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8 **SNOW SUMMIT, LLC**

9 **BEFORE THE HEARING BOARD OF THE**  
10 **SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT**

11 In the Matter of

12 **SNOW SUMMIT, LLC**

13 Petitioner.

Case No.: 4657-3

Facility I.D.: 185352

**DECLARATION OF WADE REESER  
IN SUPPORT OF PETITION FOR  
SHORT VARIANCE**

14 1. My name is Wade Reeser, and I am the Chief Operating Officer of Big Bear  
15 Mountain Resorts, which operates Snow Summit, LLC (“Snow Summit,” the Petitioner) along  
16 with recreation destinations in the area. In this role, I oversee, among other things, all  
17 operations at Snow Summit, including the project to electrify the resort’s snowmaking  
18 equipment (the “Electrification Project” or “Project”). Prior to becoming Chief Operating  
19 Officer, I served in a variety of leadership capacities over the course of my 31 years with the  
20 company, including Vice President of Operations and General Manager, and overseen  
21 numerous complex multi-million dollar projects at the resorts. I was born and raised in Big  
22 Bear Valley and grew up ski racing on the slopes of Snow Summit. I have personal knowledge  
23 of the facts stated herein and, if called as a witness, could and would testify competently thereto  
24 under oath.

25 2. I am familiar with the South Coast Air Quality Management District’s  
26 (“District”) Petition for Short Variance filed on October 28, 2024, in this case (“Petition”),  
27 including the District Rules involved in the Petition.  
28

1 FACILITY AND EQUIPMENT

2 3. Snow Summit is a ski resort that operates in the City of Big Bear Lake, California  
3 located at 880 Summit Boulevard). Since its founding in 1952, Snow Summit has been  
4 Southern California’s most dependable and most visited ski area, averaging approximately 150  
5 days of operations and approximately 500,000-600,000 visitors during a typical winter. As the  
6 largest employer in the Big Bear Valley, the resort is a primary driver of economic success in  
7 the region. On average, visitors to Snow Summit spend \$142 for each ski resort visit alone,  
8 with additional spending at multiple non-resort businesses, including local lodging operators,  
9 retailers, and dining establishments.

10 4. Southern California winter weather is variable, and there has generally not been  
11 sufficient consistent natural snowfall to ensure the ski resort can be fully open for an entire  
12 winter season (approximately mid-November to mid-April). Snowfall is particularly  
13 inconsistent in November and December. Therefore, Snow Summit relies on an extensive  
14 snowmaking system to supplement natural snowfall deficiencies and cover its 240 acres of  
15 skiable terrain throughout the season – conditions permitting – to ensure consistent snow  
16 conditions for visitors, along with reliable employment for the approximately 1,000 winter  
17 season employees.

18 5. The lifeblood of Snow Summit’s operation are its snowmaking abilities, and the  
19 six internal combustion engines that are the subject of this variance petition are the heart of  
20 that operation. The engines are used to drive electrical generators, and the electricity that is  
21 produced is then used to power water pumps and air compressors for the snow making  
22 operations.

23 6. Unlike most other ski resorts with snow making operations the local electric  
24 utility, Bear Valley Electric Services (BVES), has never had sufficient electric generating  
25 resources to provide Snow Summit with the necessary power for snow making operations  
26 when the snow making operations were developed several decades ago. BVES is a  
27 comparatively small utility, serving approximately 24,360 customers in a 32-square mile  
28 service area. Currently, BVES is only able to provide approximately 2.5 megawatts (MW) of

1 power to Snow Summit, which does not approach the nearly 14.5 MW needed for the  
2 snowmaking operations. Therefore, decades ago, Snow Summit installed their own electrical  
3 generating equipment to power the snowmaking operations (and the resort) and the six engines  
4 have been operating on a seasonal basis since then.

5 7. Snow Summit’s electrical generation has been largely self-reliant and has  
6 allowed it to maintain reliable ski conditions despite the variabilities in natural snowfall. This  
7 is particularly important during the early part of the winter season – mid-November through  
8 mid-January – because that time period accounts for 41% of the seasonal visitors to Snow  
9 Summit but only 25% of the natural snowfall. Therefore, it is critical to Snow Summit (and  
10 the surrounding communities) that the ski resort be able to be fully open and operating during  
11 that critical time that includes the winter holidays.

