

Final April 22, 2004 Signature Version

**UPPER NORTH FORK FEATHER RIVER
PROJECT
FERC Project No. 2105**

**Project 2105 Relicensing
Settlement Agreement**

April 22, 2004

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**Upper North Fork Feather River Project
FERC Project No. 2105**

Relicensing Settlement Agreement

1. Introduction

1.1 **Parties.** This SETTLEMENT AGREEMENT ("Settlement") is made and entered into pursuant to Federal Energy Regulatory Commission ("FERC") Rule 602, 18 CFR § 385.602, by and among Pacific Gas and Electric Company ("Licensee"), the United States Department of Agriculture Forest Service ("FS"), the California Department of Fish and Game ("CDFG"), American Whitewater ("AW"), Plumas County ("Plumas"), Chico Paddleheads ("CP"), Shasta Paddlers ("SP"), Mountain Meadows Conservancy (MMC), and California Sportfishing Protection Alliance ("CSPA") each referred to individually as a "Party" and collectively as "Parties."

The Parties to this Settlement agree as follows:

1.2 Recitals

1.2.1 On October 23, 2002, Licensee filed with the Federal Energy Regulatory Commission ("FERC") an application for a New Project License for the Upper North Fork Feather River Project, FERC Project No. 2105 ("Project") located on the North Fork Feather River ("NFFR") in Plumas County, California.

1.2.2 Prior to filing its application for a New Project License the Licensee consulted with the Parties and other individuals and organizations in development of the studies, data, and other material presented in the application.

1.2.3 In 2002, Licensee and the Parties met and agreed to engage in discussions to resolve issues and agree on PM&E measures appropriate for the relicensing of the Project. This group, sometimes referred to as the 2105 Licensing Group, engaged in collaborative discussions and is referred to in this Settlement as the "Collaborative." This Settlement is an end product of the Collaborative's work.

1.2.4 State Water Resources Control Board ("SWRCB") staff has participated in the Collaborative in order to provide the Parties with guidance concerning the SWRCB's regulatory requirements and in furtherance of the SWRCB's policy to promote voluntary settlement agreements. However, the SWRCB cannot prejudge the Licensee's request for water quality certification pursuant to Section 401 of the Clean Water Act (33 USC §1341[a][1]) ("401 Certification") in connection with this relicensing proceeding and therefore can not execute this Settlement.

1
2 **1.3 Effective Date of Settlement.** This Settlement becomes effective as of
3 April 22, 2004.
4

5 **1.4 Term of Settlement.** The term of this Settlement shall commence on the
6 Effective Date and shall continue (unless terminated as otherwise provided herein) for the
7 term of the New Project License (subject to FERC's reserved authority under the New
8 Project License to require modifications), plus the term(s) of any annual license(s) which
9 may be issued after the foregoing New Project License has expired, or until the effective
10 date of any FERC order approving surrender of all or part of the Project under the Federal
11 Power Act (FPA).
12

13 **1.5 Definitions.**
14

15 **401 Certification:** See Paragraph 1.2.4.

16 **Accessible:** A recreation or other facility or site element that meets
17 **ADAAG.**

18 **ADAAG:** Americans With Disabilities Act Accessibility Guidelines.

19 **ADR:** Alternative Dispute Resolution - see Paragraph 4.8.1.

20 **AF:** acre-foot of water.

21 **Basic Ramping Rate:** See Appendix A, Section 1, Paragraph 6.

22 **Basin Plan:** The Water Quality Control Plan for the Central Valley
23 Region, the Sacramento and San Joaquin River Basins.

24 **Belden Reach:** The portion of the NFFR between Belden Forebay Dam
25 and Belden Powerhouse.

26 **Beneficial Use:** Those uses designated as Beneficial Uses for the North
27 Fork Feather River in the Basin Plan, as may be amended.

28 **Block Loading:** Operational mode of a powerhouse in which the
29 generation capacity (and resulting cfs release) is held at or near a
30 constant level for an extended period of time.

