; and
- A written job description for each of the above job positions that describes job duties and the skills, education, or other qualifications required of personnel assigned to the position.
- Current employee training records must be retained until closure of the facility.
- Former employee training records must be retained at least three years after termination of employment.

## J. LIST OF ATTACHMENTS

(Check one of the following)

- 1. NO ATTACHMENTS ARE REQUIRED; or
- 2. THE FOLLOWING DOCUMENTS ARE ATTACHED:

*TRAINING LOG - HMBP*

J1.

J2.

## K. SIGNATURE / CERTIFICATION

**Certification:** Based on my inquiry of those individuals responsible for obtaining the information, I certify under penalty of law that I have personally examined and am familiar with the information submitted and believe the information is true, accurate, and complete, and that a copy is available on site.

SIGNATURE OF OWNER/OPERATOR

*Kenny Quicley*

DATE SIGNED

*5/2/15*

K1.

NAME OF SIGNER (print)

*KENNY QUICLEY*

K2.

TITLE OF SIGNER

*Maintenance*

K3.

## Training Log - Hazardous Materials Business Plan

**Business Name:** MILLERS LANDING RESORT

**Business Address:** 37976 RD 222, WISHLON CA, 93689

The following employees have received training in the subjects described below as required by CCR Title 22 Section 66265.16. Refresher training on these subjects must be conducted annually.

## **Section I – Hazardous Materials Handling:**

- Safe handling of chemicals and other hazardous materials used on the job, location of safety reference materials (MSDSs, SOPs, etc.), personal protective equipment, detection instruments, safe storage areas, etc.

## **Section II – Hazardous Materials Storage and Disposal:**

- Safe handling and storage of hazardous waste created on the job, location of waste containers, identification tags/labels and information resources, waste pick-up procedures, record keeping instructions, etc.

### **Section III - Emergency and Spill Response Procedures:**

- Emergency response instructions, locations of personal and equipment resources (telephone number, fire extinguishers, spill kits, safety showers/eyewashes, first aid kits, etc.), specialty hazardous instructions, etc.

**Aboveground Storage Tank Inspection Form,  
May 6, 2015**

**ABOVEGROUND STORAGE TANK INSPECTION FORM**

Facility Name Miller's Landing Resort, Inc.

Date 05/06/2015

Site Address 37976 Road 222

Time In \_\_\_\_\_ Time Out \_\_\_\_\_

Owner/Operator Richard & Patricia Miller

Phone 642-3633

Type of Inspection

Inspector Ken Vang

Routine  
 Follow-up

Re-inspection  
 Other \_\_\_\_\_

Facility ID FA0100548

Program Element 2348

CONSENT TO INSPECT GRANTED BY Name: KENNY QUIGLEY

Title MAINTENANCE

Inspection may involve obtaining photographs, review and copying of records, and determination of compliance.

I – Class I Violation II – Class II Violation M – Minor Violation

Page 1 of 2

I	II	M	Code	ABOVEGROUND STORAGE TANK REQUIREMENTS	COMMENTS / OBSERVATIONS
<b>Record Keeping</b>					
	X		AST 01	SPCC Plan is complete and available onsite.	AST 01: Redo incomplete Spec Plan keep a copy on site + provide a copy to E&D.
	X		AST 02	Spills and/or discharges reported.	AST 03: Operator failed to provide inspection + test records per SPCC Plan.
X			AST 03	Inspection & tests conducted and records of such maintained in accordance with written procedures.	AST 04: Operator failed to provide training for staff that handles & maintains Petroleum containers & piping to Spec Plan.
<b>SPCC Plan Elements</b>					
	X		AST 04	Self-certification or Professional Engineer certification of SPCC plan.	AST 05: Operator failed to provide training for staff that handles & maintains Petroleum containers & piping to Spec Plan.
	X		AST 05	Training in operation and maintenance of equipment	AST 06: Include diagram with the location & contents for each container & connecting pipes to Spec Plan.
	X		AST 06	Diagram with the location & contents of each container, transfer station & connecting pipes	AST 07: Conduct required/described inspections or test on containers, valves, aboveground piping & appurtenances
	X		AST 07	Countermeasures for discharge discovery, response & clean up	AST 08: Required contact list & phone numbers for the facility response coordinator
	X		AST 08	Required contact list & phone numbers for the facility response coordinator	AST 09: Spill prediction and associated equipment failure description.
<b>General SPCC Requirements</b>					
	X		AST 10	SPCC Plan reviewed and/or changes amended within 6 months	AST 10: Provide missing cleanup equipment/mate
	X		AST 11	Oil handling personnel have been trained in SPCC plan, operation and maintenance of equipment to prevent discharges.	AST 11: Provide overfill protection for the 2-2,000 & 1-4,000 gal gasoline tank
	X		AST 12	Conducted required/described inspections or test on containers, valves, aboveground piping & appurtenances	AST 12: Provide proper secondary containment for the used oil container
	X		AST 13	An oil contingency plan has been prepared or a written control/removal commitment is provided.	
<b>Inspection</b>					
	X		AST 14	Security (or lighting) of oil handling area commensurate with operations	
X			AST 15	Clean up materials readily available.	
X			AST 16	Tank or containers are compatible with material(s) and operative.	
X			AST 17	Overfill protection procedures or devices maintained and operative.	
	X		AST 18	Correction of visible discharges from containers and components and removal of accumulations of oil in dike area.	
	X		AST 19	Portable/mobile containers positioned to prevent a discharge	
	X		AST 20	Facility drainage functioning properly operated and designed to prevent discharges into the drainage system.	
X			AST 21	Secondary containment sized to collect a release of the largest tank or container plus freeboard for precipitation.	
X			AST 22	Secondary containment valve(s) closed — for 2-2,000 gal + 1-4,000 gal	