12  
13 **THE ELECTRIFICATION PROJECT**

14 8. I have been overseeing and managing the relationship with BVES in executing  
15 the approximately \$10-million-dollar capital project to electrify Snow Summit’s extensive  
16 snowmaking system. Snow Summit is currently connected to the BVES distribution system  
17 via a small, dedicated and aging 2.5 MVA substation located at the base of the resort which is  
18 being replaced with two substations capable of distributing the 14.5 MW of power need by the  
19 resort. The Electrification Project is a substantial undertaking, involving the construction of a  
20 minimum 14.5 MW power plant and associated substation upgrades in close cooperation and  
21 coordination with BVES. Specifically, the Project would allow Snow Summit to limit its own  
22 generating operations to backup status and instead purchase its electrical power requirements  
23 from BVES.

24 9. Snow Summit has been producing and supplying its own power for decades, but  
25 with the Electrification Project, it is funding and facilitating a public power project to add  
26 power to the grid via a new generating plant and upgraded substations constructed and  
27 operated by BVES, with the power distributed to Snow Summit. Some of the infrastructure  
28 will be constructed on public lands in the San Bernardino National Forest. The Project is being

1 managed and developed by BVES, and although Snow Summit is working closely with BVES  
2 to the extent it is able, Snow Summit does not have direct control over the Project.  
3 Additionally, being a public power project implemented by a public utility on a project site  
4 that is approximately 90% United States Forest Service (USFS) land, there are numerous third-  
5 party regulatory processes involved, including necessary engagement with and approvals from  
6 the California Public Utilities Commission (PUC) and the USFS, among other agencies.  
7 Additionally, being located in a steep mountain area, parts of the project (including the upper  
8 substation and connecting infrastructure) require specialized heavy equipment and favorable  
9 conditions to allow for safe access and construction work. (See Attachment A for showing the  
10 project area.) In short, Snow Summit has been funding and advancing a complex project, in  
11 close partnership with a strictly regulated public entity who is the *actual* project manager, and  
12 helping to shepherd it through a highly bureaucratic process involving numerous agency  
13 stakeholders.

14 10. Although Snow Summit’s electrical generation facility has reliably supported its  
15 snowmaking operation for decades, Snow Summit had been planning for some time to  
16 overhaul the generating equipment, given the age of the equipment. While many factors  
17 motivated Snow Summit to take numerous concrete steps to develop the Electrification Project  
18 beginning in the 2015 to 2016 timeframe (though discussions with BVES had begun even  
19 earlier), planning for the RECLAIM exit transition was significant factor in developing the  
20 Project’s timeline. (Indeed, a 2019 internal Best Available Retrofit Control Technology  
21 [“BARCT”] analysis demonstrated it was not cost effective to retrofit decades-old diesel  
22 engines, and reinforced Snow Summit’s commitment to the Electrification Project.)

23 11. Being both a RECLAIM and Title V facility, Snow Summit has been an active  
24 stakeholder in the relevant RECLAIM exit rulemaking – including the rules at issue here -  
25 regularly participating in working groups and providing comments and input. Snow Summit,  
26 often through its technical consultants at Yorke Engineering, is an engaged and active member  
27 of the regulated community and has worked diligently to provide input on the RECLAIM exit  
28 rules that apply to the resort.

1           12. Through this process, Snow Summit has fostered what we feel to be a very  
2 productive working relationship with District staff over the years, including during the  
3 development of amended Rules 1100 and 1110.2, which are relevant to the variance and  
4 generators here. In particular, during the development of the rule amendments in 2019 and  
5 2020, Snow Summit communicated with staff about the potential impact of the rule  
6 amendments as well as the Electrification Project that was by then underway. Ultimately,  
7 provisions in the rule accounted for the unique requirements of the seasonal snowmaking  
8 needs. This included the provision in Rules 1100(d)(9)(A) and 1110.2(d)(1)(B)(vi) allowing  
9 for up to 500 hours of annual operating time for certain Low-Use Engines, like the generators  
10 powering Snow Summit’s snowmaking operations, so long as they met specified emissions  
11 limits for that category (which Snow Summit’s engines do). The amended rules also included  
12 requirements that would be triggered if the Low-Use Engine hour limit were exceeded,  
13 including requiring that they be decommissioned, retrofitted, or repowered and, if operating,  
14 they be brought into compliance with more stringent NOx limits within a specified timeframe.  
15 (Rules 1100(d)(9)(B) and 1110.2(e)(9).) With Snow Summit’s Electrification Project projected  
16 to be completed by the winter of 2023-2024 or, in the “worst case” by 2024-2025, Snow  
17 Summit believed it could meet the 500-hour annual operating limits and still be able to keep  
18 the ski resort fully open and operational. Unfortunately, as explained in more detail below,  
19 despite the best efforts of Snow Summit and BVES, a number of circumstances arose that will  
20 now prevent the Electrification Project from being completed in time for this winter season.