31 **CD:** Critically Dry Water Year Type as defined in Appendix A, Section 4.

32 **cfs:** cubic feet per second.

33 **Collaborative:** See Paragraph 1.2.3.

34 **Controlled Spill:** Release of water from a Project reservoir at times when
35 the release could have otherwise been controlled (not spilled) by
36 increasing the flow through the generating units or controlling
37 inflows by controlling releases from upstream reservoirs.

38 **CWA:** (Clean Water Act) The federal Water Pollution Prevention and
39 Control Act, 33 U.S.C. § 1251 *et. seq.*, as may be amended.

40 **Disputing Party; Disputing Parties:** See Paragraph 4.8.1.

41 **Dry:** Dry Water Year Type as defined in Appendix A, Section 4.

42 **Effective Date:** See Paragraph 1.3.

43 **Emergency:** An event that is reasonably out of the control of the Licensee
44 and requires Licensee to take immediate action, either unilaterally or
45 under instruction by law enforcement or other regulatory agency
46 staff, to prevent imminent loss of human life or substantial property

- 1 damage. An emergency may include, but is not limited to, natural
2 events such as landslides, storms or wildfires, malfunction or failure
3 of Project works, and recreation accidents.
- 4 **ESA:** Federal Endangered Species Act, 16 U.S.C. §1531 *et seq.*, as may be
5 amended.
- 6 **FPA:** Federal Power Act 16 U.S.C. §791a *et seq.* as may be amended.
- 7 **FWS:** United States Department of the Interior Fish and Wildlife Service.
- 8 **Good Faith:** Honesty of purpose, free from intention to defraud, faithful to
9 one's duty or obligation.
- 10 **Heavy Maintenance:** Maintenance or reconditioning that arrests
11 deterioration and appreciably prolongs the life of the property. From
12 an accounting standpoint, the expenditures may be capitalized.
13 Examples include installing a new roof, new floor, or new siding,
14 replacing electrical wiring or heating systems, repairing or replacing
15 pipes, pumps or motors, repairing or maintaining government
16 property threatened or damaged by heavy snow or ice, repairing or
17 maintaining the paths, lands, walks, roads, or walls adjacent to other
18 government-owned structures, and performing exterior painting or
19 refinishing.
- 20 **I&E:** Interpretation and Education.
- 21 **Inconsistent License:** A New Project License which (a) materially
22 modifies the PM&E measures stated in Appendix A or Appendix B,
23 (b) fails to include all PM&E measures in Appendix A that fall
24 within the jurisdictional authority of the issuing agency, or (c)
25 includes additional PM&E measures related to Resolved Subjects
26 beyond those in Appendix A or Appendix B.
- 27 **Licensee:** The owner of the Project. Currently the Licensee is Pacific Gas
28 and Electric Company.
- 29 **Minimum Streamflows:** Required minimum stream flows in the Belden
30 and Seneca Reaches as provided in Appendix A, Tables A-1 and A-
31 2.
- 32 **NA:** not applicable.
- 33 **NPS:** United States Department of the Interior National Park Service.
- 34 **NEPA:** National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*, as
35 may be amended.
- 36 **New Project License:** The new license issued by FERC for the Project at
37 the conclusion of the current relicensing proceeding, including any
38 mandatory conditions such as FPA Section 4(e) Conditions, 401
39 Certification conditions, and FPA Section 18 fishway prescriptions.
- 40 **NFFR:** North Fork Feather River.
- 41 **Normal:** Normal Water Year Type as defined in Appendix A, Section 4.
- 42 **Notice:** See Paragraph 5.9.
- 43 **Operational Maintenance:** Maintenance or reconditioning that neither
44 materially adds to the value of the property nor appreciably prolongs
45 its life. The work serves only to keep the facility in an ordinary,
46 efficient operating condition. From an accounting or tax perspective,
47 it is work that may be expensed. Examples include interior painting,