**POST INSPECTION INSTRUCTIONS: NOTICE TO COMPLY**

Sign in this box for receipt of this report. Signature does not imply agreement with findings, only receipt of report.

- Refer to Violation and Corrective Action page for Regulation, Description and Guidance.
- Corrective action must be demonstrated with proof of compliance within 30 days by completion & submission of the Return to Compliance Statement.
- VIOLATIONS NOTED SHALL BE CORRECTED WITHIN \_\_\_\_\_ DAYS.

*Kenny Quigley*

Signature (certifying the correction of all violations)

Date

**Hazardous Waste Generator Inspection Form**  
**May 6, 2015**



## HAZARDOUS WASTE GENERATOR INSPECTION FORM

Facility Name	Miller's Landing Resort, Inc.			Date	05/06/2015
Site Address	37976 Road 222			Time In	10AM
Owner/Operator	Richard & Patricia Miller			Phone	675-7874
Type of Inspection	Inspection Consolidation			Inspector	Ken Vang
<input checked="" type="checkbox"/> Routine	<input type="checkbox"/> Re-Inspection	<input checked="" type="checkbox"/> Solo	<input type="checkbox"/> Joint	<input type="checkbox"/> Multimedia	Facility ID FA0100548
<input type="checkbox"/> Follow-up	<input type="checkbox"/> Other	<input type="checkbox"/> Combined	<input type="checkbox"/> Integrated		Program Element 2208
					EPA ID CAL000264886

**CONSENT TO INSPECT GRANTED BY Name / Title:** KENNY QUINLEY  
Inspection may involve obtaining photographs, review and copying of records, and determination of compliance.

Page 1 of 3

I - Class I Violation   II - Class II Violation   M - Minor Violation

I	II	M	Code	HAZARDOUS WASTE REQUIREMENTS	COMMENTS / OBSERVATIONS
				Record keeping/Documentation	
			HW01	Generator shall have EPA ID number.	
			HW02	Hazardous waste determination made for all wastes. <input type="checkbox"/> Analysis <input type="checkbox"/> Generator knowledge	
			HW03	Contingency plan information shall be posted near phone.	
X			HW04	Facility personnel shall demonstrate training/awareness.	
X			HW05	Manifests/Consolidated Manifest receipts shall be complete.	
			HW06	Shall mail manifest copy(s) to DTSC.	
			HW07	TSDF signed copy of manifest available within 35 days of waste shipment.	
			HW08	Bills of Lading/receipts shall be available.	
			HW09	LDRs shall be available and complete.	
			HW10	Onsite recycling shall be reported using UPCF.	
				Container/Tank Management	
X			HW11	Containers shall be in good condition.	
X			HW12	Containers shall be closed except when adding/removing waste.	HW12: Inspector observed waste oil tank (25gal) without a lid/cap. Keep container closed except adding/removing waste.
			HW13	Contaminated empty containers shall be empty.	
			HW14	Containers shall be inspected weekly.	
			HW15	Tanks shall be inspected daily.	
			HW16	Satellite containers shall be at or near point of generation.	
			HW17	Satellite containers shall be under control of the operator.	
			HW18	There shall be one container per waste stream at satellite area.	
			HW19	Exclude recyclable materials stored in accordance with local ordinance/haz materials codes.	
				Accumulation Time Limits	
X			HW20	Waste shall not be accumulated more than applicable 90/180/270 days.	
			HW21	Satellite wastes shall accumulate for less than 1 year.	
			HW22	Empty containers shall be managed within 1 year.	
			HW23	Universal wastes shall accumulate for less than 1 year.	
			HW24	Used oil filters shall accumulate for less than 1 year (180 days if more than 1 ton).	
			HW25	Spent lead-acid batteries shall accumulate for less than 1 year (180 days if more than 1 ton).	
				Labeling/Marking	
X			HW26	Containers shall be properly labeled.	
			HW27	Satellite containers shall be marked once added and full.	
			HW28	Excluded recyclable materials shall be marked properly.	
			HW29	Universal waste container shall be properly labeled.	
X			HW30	Drained used oil filters shall be marked "Drained Used Oil Filters".	HW26: Provide proper labeling for used oil/1
			HW31	Shall have beginning date written on spent lead-acid batteries.	containers + used oil/filters.
			HW32	Shall mark "Used Oil" on all used oil tanks/containers.	
			HW33	Shall mark tank with "Hazardous Waste", contents, and start date.	
			HW34	Shall mark empty containers with date emptied.	
				Treatment, Transport and Disposal/Other	
			HW35	Shall have permit/authorization to do treatment.	
			HW36	Waste shall be sent with authorized transport (gen. eligible).	
			HW37	Waste shall be disposed of to authorized point/party.	
			HW38	Failed to properly handle appliance wastes.	