21           13. We are requesting this variance to allow for Snow Summit to exceed the 500-  
22 hour annual limit by up to an additional 300 hours *if needed*, and to allow for these generators  
23 to continue to operate under the applicable Low-Use Limit once the Electrification Project is  
24 completed by next year.

25  
26                           **SNOW SUMMIT WILL BE IN VIOLATION OF DISTRICT RULES**

27           14. Snow Summit’s Title V Permit Condition C1.6 limits annual operating time for  
28 the six engines to 500 hours. Because Snow Summit has already used its generators for

1 approximately 300 hours each to support snowmaking operations during the end of the rainy  
2 winter of 2023-2024, at the time of this declaration, the engines only have approximately 200  
3 remaining hours each with which to support snowmaking operations in the critical mid-  
4 November to December holiday ski season – a time when natural snowfall is insufficient to  
5 open the mountains. As described below, it is absolutely critical to Snow Summit that the resort  
6 be fully open during the winter holidays. Historically, we have had to run snowmaking  
7 equipment during the mid-late-November and December time period in order to provide  
8 skiable terrain for visitors. Weather conditions, including temperature and humidity, dictate  
9 how much snow we need to make. We anticipate that, in order to fully open the resort, we will  
10 exceed the 500-hour annual limit. We are requesting, based on historical weather and  
11 snowmaking needs, that we be allowed up to an additional 300 hours during this calendar year,  
12 although we may not need that many hours. However, exceeding 500 hours annually will  
13 violation the specified permit limit.

14 15. Snow Summit will also be in violation of Rule 1100(d)(9)(A) and Rule  
15 1110.2(d)(1)(B)(vi). These provisions specify, respectively, that Low-Use Diesel-Fired  
16 Electrical Generators at Ski Resorts must not exceed 500 hours of annual operating time, and  
17 that Low-Use Engines (defined as less than 500 hours of operating use annually) must comply  
18 with the emission concentration limits listed in Table II of Rule 1110.2. Because Snow Summit  
19 anticipates exceeding the 500-hour annual limit, we will be unable to comply with these  
20 requirements.

21 16. Snow Summit will also be in violation of Rule 1100(d)(9)(B), which requires  
22 that if Low-Use Engines do exceed 500 hours then they must be decommissioned, retrofitted,  
23 or repowered, and which cross-references Rule 1110.1 for specific parameters regarding the  
24 units. Rule 1110.2(e)(9) in turn requires that engines exceeding the 500-hour low use threshold  
25 must be brought into compliance with applicable NOx limits and other criteria within the  
26 timeframe specified in the rule, including Table VI of the rule. Snow Summit will be in  
27 violation of both of these rules because even after the Electrification Project, it needs to retain  
28 these engines to supply backup power in the event of grid-related power delivery issues. For

1 reasons explained more fully below, Snow Summit is unable to meet the requirements of  
2 retrofitting these large, complex pieces of equipment, nor can it feasibly replace them.

3 17. Operation of the generators in violation of the rules above is also a violation of  
4 rules of general applicability, as follows: Rule 203(b), which requires equipment to be operated  
5 in accordance with specified conditions of said permit, and Rules 2004(f)(1) and 3002(c)(1),  
6 which require operation of RECLAIM and Title V facilities (respectively) and all equipment  
7 located at a Title V facility in compliance with all terms, requirements and conditions specified  
8 in the Title V permit at all times.

9  
10 **CIRCUMSTANCES BEYOND SNOW SUMMIT’S REASONABLE CONTROL**

11 **PREVENT COMPLIANCE WITH RULE AND PERMIT CONDITIONS**

12 18. Snow Summit had reasonably expected that its project to electrify its  
13 snowmaking operations would have been completed well before the start of the 2024-2025 ski  
14 season (and indeed the working deadline up until last year was that the Project would be  
15 completed by the 2023-2024 season), but due to a variety of circumstances beyond its control  
16 – including third-party approvals, the pandemic and natural disasters, including extreme winter  
17 weather and the recent Line Fire – we have come to the realization that there is no way to  
18 advance the electrification project in time to curtail its use of the six engines in November and  
19 December. Therefore, Snow Summit must be able to operate the engines beyond the 500-hour  
20 annual limit over the months of November and December in order to ensure it can be fully  
21 operational during this key time when there is often very little natural snow.