- 1 repair of broken windows, light bulb replacement, cleaning,
2 unplugging drains, preventative maintenance, normal wear and tear,
3 water, sanitation, road maintenance, greasing, servicing, inspecting,
4 oiling, adjusting, tightening, aligning, sweeping, and incidental snow
5 removal.
- 6 Party; Parties: See Paragraph 1.1.
- 7 PM&E: Protection, mitigation or enhancement measure, as provided in
8 Section 10(j) of the FPA.
- 9 Prattville Intake Modifications: Physical improvements in the vicinity of
10 the Prattville Intake to attract cold water to the intake.
- 11 Project: See Paragraph 1.2.1.
- 12 Pulse Flows: Short term elevated levels of release from Project dams in
13 amounts and durations specified in Appendix A, Section 1,
14 Paragraph 3(A).
- 15 Ramping Rate: The rate of change in a flow release or Controlled Spill
16 from a dam expressed as an increase or decrease in discharge (in cfs)
17 over a period of time. See Appendix A, Section 1, Paragraph 6.
- 18 Reconstruction: Replacing or rebuilding a majority of a structure or
19 recreation site, which has reached the end of its useful life or has
20 been destroyed or damaged as a result of a natural event such as a
21 landslide, storm or wildfire. Reconstruction also includes
22 improvements aimed at expanding the capacity of an asset or
23 otherwise upgrading it to serve needs different from, or significantly
24 greater than those originally planned.
- 25 Recreation Monitoring Indicators: A specific, measurable recreation or
26 resource variable used to define key features of the desired
27 recreation experience.
- 28 Recreation Monitoring Standard: Defines the minimum acceptable
29 condition for a Recreation Monitoring Indicator. Also referred to as
30 a trigger, as once a standard is reached over a sustained period of
31 time, this 'triggers' a potential management action.
- 32 Resolved Subjects: See Paragraph 2.2.
- 33 RV: Self-contained recreational vehicle up to 40 feet in length.
- 34 Section 4(e) Conditions: Any license conditions proposed by FS under
35 FPA Section 4(e).
- 36 Seneca Reach: That portion of the NFFR between Canyon Dam (Lake
37 Almanor) and Caribou Powerhouse.
- 38 Settlement: This Settlement Agreement between the Parties as described
39 in Paragraph 1.1.
- 40 TRG: The Technical Review Group established pursuant to Appendix A,
41 Section 2, Paragraph 1.
- 42 Uncontrolled Spill: Release of water from a Project reservoir at times
43 when flow into the reservoir, excluding releases from upstream
44 reservoirs that can be controlled, exceeds the sum of the streamflow
45 release requirement plus the current flow capacity of the generating
46 units.
- 47 UNFFR: Upper North Fork Feather River.

1 Water Quality Parties: The SWRCB, Regional Water Quality Control
2 Board Central Valley Region, Plumas, FS, CDFG, FWS, and other
3 Parties that request involvement in the water quality monitoring
4 program described in this Settlement. Water Quality Parties shall
5 also include California Department of Water Resources (DWR) if it
6 chooses to participate.

7 Water Year Type: See Appendix A, Section 4.

8 Wet: Wet Water Year Type as defined in Appendix A, Section 4.
9

10
11 **2. Purpose of Settlement**

12
13 2.1 **Purpose.** The purpose of this Settlement is to resolve among the Parties all
14 lake level and streamflow issues for ecological purposes, river-based recreational uses,
15 and other Resolved Subjects in support of FS issuing its recommended mitigation and
16 FERC issuing a New Project License. For this purpose, the Parties agree that this
17 Settlement constitutes an entire agreement that provides an appropriate balancing of the
18 Resolved Subjects and the Parties will request that the FERC use the provisions of this
19 Settlement as an alternative to be considered in the FERC's NEPA analysis process.
20

21 2.2 **Resolved Subjects.** Except as provided in Paragraph 2.3, the Parties agree
22 that this Settlement fairly, reasonably, and appropriately resolves streamflows and other
23 subjects listed in Table 1 ("Resolved Subjects") in support of FS issuing recommended
24 mitigation and FERC issuing a New Project License.
25