**POST INSPECTION INSTRUCTIONS: NOTICE TO COMPLY**

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- Corrective action must be demonstrated with proof of compliance within 30 days by completion & submission of the Return to Compliance Statement.
- VIOLATIONS NOTED SHALL BE CORRECTED WITHIN \_\_\_\_\_ DAYS.

Sign in this box for receipt of this report. Signature does not imply agreement with findings, only receipt of report.

Date

Signature (certifying the correction of all violations)

**Hazardous Material Business Plan Inspection Form,**  
**May 6, 2015**

**HAZARDOUS MATERIAL BUSINESS PLAN INSPECTION FORM**

Facility Name: Miller's Landing Resort, Inc. Date: 05/06/2015  
 Site Address: 37976 Road 222 Time In: 10 AM Time Out:  
 Owner/Operator: Richard & Patricia Miller Phone: 675-7874  
 Type of Inspection:  Routine  Re-Inspection  Follow-up Inspector: Ken Vong  
 Other  Solo  Joint  Multimedia Facility ID: FAO10054B  
 Combined  Integrated Program Element: 2111

CONSENT TO INSPECT GRANTED BY Name: KENNY QUIGLEY Title: MAINTENANCE

Inspection may involve obtaining photographs, review and copying of records, and determination of compliance.

Page: 1 of 2

I - Class I Violation II - Class II Violation M - Minor Violation

I	II	M	Code	HAZARDOUS MATERIAL REQUIREMENTS	COMMENTS / OBSERVATIONS
				ADMINISTRATION/DOCUMENTATION	
	X		HM01A	Owner/Operator failed to establish and implement a Hazardous Materials Business Plan (HMBP) when storing hazardous materials at or above the thresholds quantities of 55 gallons/500 lbs/200 cubic feet.	HM01A: Update incomplete Business Plan & submit to CEPs. Inspect gave a copy to operator.
			HM01B	Owner/Operator failed to complete and/or submit a Hazardous Materials Business Plan when storing hazardous materials at or above the thresholds quantities of 55 gallons/500 lbs/200 cubic feet.	HM01B: Update inventory list to CEPs.
			HM02	Failure to complete and/or submit hazardous material inventory forms for all reportable hazardous materials on site.	HM02: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
	X		HM03	Failure to update hazardous material inventory within 30 days when one of the following occurs: A) a 100 percent or more increase in the quantity of a previously disclosed material, B) any handling of a previously undisclosed hazardous materials, C) a change of business address, business ownership, or business name.	HM03: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
			HM06	Failure to submit a revised business plan upon a substantial change in handler's operation.	HM06: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
			HM07	Failure to include in the HMBP adequate emergency response procedures for A) a release or threatened release, B) the immediate notification to the CUPA and to appropriate local emergency rescue personnel, C) evacuation and immediate notice for the business site.	HM07: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
			HM11	Failure to submit inventory reports - Activities, Owner/Operator, Hazardous Materials Descriptions and Map pages, if required. Documentation must be resubmitted (for facilities which exceed EPCRA thresholds) or re-certified (for facilities which do not exceed EPCRA thresholds) annually.	HM11: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
			HM13	Failure to review, revise, and recertify the business plan at least once every three years.	HM13: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
			HM15	Owner/Operator failed to complete and/or submit the Business Activities Declaration and/or the Business Owner/Operator Identification page.	HM15: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
X			HM16	Failure to complete and/or submit an annotated site map as required by the CUPA	HM16: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
			HM20	Failure to notify the property owner in writing that the business is subject to the business plan program and has complied with its provisions.	HM20: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
			HM21	Failure to provide a copy of the business plan to the owner or the owner's agent within five working days after receiving a request for a copy from the owner or the owner's agent.	HM21: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
TRAINING					
	X		HM10A	Failure to include an adequate training program in the business plan which is reasonable and appropriate for the size of the business and the nature of the hazardous material handled.	HM10A: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
	X		HM10B	Failure to include provisions in the business plan to ensure that appropriate personnel receive initial and annual training.	HM10B: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
RELEASE/LEAKS/SPILLS					
			HM17	Failure of business to report a release or threatened release of a hazardous material to the CUPA and OES.	HM17: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.
			HM18	Failure to maintain storage area in a manner to prevent discharge to the environment.	HM18: Provide site map to reflect the location of all of the hazardous materials & submit to CEPs.