22 19. As mentioned above, by the time the relevant RECLAIM exit rules were  
23 amended in 2019 and 2020, the Electrification Project was well underway. Snow Summit and  
24 BVES had been working in partnership on the Project since the 2015-2016 timeframe, and  
25 BVES had already (in 2018) gone through a procedure by which the PUC authorized BVES  
26 to grant Snow Summit’s request for the provision of supplemental service, along with the  
27 replacement of the substations, provided the costs for the project were borne by Snow Summit.  
28 BVES thereafter had to follow necessary application procedures with the PUC to advance the

1 process, while Snow Summit remained engaged to the extent permitted by the utility’s  
2 regulatory mechanisms.

3         20. With initial PUC authorizations in place by February 2020, Snow Summit and  
4 BVE had committed to entering into a binding agreement by the end of that year that would  
5 detail the project scope and development plan. In April 2020, in the early days of the Covid-  
6 19 pandemic, BVES published a request for proposal (RFP) for the Snow Summit. Still,  
7 progress was slowed during the first year of the pandemic due to the challenges we were all  
8 navigating at that time.

9         21. Nonetheless, Snow Summit continued working diligently to advance the Project,  
10 and by the second year of the pandemic, in November 2021, had entered into the project  
11 agreement with BVES as they had committed to in February 2020.

12         22. In the 2021 timeframe, given how far along the Project planning and approvals  
13 were, the Project was estimated to be completed by last winter - the 2023-2024 ski season.  
14 That took into account the on-the-ground work done before the 2022-2023 winter season, and  
15 assumed work would resume on schedule after that winter’s snowmelt. By late February 2023,  
16 BVES had completed the necessary applications to the US Forest Service for their review.  
17 However, beginning late February 2023 (so during the end of the 2022-2023 winter season), a  
18 record-setting series of blizzards dropped 11 feet of snow in the San Bernardino mountains  
19 over the course of two weeks – a disaster that left individuals trapped in their homes for days  
20 on end without power, food, or supplies. This disaster slowed progress on the electrification  
21 project as well. BVES was understandably focused on restoring power and damaged  
22 infrastructure, while Snow Summit was focused on ensuring the safety of its slopes and  
23 surrounding resort areas, including its own employees and visitors.

24         23. Based on the prior project planning, completion by this winter – the 2024-2025  
25 ski season – had been, we believed, a “worst case scenario,” and indeed the unforeseen and  
26 disastrous blizzards resulted in having to operate under that “worst case scenario” project  
27 timeline. And up until this past September 2024, we believed that at least completing the  
28 Project under this timeline was still possible.



1           24. By July of 2023, BVES was deciding between two vendors who could complete  
2 the Project. The more expensive substation vendor – Elgin Power Solutions (“Elgin”) –  
3 promised the more aggressive schedule, committing to completing the Project in 56 to 60  
4 weeks by August/September 2024, in time to power up the substations by the 2024-2025  
5 season. Since the agreement between BVES and Snow Summit provided that the Project costs  
6 were being borne entirely by Snow Summit, Snow Summit made the schedule-driven (not  
7 cost-driven) selection of Elgin to complete the Project.

8           25. Meanwhile in 2023, after submitting the necessary applications earlier that year,  
9 the Forest Service application review process moved slowly, despite regular prompting from  
10 Snow Summit and its affiliates. In February 2024, nearly one year after the application was  
11 deemed complete, Snow Summit came to understand (via communications shared with it by  
12 BVES) that the Forest Service was very short-staffed, lacking a regional permit administrator,  
13 biologist and botanist. Moreover, a biologist and botanist would need to walk the site but would  
14 need to wait for the snow to melt later in the spring. BVES offered to facilitate the Forest  
15 Service’s use of their consultant biologist. Ultimately, the USFS issued preliminary approvals  
16 to allow for obtaining long lead-time items and letters of credit (the formal approval came  
17 months later), but the delay due to staffing and weather meant that construction would need to  
18 be completed over the summer and fall of 2024, rather than over two summers in 2023 and  
19 2024. Still, completing construction in 2024 remained feasible and Snow Summit and BVES  
20 worked diligently to advance the project.