26 **Table 1**

27
28 **Subjects Resolved by this Settlement**

- 29 a) Streamflows for PM&E of fish, wildlife, and other aquatic biota in Project-
30 affected stream reaches
31 b) Streamflows for stream channel maintenance in Project-affected stream reaches
32 c) Streamflows for whitewater boating and other river-based recreation on the
33 Belden and Seneca Reaches
34 d) Water quality associated with Project operations and facilities excluding erosion
35 and water temperature (see Table 2)
36 e) Streamflow fluctuations from Project operations, including Ramping Rates
37 f) Streamflow gaging for compliance monitoring
38 g) Stream ecology monitoring
39 h) Streamflow information for use by the public
40 i) Facility modifications to implement the PM&E measures stated in Appendix A
41 j) Administration of Settlement
42 k) River sediment management
43 l) Project reservoir operation and lands management principles
44 m) Recreation facilities development during the term of the New Project License
45

1 this Settlement is intended nor shall be construed as a precedent with regard to any other
2 proceeding or hydroelectric project.

3
4 **2.5 Compliance with Legal Responsibilities.** Nothing in this Settlement is
5 intended to nor shall be construed to affect or limit the authority of any Party to fulfill its
6 statutory, regulatory, or existing contractual responsibilities under applicable law.
7 However, by entering into this Settlement the Parties with such responsibilities represent
8 that they believe their responsibilities relative to Resolved Subjects have been, are, or can
9 be met for the purpose stated in Paragraph 2.1, consistent with and by the terms of this
10 Settlement.

11
12 **2.5.1 ESA and FPA Section 18 Responsibilities Not Affected.** Nothing
13 in this Settlement is intended to nor shall be construed to restrict or affect the continuing
14 responsibilities of FERC or any Party, including FWS under the ESA, including the
15 implementing regulation at 50 C.F.R. § 402.16. Further, notwithstanding any other
16 provision in this Settlement, this Settlement is not intended and shall not be construed to
17 address, affect, or apply to the Secretary of the United States Department of the Interior
18 through the FWS independent authority under FPA Section 18 to prescribe fishways, or
19 other Parties' rights to dispute such authority.

20
21 **2.6 Reservation of Claims, Rights, and Responsibilities.** Each Party reserves
22 all claims, rights, and responsibilities, which it may otherwise have with respect to any
23 subjects not listed as Resolved Subjects. Nothing in this Settlement is intended nor shall
24 be construed to affect or restrict any Party's participation in or comments about
25 compliance with the New Project License, future relicensing of the Project subsequent to
26 the current relicensing, or any other hydroelectric project licensed to Licensee.

27
28
29 **3. Use of Settlement in New Project License and Section 4(e) Conditions**

30
31 **3.1 Protection, Mitigation, and Enhancement Measures Recommended to be**
32 **Included in New Project License.** Subject to Paragraphs 3.2 and 3.3, the Parties
33 respectfully request that FERC accept and incorporate, without material modification, as
34 license articles all of the PM&E measures stated in Appendix A of this Settlement.
35 Subject to the same limitation, the Parties further request that FERC not include in the
36 New Project License articles that are inconsistent with this Settlement, except as may be
37 necessary to enable FERC to ascertain and monitor Licensee's compliance with the
38 conditions of the New Project License and its rules and regulations under the FPA.

39
40 **3.2 Protection, Mitigation, and Enhancement Measures Recommended to be**
41 **Included in Section 4(e) Conditions.** The Parties respectfully request that FS accept and
42 incorporate, without material modification, as Section 4(e) Conditions all relevant PM&E
43 measures stated in Appendix A of this Settlement that are within the FS's jurisdiction
44 under FPA Section 4(e). The Parties further request that FS not include in its Section 4(e)
45 Conditions, any requirements that are inconsistent with this Settlement. FS agrees to
46 propose as Section 4(e) Conditions on Resolved Subjects the PM&E measures stated in

1 Appendix A of this Settlement which it determines are within its jurisdiction to prescribe
2 as Section 4(e) Conditions, except to the extent that any changes result from analysis
3 under NEPA, National Forest Management Act, and any other applicable law or
4 regulation. This paragraph shall not be read to predetermine or limit the outcome or
5 lawful discretion of FS in issuing Section 4(e) Conditions or in adopting Section 4(e)
6 Conditions inconsistent with those recommended herein.