**POST INSPECTION INSTRUCTIONS: NOTICE TO COMPLY**

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- Corrective action must be demonstrated with proof of compliance within 30 days by completion & submission of the Return to Compliance Statement.
- VIOLATIONS NOTED SHALL BE CORRECTED WITHIN \_\_\_\_\_ DAYS.

Signature (certifying the correction of all violations)

Sign in this box for receipt of this report. Signature does not imply agreement with findings, only receipt of report.

*Kenny Quigley*

Date

**Water System Inspection Report,**  
**July 19, 2012**



Jill S. Yaeger, Director Environmental Health

- FAX (559) 675-8970
- TDD (559) 675-8970
- [envhealth@madera-county.com](mailto:envhealth@madera-county.com)
- [www.madera-county.com/envhealth](http://www.madera-county.com/envhealth)

July 19, 2012



MILLER'S LANDING RESORT  
RICH MILLER  
37976 RD 222  
WISHON, CA 93669

## WATER SYSTEM INSPECTION REPORT

Re: MILLER'S LANDING RESORT, 2000548

Water System Description: 4633 Transient-Non-Community

No. of Connections: 13 Population Served: 230

Inspection Type: Routine

Inspection Conducted By: Ms. Phengphanh Phondeth and Ms. Thongdy Sisounthone

Representing the Water System: Mr. Vern Miller

On May 24, 2012 our Department conducted a compliance inspection of the above referenced facility. A list of the deficiencies with comply by dates and inspection comments are shown below. The findings and directives identified in this report are based on information contained in the water system files, information provided by the water system representatives and observations made during the inspection.

You must take appropriate action to satisfactorily correct the deficiencies and provide any requested documentation by the specified comply by date. When you have completed all corrections and reviewed the inspection comments, please initial each item listed, sign the statement certifying compliance and then return the original to the Environmental Health Department at the address listed above.

### Source-Protections, Physical Comp.& Condition -

4600034682 Comply By: 08/31/2012

Please Initial when Completed or Reviewed:

- The well head shall be properly vented. Install a down-turned and screened well head vent.

Comments-

4600254682 Comply By: 08/31/2012

Please Initial when Completed or Reviewed:

- Other Violation - See Comments Below

Comments- Observed piping, extending from the side of the well casing, with a loose cap. Ensure the piping is capped and water tight.

**Comments-** Prior inspection report noted Well 1 (PS Code 2000548-001) as abandoned. If this well is determined to be used in the future by the water system it shall be properly maintained and the well's status shall be changed to "Inactive." If the owner no longer intends to use this well it shall be properly destroyed. Notify this Department in writing of the decision for the future use of Well 1.

### Finished Water Storage -

4600254683 Comply By: 08/31/2012

Please Initial when Completed or Reviewed:

- Other Violation - See Comments Below

**Comments-** Observed several pipes on the storage tanks that were not screen and down-turned. If the pipe is not being used ensure it is capped with a water tight seal. If the pipe is designated for overflow or venting ensure it is down turned and properly screen to prevent the entry of vermin, insects, etc.

### Water System Management/Operators -

4600284685 Comply By: NA

Please Initial when Completed or Reviewed:

- None

**Comments-** Elevated levels of certain constituents may pose a health risk over a prolonged period of time. Arsenic concentrations in Well 2, taken October 13, 1997, was 170 ug/L. This exceeds the Maximum Contaminant Level (MCL) of 10 ug/L. This does not pose a health risk to the general public, however, this water is not suitable for long term staff. All staff should be notified that the water exceeds the MCL for Arsenic, and informed of the possible health effects associated with said contamination. Staff may then elect to use an alternative source for their drinking water. Arsenic data document is enclosed.

4600064685 Comply By: 08/31/2012

Please Initial when Completed or Reviewed:

- The water system's physical description shall be current and accurate for permitting purposes. Review and update physical description of area served, sources, storage, distribution, treatment and cross connections on the attached "Water System Permit Review" form.

**Comments-**

4600114685 Comply By: NA

Please Initial when Completed or Reviewed:

- Obvious sources of nearby contamination shall continuously be evaluated by the water system. Review of the area revealed no significant changes in land use practices. The main sanitary hazard for this system is from the onsite sewage disposal system and any possible cross connections.