21           26. Despite the challenges outlined above, Snow Summit still believed it was  
22 possible for the vendor and contractor to deliver on the promised completion date of September  
23 2024, in time for this year’s ski season. We understood that through late spring and summer  
24 of this year, BVES had been pushing the vendor, Elgin, for certainty and confirmation of the  
25 construction schedule and delivery of the substations. However, in July 2024, the Elgin  
26 reported to BVES that it expected delays due a supplier who could not ship the necessary  
27 transformers by the required deadlines. BVES relayed this delay to Snow Summit and pushed  
28 back on the Elgin, reminding them that the purchase order promised delivery of the substations

1 in the fall, and that time would need to be made up elsewhere. However, Elgin pointed out that  
2 the delay in the transformer vendor was beyond their control as well, and that the transformers  
3 would not be able to ship until October and December 2024, (meaning that the substations  
4 would have to ship 3-4 weeks later).

5 27. BVES and Snow Summit continued to push the Elgin for a solution that would  
6 allow the Project to be completed in time for this year's ski season. The Project will be  
7 employing skid-mounted substations, which reduces the civil engineering work required and  
8 allows for quick and easy deployment and on-site commissioning. We discussed installing the  
9 substations first so that some wiring could start to be connected and putting the transformers  
10 in after the substation installation, even though that was contrary to Project design and  
11 planning. However, the vendor was not comfortable proceeding with the approaches discussed,  
12 given that the transformers are a key component of the substations they are supplying.

13 28. Work continued through this past summer and into the fall on the Project, both  
14 on the ground and in communication with agencies. High-voltage lines and conduit were  
15 installed, slabs were poured, and the site readied to the extent it could be. Additionally, BVES  
16 engaged in communications with oversight agencies, including Caltrans, regarding necessary  
17 permits for oversized loads bringing heavy equipment along the winding mountain roads to  
18 Big Bear.

19 29. However, on September 5, the Line Fire broke out, spreading rapidly and  
20 ultimately burning nearly 44,000 acres and triggering mandatory evacuation orders and  
21 warning in Big Bear and the surrounding communities. Project construction activities paused  
22 for two weeks during this time, resuming on September 20 (even though the fire was still  
23 actively burning, although by then it was 53% contained).

24 30. The Project faced another unexpected hurdle when, on October 9, after waiting  
25 two months for an approval, Caltrans denied BVES' permit application to allow transport on  
26 Highway 38 of the oversized equipment and materials, including mobilization of the remaining  
27 three of the eight 50,000-lb underground vaults that the project still required in the steeper area  
28 of the mountain. The solution quickly agreed upon is to use the longer route via Interstate-15

1 and Highway 18. Although this hurdle was overcome, it added to cumulative delays in  
2 mobilizing equipment and it became apparent that Snow Summit would not be able to power  
3 the substations in time to replace the power supplied by its six engines.

4 31. Our air quality consultant, Yorke Engineering, had been in touch with the District  
5 staff regarding our concerns about being able to complete the Electrification Project in time to  
6 avoid the likelihood of exceeding the 500-hour operating time limit on the engines, alerting  
7 them that we would likely be requesting variance relief. We then worked quickly to file the  
8 Petition for a Short Variance on October 28, 2024 in order to allow us to run our engines.

9 32. Since filing the variance Petition, Snow Summit and BVES have continued to  
10 advance the Project. In the most recent construction meeting with BVES and the on-site civil  
11 works contractor Outsource Utility Corporation (“Outsource”) on November 7th, BVES and  
12 Outsource informed us that Elgin notified them that the upper transformer is delayed by  
13 another week, and that Elgin warned that delivery to the site could be further delayed if there  
14 is any mild weather because of the weight of the equipment to be shipped.

15 33. The engineering on the lower substation is completed so work on the retaining  
16 wall is now beginning. Once the retaining wall is complete, construction can continue on  
17 preparations for the substation installation. However, work during the winter season will be  
18 slowed or stop altogether because of inaccessibility. Snow Summit will be facilitating work  
19 to the extent BVES and the contractors feel it can be accomplished. (See Attachment B.)  
20 Outsource is planning on storing the transformers and substations at their facility off the  
21 mountain if weather precludes their installation. Snow Summit will work BVES will continue  
22 to push Outsource to perform to the extent it can, although as stated previously Outsource, like  
23 Elgin, are hired by and report to BVES.

24 34. We continue to work diligently with BVES to advance the Project as much as  
25 possible before significant natural snowfall occurs. However, it now is beyond Snow Summit’s  
26 reasonable control to comply with the above-referenced rules without significant harm to  
27 Snow Summit (and a corresponding impact on the surrounding community).

28 ///

1 **SNOW SUMMIT MUST RUN ITS ENGINES BEYOND**

2 **THE 500-HOUR ANNUAL LIMIT IN NOVEMBER AND DECEMBER:**

3 35. BVES cannot supply sufficient power – and there is not sufficient infrastructure  
4 – to supply even part of the power needed for snowmaking capabilities. Due to the existing  
5 infrastructure, including the 2.5MW substation and the power generation capabilities, BVES  
6 cannot provide sufficient – or sufficiently reliable – power to replace the need to run the six  
7 engines for snowmaking activities needed in November and December.

