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**PROJECT DESCRIPTION:** Laminar Flow Aeration to Control Invasive Aquatic Plants

**PERMITTEE:** Kirk Woldridge/TKPOA

**FILE #:** EIPC2018-0008

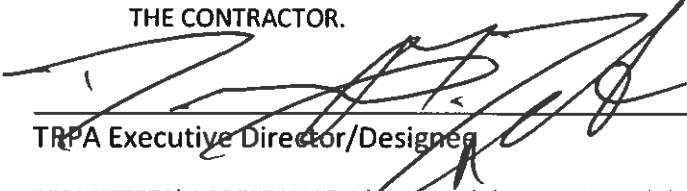
**COUNTY/LOCATION:** City of South Lake Tahoe / Tahoe Keys West Channel/ Six Acre Area of a Lagoon West of Lucerne Way

Having made the findings required by Agency ordinances and rules, the TRPA Hearings Officer approved the project on **December 13, 2018**, subject to the standard conditions of approval attached hereto (Attachment S) and the special conditions found in this permit.

This permit shall expire on **December 13, 2021**, without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Commencement of construction consists of installing aeration equipment. Diligent pursuit is defined as completion of the project within the approved project implementation schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

**IMPLEMENTATION OF THE PROJECT SHALL NOT COMMENCE UNTIL:**

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-PROJECT IMPLEMENTATION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) THE PERMITTEE OBTAINS THE APPROPRIATE CITY PERMIT, IF APPLICABLE. TRPA'S ACKNOWLEDGEMENT MAY BE NECESSARY TO OBTAIN A CITY PERMIT. THE CITY PERMIT AND THE TRPA PERMIT ARE INDEPENDENT OF EACH OTHER AND MAY HAVE DIFFERENT EXPIRATION DATES AND RULES REGARDING EXTENSIONS; AND
- (4) A TRPA PRE-ACTIVITY INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.

  
\_\_\_\_\_  
TRPA Executive Director/Designee

12/18/18  
\_\_\_\_\_  
Date

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

Signature of Permittee(s) \_\_\_\_\_ Date \_\_\_\_\_



days of the project and be due 120 days after the start of the project. Subsequent quarterly reports shall follow the same schedule.

2. The Standard Conditions of Approval listed in Attachment S shall apply to this permit.
3. Prior to permit acknowledgement, the following conditions of approval must be satisfied:
  - A. The permittee shall submit three (3) copies of a detailed site plan that identify diffuser locations with GPS coordinates, and the size and location of the generator housing.
  - B. Specifications for the proposed compressor shall be submitted that include operating decibel levels which do not exceed TRPA Code of Ordinance noise limitations.
  - C. A detailed monitoring plan shall be submitted that includes, at a minimum, the parameters described in Condition 1 above.
  - D. The permittee shall include a project implementation schedule that includes project implementation, operation and completion dates over a three year period.
4. Turbidity levels shall be monitored during the first 24 hours after commencement of the project. If at any time the standard is exceeded, the project activities shall cease and TRPA staff shall be immediately notified.
5. If practical, TRPA staff shall be present during the installation and powering up of the project components. Otherwise, an onsite inspection by TRPA staff shall be required prior to the installation.
6. All equipment placed in the water shall not contain invasive species prior to installation.
7. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.
8. Any normal construction activities creating noise in excess to the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 A.M. and 6:30 P.M.

9. Any change to the project requires approval (except for TRPA exempt activities) of a TRPA plan revision permit prior to the changes being made to any element of the project (i.e. structural modifications, grading, BMPs, etc.). Failure to obtain prior approval for modifications may result in monetary penalties.
10. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or the Permittee.
11. Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. TRPA will have the sole and exclusive control (including the right to be represented by attorneys of TRPA's choosing) over the defense of any claims against TRPA and over their settlement, compromise or other disposition. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

**END OF PERMIT**