**Comments-**

### Distribution -

4600094686 Comply By: NA

Please Initial when Completed or Reviewed:

- Pressure loss of <5 psi. The regulations require that you sample for coliform bacteria in the affected parts of the system whenever you work on the well, tank, distribution system, or have a pressure loss of <5psi. System should initiate chlorination procedures and flush the distribution thoroughly prior to taking samples. Please label these samples as "special". You must contact the Environmental Health Department if your system experiences any pressure loss as a result of a power outage.

**Comments-**

### Treatment Processes -

4600204689 Comply By: 10/01/2012

Please Initial when Completed or Reviewed:

- Information on treatment equipment, operations and maintenance shall be provided to this Department. Provide manufacturer specification for treatment equipment and a plan for continued operations and maintenance of the system.

**Comments-**

Water is filtered at each building.

Water systems are used at the cabins, store and the shower house to manage the high level of iron. The filters at the shower house are manufactured by American Water Filter model W10-PR. According to Mr. Milling, the filters are changed weekly. The shower house consist of six filters, three (3) 20 micron pre-filters and three (3) 5 micron post filters. The store and some cabins are set up with only one pre and post filter. Other cabins are set up with only a 5 micron filter.

### Monitoring/Reporting and Data Verification -

4600204690 Comply By: NA

Please Initial when Completed or Reviewed:

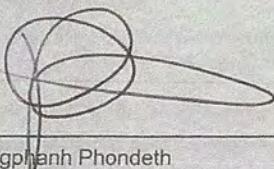
- Cross connection devices and testing. System is to monitor for cross connections on a continual basis and ensure there is an appropriate cross-connection devices at all possible contamination points. Backflow preventers are to be tested and certified by a licensed Backflow Prevention Tester on an annual basis. Submit results to the Environmental Health Department.

#### Comments-

For more information and assistance you may also see the County website at <http://www.madera-county.com>. Go the Environmental Health Department and then pick Drinking Water Program. There are several links to helpful websites.

If you have any questions or comments please feel free to contact our office at the above listed number.

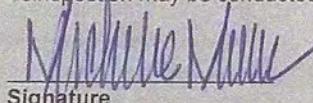
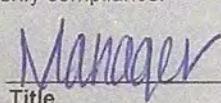
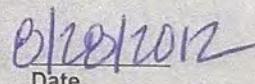
Sincerely,



Ms. Phengphanh Phondeth  
Environmental Health Specialist

### Certification of Return to Compliance

I hereby certify under penalty of law that the initialed violations listed above have been corrected. I understand that a reinspection may be conducted to verify compliance.

  
Signature  
Title  
Date

Comments RE: PG Code 2009542-001 we would like well to be running inactive, we would like it to be available in the future to be running

**Water System Inspection Report,**  
**July 2, 2007**



## Environmental Health Department

Jill S. Yaeger, Director Environmental Health

- (559) 675-7823
- FAX (559) 675-7919
- TDD (559) 675-8970
- [envhealth@madera-county.com](mailto:envhealth@madera-county.com)
- [www.madera-county.com/envhealth/](http://www.madera-county.com/envhealth/)

### WATER SYSTEM INSPECTION REPORT

July 2, 2007

**Date of Inspection:** June 12, 2007

**System Name:** Miller's Landing Resort

**Site Address:** 37976 Rd 222  
Wishon, CA 93639

REOPY

**Operator/Owner:** Kevin Miller

**Permit Date:** 9/28/92

**Overview:** This inspection was conducted by Katie Gardner from Madera County Environmental Health. In attendance was Sam Markham, dock manager and knowledgeable person of the water system.

Regular inspections are required by the contract between the Madera County Environmental Health Department and the State Department of Health Services to regulate small water systems with fewer than 200 connections.

All items below that require corrective actions and/or recommendations must be completed by **September 2, 2007**.

**Source:** The system is served by Source Well #2 (ID #2000548-002) and has an abandoned Well #1 (ID #2000548-001). The water is pumped into two 3,000 gallon plastic tanks and pressurized by three bladder tanks. This system serves a small store with a restaurant and thirteen cabins/condos. Eight of cabin/condos have plumbing and the other five summer cabins share a bathroom-shower building. This resort is open seasonally from April to September and is located on the south shore of Bass Lake.

#### Well #2 (ID #2000548-002)

##### Corrections Required / Recommendations:

1. Modify existing tap to be non-threaded and down-turned.
2. Modify vent on the wellhead to be down-turned and screened.
3. Keep area around well clear of vegetation.

4. This well has exceeded the MCL for Arsenic. Must notify any full time residents or employees of this problem and provide an alternate means of water for their consumption. Provide proof of notification to this department. Enclosed are the health effects for Arsenic that may be added to the current employees' "handbook".