8 36. Snow Summit must be able to operate its entire snowmaking system at this key  
9 point in the season, in preparation for the holiday busy time. Given the anticipated lack of  
10 snowfall in November and December, along with the importance of the holiday ski season for  
11 Snow Summit (and the surrounding communities), the ski resort must be able to fully open by  
12 ensuring its skiable terrain has snow, weather conditions permitting. As explained above, the  
13 period between mid-late November and early-mid January accounts for 41% of Snow  
14 Summit’s revenue during the year, but historically only 25% of seasonal snowfall has occurred  
15 during that timeframe. Therefore, it is critical that Snow Summit be able to fully operate its  
16 snowmaking equipment to cover all of its skiable terrain during that time. Only opening part  
17 of the resort during that time would have an outsized impact on visitation and revenue in that  
18 timeframe (and of course there are ripple effects felt by the City of Big Bear Lake and the  
19 community’s businesses).

20 **SNOW SUMMIT CANNOT COMPLY WITH RULE REQUIREMENTS TO DECOMMISSION**

21 **OR RETROFIT ITS ENGINES IF IT EXCEEDS THE 500-HOUR ANNUAL LIMIT:**

22 37. As mentioned earlier, a 2019 internal BARCT analysis conducted by Yorke  
23 Engineering assessed the cost effectiveness of retrofitting the six engines, even though by this  
24 time Snow Summit was committed to the electrification project. The conclusions of the  
25 analysis were that BARCT was above cost effectiveness thresholds under various scenarios,  
26 underscoring the importance of proceeding with the electrification project with all due haste.  
27 Undoubtedly, the cost effectiveness now – as compared to five years ago – would be even  
28 further beyond the threshold. Snow Summit is nearly at the finish line of a substantial ~\$10

1 million capital project, and it would be infeasible and impractical to spend millions more to  
2 retrofit engines that it intends to relegate to backup generator status as soon as next year.

3 38. Snow Summit cannot decommission its six engines because they will need to  
4 remain online in a backup capacity. Bringing a ~14.5 MW power plant and new substations  
5 online will come with some uncertainty. Moreover, even the largest utilities with widespread  
6 infrastructure suffer some instability, and BVES is no exception. Because snowmaking can  
7 only be conducted when temperature and humidity conditions are optimal, Snow Summit must  
8 retain the ability to conduct snowmaking even if there is an interruption in grid power on the  
9 new system. Therefore, once the electrification project is operational, the engines will remain  
10 online but they will only be used in a backup capacity.

11  
12 **FAILURE TO OBTAIN VARIANCE RELIEF WILL HARM SNOW SUMMIT**

13 39. Being able to fully open the ski resort in time for the November-December  
14 holiday ski season is of critical importance for Snow Summit (it is also an economic engine  
15 for the nearby mountain communities). Based on a review of historical data, Snow Summit  
16 takes in 41% of its seasonal revenue during November, December and the first two weeks of  
17 January, yet only 25% of seasonal snowfall occurs during that time period, so revenue is highly  
18 dependent on snowmaking ability during the last two months of the year.

19 40. Based on a review of recent visitor data correlated with poor snowfall or late  
20 season opening, we estimate that if our snowmaking abilities are limited, Snow Summit could  
21 experience 10% and 25% fewer visitors to the resort than expected, resulting in a potential  
22 revenue loss ranging from approximately \$4.3 million to \$10.6 million. This is a significant  
23 economic impact to Snow Summit, as well as to the city of Big Bear Lake's tax revenue and  
24 the secondary benefits to the area.

25 41. Additionally, if the resort cannot fully open due to impaired snowmaking ability,  
26 we anticipate that we would be unable to employ 194 individuals, who otherwise would have  
27 full-time positions at the resort over the winter season.

28 42. Finally, as explained above, it is not economically feasible to retrofit or replace

1 the existing engines that will operate as backup engines (within the 500-hour use limit)  
2 beginning next winter season, when the Electrification Project is complete. And Snow Summit  
3 cannot decommission these engines without any replacement because doing so would mean  
4 there are no redundancy measures in place in case of power supply interruptions or other  
5 unforeseen issues. Snow Summit has been successfully self-reliant for its power needs for  
6 decades, and will need to maintain the same level of reliability for its customers as it has been  
7 providing.

8  
9 **CURTAILMENT WAS CONSIDERED**

10 43. Curtailment was considered, but it is not a workable solution considering the  
11 importance of this short but critical time period of November and December to Snow Summit's  
12 annual revenue. Any significant limitation of the ability to conduct full snowmaking operations  
13 and would have the same economic and employment impacts as if the variance were not  
14 granted, and would thus have an outsized impact on Snow Summit (and the surrounding area).

15 44. However, as explained above, although we cannot curtail use of the engines  
16 themselves, we are taking other measures to ensure that the Project moves continued to  
17 diligently pursue completion of the project to the extent, including facilitating continued work  
18 through the winter season to the extent feasible.

19  
20 **COMPLIANCE DURING VARIANCE PERIOD**

21 45. I have reviewed the proposed conditions applicable during the variance period  
22 and Snow Summit is prepared to comply with them. Based on historical use of the engines,  
23 we believe that the 300 additional hours (for a total of 800 hours in this calendar year) will be  
24 sufficient during the remaining six weeks of the calendar year, and depending on weather we  
25 may not even need all 300 hours.

26 46. Additionally, we agree with the Daily Excess Emissions calculation proposed by  
27 the District. The estimates are based on 24 hours of continuous usage for all engines, but we  
28 do not expect to need the engines every day of the variance period, nor for 24-hour periods at

1 a time. The actual excess emissions may be much less if favorable weather conditions occur  
2 during the variance period. Please refer to the Declaration of John Furlong for specific  
3 information regarding the excess emissions themselves and the calculations.

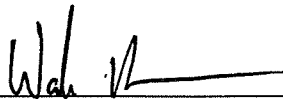
4 47. Every effort will be made to only use the engines if favorable weather conditions  
5 do not occur. If favorable weather conditions occur and we have abundant natural snowfall,  
6 then the use of the engines will be scaled back.

7 48. The six engines are all equipped with hour meters. Snow Summit will plan to  
8 calculate the excess emissions based on the number of running hours during the variance  
9 period.

10 49. Snow Summit will achieve compliance with the start of a new calendar year, on  
11 January 1, 2025, when the 500-hour limit resets. Additionally, the substation project that will  
12 eventually supply the necessary electrical power from the grid will be completed in 2025, in  
13 time for the 2025-2026 winter season.

14  
15 I declare under penalty of perjury under the laws of the State of California that the  
16 foregoing is true and correct to my personal knowledge.

17  
18 Executed this 14th day of November, 2024, in the County of San Bernardino  
19 State of California.