Well #1 (ID #2000548-001)- Abandoned

Corrections Required / Recommendations:

1. Notify this department in writing of the decision for the future use of Well #1.

It was noted that this well is currently disconnected from the system. If this well is determined to be used in the future by the water system it must be properly maintained and the well's status must be changed to "Inactive." If the owner no longer intends to use this well it must be properly destroyed.

Tank and Distribution

Corrections Required / Recommendations:

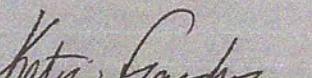
1. Ensure lids on tanks are watertight by caulking all openings with sealant.
2. Screen all vents on the tanks with fine mesh to keep out contaminants.
3. Repair opening on the top of tank as discussed during the inspection.
4. It was noted that a filter system was being used to manage the high levels of Iron.

**Cross Connections:** System is to monitor for cross connections on a continual basis and ensure there are adequate back flow prevention devices at all possible contamination points. Back flow devices are to be checked and certified by a licensed back flow tester on an annual basis. Submit results to the Environmental Health Department.

**Sanitation Survey:** Review of the area revealed no significant changes in land use practices.

Please notify the Environmental Health Department of any changes in the water system including change of ownership, change in operation, additional service connections, changes in population to be served, equipment changes or additional sources. All changes must be approved by the Environmental Health Department prior to being put on-line with this system.

Inspection By:

  
Katie Gardner, REHS

**Water Well Permit, March 31, 1982**

新嘉坡之行，得一奇石，甚为奇伟。

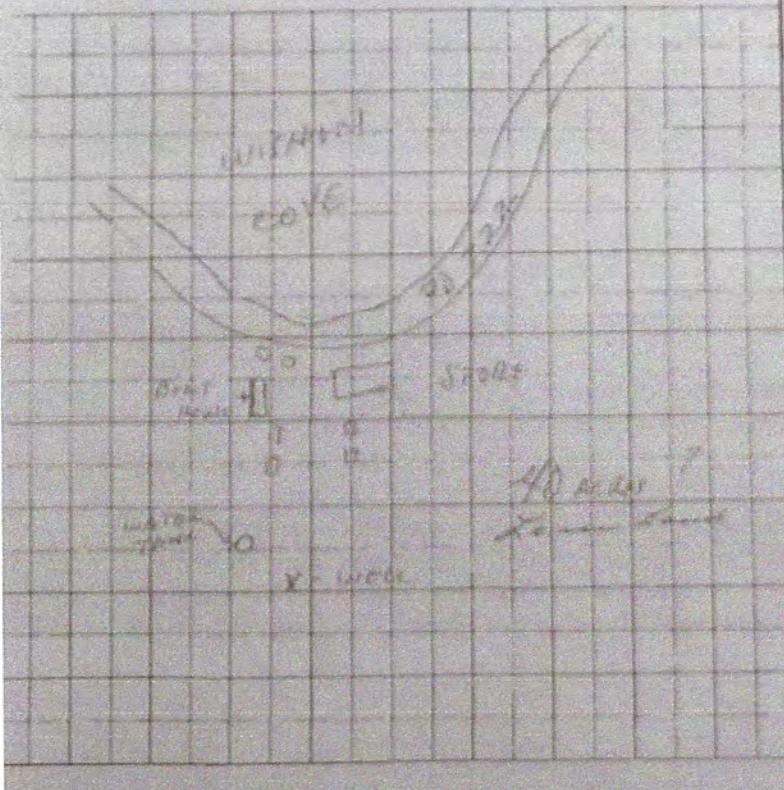
新嘉坡總理府  
新嘉坡門牌號：丁三五  
新嘉坡大律師事務所  
新嘉坡律師公會

第二、在地主富农的压迫下，农民阶级遭受到的剥削，比地主富农还要重，所以要消灭地主富农，就必须首先消灭地主富农的剥削。

Application Date <u>3-5-02</u>	Intended Use <input type="checkbox"/> Private Domestic <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Community System	Type of Work <input type="checkbox"/> New Well <input type="checkbox"/> Reconstruction <input type="checkbox"/> Deactivation <input type="checkbox"/> Repair
Job Address/Location <u>Private residence, Boston</u>		
Owner <u>Rick Mirell</u>		
Address <u>Po Box 22</u>	Construction Information	
Sub-Owner <u>Phone 602-3633</u>	Type of Well <input type="checkbox"/> Cable Tool <input type="checkbox"/> Rotary <input type="checkbox"/> Gravel Pack <input checked="" type="checkbox"/> Hardrock <input type="checkbox"/> Other _____	
Contractor <u>Am-Tech Drilling</u>	Casing Diam. <u>6"</u>	Casing Gauge <u>cal 6</u>
Address <u>10819 Hwy 41</u>	Casing Material <u>PVC</u>	
Phone <u>602-235</u> License No. <u>359866</u>	Annular Seal Material <u>EPDM</u>	Seal Depth <u>60 ft</u>
Signed <u>Deanne L. Scott</u>	Permits expire 6 months from validation date.	