20  
21   
22 \_\_\_\_\_  
23 Wade Reeser  
24  
25  
26  
27  
28

# Attachment A



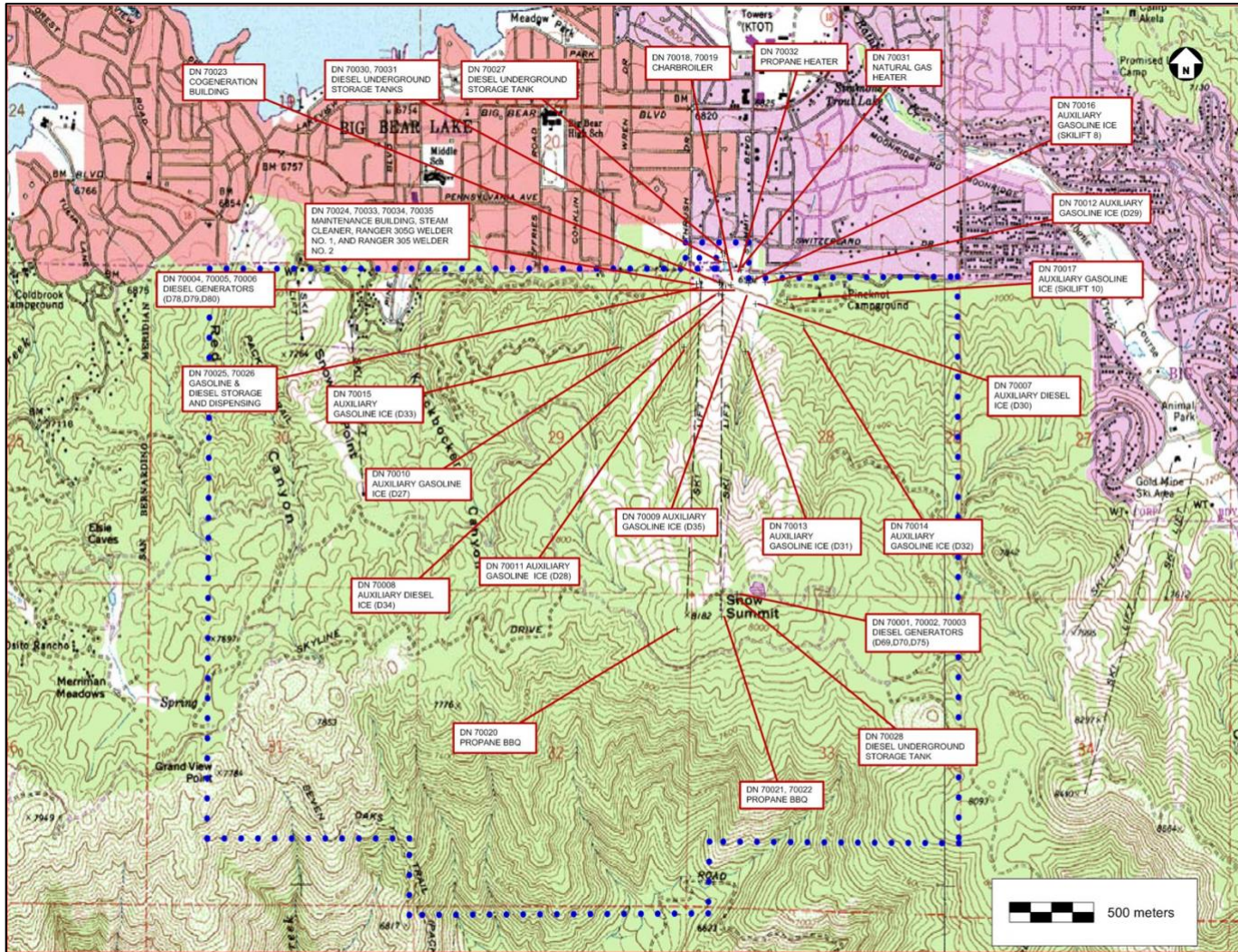
# Snow Summit Mountain Map







Figure 1 – Source Location Map



Snow Summit, LLC  
880 Summit Boulevard  
Big Bear Lake, California

Base Map Link: [DWG-610](#)

# Attachment B



Bear Valley Electric Service, Inc.  
P.O. Box 9028  
San Dimas, CA 91773-9028  
A Subsidiary of American States Water Company

November 14, 2024

Snow Summit, LLC  
880 Summit Blvd.  
P.O. Box 77  
Attn: President & COO  
Big Bear Lake, California 92315  
Email: [wreeser@bbmr.com](mailto:wreeser@bbmr.com)

Subject: Added Facilities Project

Bear Valley Electric Service, Inc. (“BVES”) and Snow Summit, LLC (“Snow Summit”) entered an Added Facilities Agreement on August 29, 2022 for BVES to conduct the following project:

1. Installation of a 10 MVA 34.5 kV to 4.160 kV skid-mounted substation in the vicinity of the Snow Summit Main Generating Facility at the base of the Snow Summit resort. This substation will be referred to as Summit Base Substation. This portion includes constructing the interconnect between the Summit Base Substation and the Snow Summit internal facility switchgear located at the Main Generating Facility to support snowmaking and resort operations as well as the interconnect between the Summit Base Substation and the BVES Summit Residential Circuit.
2. Installation of a 10 MVA 34.5 kV to 4.160 kV skid-mounted substation in the vicinity of the Snow Summit Soko Generating Facility at the top of the Snow Summit Mountain. This substation will be referred to as Summit Top Substation. This portion includes constructing the interconnect between the Summit Top Substation and the Snow Summit internal facility switchgear located at the Soko Generating Facility to support snowmaking and resort operations.
3. Installing the following 34.5kV underground cables:
  - Base to the Summit Top Substation. Underground design will include spare and communication conduit.
  - Across the Snow Summit Resort parking lot to feed both the Summit Base Substation and 34.5 kV underground circuit feeding the Summit Top Substation.

Since the project work is mostly on U.S. Forest Service (USFS) land, BVES engaged the USFS to obtain the appropriate clearances to conduct the work. As the permitting process progressed and appeared to be heading to favorable outcome, Snow Summit and BVES amended the Added Facilities Agreement on August 17, 2023 to allow BVES to procure long lead items (transformers, regulators, switchgear and control equipment) for the two substations and the equipment was placed on order. On May 22, 2024, the USFS issued a Decision Memorandum allowing the project to proceed. BVES’s contractor immediately began installing the