DRAW PLOT PLAN

Show clearance from septic tanks, leach fields, pits, buildings and contamination sources.



FOR OFFICE USE ONLY

Permit No. 22-748

Approved By 

Date 3-21-82

FOR COMMUNITY WELL-BEING ONLY

**Main Office Address:**

四

New Well 526.00 - C - 2

基础物理学实验教材

Well 1216-40

Official Record # 612

WHEEL INSPECTION FORM

### Anular Seal

### Final

### Destruction

◎ 金子

#### **Comments**

~~1000~~ ✓ 200 ✓

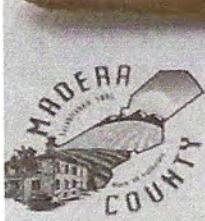
A. K. W. 3816

A. Kelly 3/31/82

**Water Well Permit, October 1, 1997**

Owner's Well No. _____		Date Work Began _____		Ended _____	No. 515771	LATITUDE _____		LONGITUDE _____						
Local Permit Agency _____		Permit No. _____		GEOLOGIC LOG		WELL OWNER _____		APM/TBS/OTHER _____						
ORIENTATION (✓)		VERTICAL	HORIZONTAL	ANGLE	(SPECIFY)	Name _____								
DEPTH FROM SURFACE Ft. to Ft.		DEPTH TO FIRST WATER (FT. BELOW SURFACE)				Mailing Address _____								
DESCRIPTION <i>Describe material, grain size, color, etc.</i>						CITY _____								
<i>Top Cut Section 001</i>						Address _____		WELL LOCATION _____						
<i>Top Cut Section 001</i>						City _____		STATE _____ ZIP _____						
<i>Top Cut Section 001</i>						County _____								
<i>Top Cut Section 001</i>						APN Book _____ Page _____		Parcel _____						
<i>Top Cut Section 001</i>						Township _____ Range _____		Section _____						
<i>Top Cut Section 001</i>						Latitude _____		Longitude DEG MIN SEC NORTH						
<i>Top Cut Section 001</i>						LOCATION SKETCH		DEG MIN SEC WEST						
<i>Top Cut Section 001</i>						<i>Sketch of well location</i>								
<i>Top Cut Section 001</i>						SOUTH		ACTIVITY (✓) NEW WELL						
<i>Top Cut Section 001</i>						Illustrate or Describe Distance of Well from Landmarks such as Roads, Buildings, Fences, Rivers, etc. PLEASE BE ACCURATE & COMPLETE.		MODIFICATION/REPAIR — Deepen — Other (Specify)						
<i>Top Cut Section 001</i>						EAST		DESTROY (Describe Procedures and Materials Under "GEOLOGIC LOG")						
<i>Top Cut Section 001</i>						WEST		PLANNED USE(S) (✓) MONITORING						
<i>Top Cut Section 001</i>						NORTH		WATER SUPPLY — Domestic — Public — Irrigation — Industrial — TEST WELL						
<i>Top Cut Section 001</i>						SOUTH		CATHODIC PROTECTION — OTHER (Specify)						
<i>Top Cut Section 001</i>						DRILLING METHOD _____		FLUID _____						
<i>Top Cut Section 001</i>						DEPTH OF STATIC _____ WATER LEVEL _____		WATER LEVEL & YIELD OF COMPLETED WELL (ft.) & DATE MEASURED _____						
<i>Top Cut Section 001</i>						ESTIMATED YIELD _____ TEST LENGTH _____ (Hrs.)		TOTAL DRAWDOWN (ft.) _____						
<i>Top Cut Section 001</i>						* May not be representative of a well's long-term yield.								
TOTAL DEPTH OF BORING _____ (Feet)		TOTAL DEPTH OF COMPLETED WELL _____ (Feet)		CASING(S)		DEPTH FROM SURFACE		ANNULAR MATERIAL						
DEPTH FROM SURFACE		BORE- HOLE DIA. (Inches)		TYPE (✓) BLANK SCREEN CON. DUCTOR FILL PIPE		MATERIAL/ GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)	DEPTH FROM SURFACE	TYPE			
Ft. to Ft.										Ft. to Ft.	CEMENT (✓)	BENTONITE (✓)	FILL (✓)	FILTER PACK (TYPE/SIZE)
<b>ATTACHMENTS (✓)</b>										<b>CERTIFICATION STATEMENT</b>				
<input type="checkbox"/> Geologic Log <input type="checkbox"/> Well Construction Diagram <input type="checkbox"/> Geophysical Log(s) <input type="checkbox"/> Soil/Water Chemical Analyses <input type="checkbox"/> Other _____										I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief. <b>NAME</b> _____ <small>(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)</small> <b>ADDRESS</b> _____ <b>Signed</b> _____ <small>WELL DRILLER/AUTHORIZED REPRESENTATIVE</small>				
CH ADDITIONAL INFORMATION IF IT EXISTS.										DATE SIGNED _____				
IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM										C-57 LICENSE NUMBER _____				

**Notice of Violation for Water System,  
January 19, 2016**



Community and Economic Development  
Environmental Health Division  
Jill S. Yaeger  
Deputy Director

en  
• 200 W. 4th Street, Suite 3100  
• Madera CA 93637  
• (559) 675-7823  
• FAX (559) 675-7919  
• TDD (559) 675-8970  
• [envhealth@madera-county.com](mailto:envhealth@madera-county.com)

January 19, 2016

MILLER'S LANDING RESORT  
RICH MILLER  
37976 RD 222  
WISHON, CA 93669

Non-Community Water System  
Number of Service Connections : 13  
Population Served : 230

**NOTICE OF VIOLATION**

RE : Bacteriological Sampling - MILLER'S LANDING RESORT  
Storet Group R-010

As the owner/operator of this water system, this letter is a notice to you that the above referenced water system is in violation of the Domestic Water Quality and Monitoring Requirements for bacteriological sampling and reporting (Title 22, Article 3, Section 64424 (d) of the California Code of Regulations). If a water system has one or more total coliform positive samples, the water system shall collect at least five routine samples the following month. **Based on our records you have failed to collect the five routine follow-up samples in the month of July.**

If bacteriological samples were collected, a copy of the lab results should be sent to our office as soon as possible. Results can be mailed to the above address or faxed to (559) 675-7823.

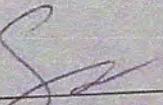
If the sampling was never conducted, you are hereby directed to immediately obtain the five follow-up samples. You are also required to provide public notice of a procedural failure in accordance with the requirements of Enclosure A - Tier 3 Monitoring Violations Annual Notice Template. The Enclosure A template can be found at the following link:

[http://www.waterboards.ca.gov/drinking\\_water/certlic/drinkingwater/Notices.shtml](http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Notices.shtml)

Failure to comply within the prescribed time frame, may result in a formal legal action and you could be subject to fines and penalties as prescribed in the California Health and Safety Code. Also, additional time spent by Environmental Health staff on this enforcement action, including Notice of Violations, will billed at an hourly rate of \$106.00 per hour.

Please contact MADERA COUNTY ENVIRONMENTAL HEALTH DIVISION at  
559-675-7823 if you have any questions.

Sincerely,

  
Sioux Lee Ext. 3414  
Environmental Health Specialist

**PG&E Gas and Electric  
Advice Submittal List  
General Order 96-B, Section IV**

AT&T	East Bay Community Energy Ellison	Pioneer Community Energy
Albion Power Company	Schneider & Harris LLP Energy Management Service	Public Advocates Office
Alta Power Group, LLC	Engineers and Scientists of California	Redwood Coast Energy Authority
Anderson & Poole		Regulatory & Cogeneration Service, Inc.
Atlas ReFuel	GenOn Energy, Inc.	SCD Energy Solutions
BART	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Diego Gas & Electric Company
Barkovich & Yap, Inc.	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Water Power and Sewer Sempra Utilities
California Energy Commission	ICF	
California Hub for Energy Efficiency Financing	IGS Energy	Sierra Telephone Company, Inc.
California Alternative Energy and Advanced Transportation Financing Authority	International Power Technology	Southern California Edison Company
California Public Utilities Commission	Intertie	Southern California Gas Company
Calpine	Intestate Gas Services, Inc.	Spark Energy
Cameron-Daniel, P.C.	Kelly Group	Sun Light & Power
Casner, Steve	Ken Bohn Consulting	Sunshine Design
Cenergy Power	Keyes & Fox LLP	Tecogen, Inc.
Center for Biological Diversity	Leviton Manufacturing Co., Inc.	TerraVerde Renewable Partners
Chevron Pipeline and Power	Los Angeles County Integrated Waste Management Task Force	Tiger Natural Gas, Inc.
City of Palo Alto	MRW & Associates	TransCanada
City of San Jose	Manatt Phelps Phillips	Utility Cost Management
Clean Power Research	Marin Energy Authority	Utility Power Solutions
Coast Economic Consulting	McKenzie & Associates	Water and Energy Consulting Wellhead
Commercial Energy	Modesto Irrigation District	Electric Company
Crossborder Energy	NLine Energy, Inc.	Western Manufactured Housing
Crown Road Energy, LLC	NRG Solar	Communities Association (WMA)
Davis Wright Tremaine LLP	OnGrid Solar	Yep Energy
Day Carter Murphy	Pacific Gas and Electric Company	
Dept of General Services	Peninsula Clean Energy	
Don Pickett & Associates, Inc.		
Douglass & Liddell		