7
8 **3.3 Relationship of Settlement to Section 7 Consultation.** The Parties
9 acknowledge that if FERC submits the PM&E measures stated in Appendix A as part of
10 the proposed action for consultation under Section 7 of the ESA, FWS may in its lawful
11 discretion identify PM&E measures different from or additional to those set forth in
12 Appendix A and Appendix B to minimize the effects of take of listed species.

13
14 **3.4 Protection, Mitigation, and Enhancement Measures Recommended to be**
15 **Included in the 401 Certification.** The Parties respectfully request that the SWRCB
16 accept and incorporate, without material modifications, as conditions to the 401
17 Certification all the PM&E measures stated in Appendix A of the Settlement that are
18 within the SWRCB's jurisdiction under Section 401 of the CWA. The Parties further
19 request that the SWRCB not include conditions to the 401 Certification that are
20 inconsistent with this Settlement.

21
22 **3.5 Measures Agreed to that will not be Included in the New Project License**
23 **or Section 4(e) Conditions.** Measures agreed to among the Parties that are not to be
24 incorporated in the New Project License or FS Section 4(e) Conditions are stated in
25 Appendix B.

26 27 28 **4. Implementation of Settlement**

29
30
31 **4.1 Support for Settlement and Issuance of New Project License.** To the
32 extent permitted by applicable law, the Parties shall support or advocate through
33 appropriate written communications to FERC and FS, this Settlement and the PM&E
34 measures stated in Appendix A hereto. For Resolved Subjects and subject to Paragraph
35 3.2, the Parties agree not to propose, support, or communicate to FERC or FS any
36 comments, recommended PM&E measures, or license conditions other than ones
37 consistent with this Settlement. Prior to the issuance of the New Project License, and at
38 the request of Licensee, the Parties shall timely support this Settlement in written
39 communications to any other administrative agency with advisory or mandatory
40 conditioning authority over issuance of the New Project License, provided this sentence
41 shall not apply to the agency exercising the authority.

42
43 **4.2 Inconsistent License.** If FERC issues an Inconsistent License this
44 Settlement shall be deemed modified to conform to the Inconsistent License, unless a
45 Party provides Notice within 30 days after FERC issues an order approving the
46 Inconsistent License that (a) the Party does not accept the Inconsistent License, and (b)

1 the Party is initiating the ADR procedures stated in Paragraphs 4.8.1 - 4.8.2. Before
2 initiating the ADR, a Party shall make a Good Faith effort to meet and confer with other
3 Parties to this Settlement. The Disputing Party (ies) may, in addition, initiate the appeal
4 procedures described in Paragraph 4.3. If the New Project License does not contain all of
5 the PM&E measures stated in Appendix A because FERC or one of the agencies with
6 mandatory conditioning authority expressly determines that it does not have jurisdiction
7 to adopt or enforce the omitted PM&E measures, the Parties agree that they shall be
8 bound by the entire Settlement, including those recommended PM&E measures omitted
9 by FERC or the agency with mandatory conditioning authority, provided the New Project
10 License contains those PM&E measures stated in Appendix A over which FERC and the
11 agencies with mandatory conditioning authority determine they do have jurisdiction and
12 the New Project License is otherwise consistent with this Settlement.

13
14 **4.3 Appeal of Inconsistent License.** Any Party may petition for
15 administrative rehearing and/or seek judicial review of any Inconsistent License. The
16 ADR requirements stated in Paragraphs 4.8.1 - 4.8.2 do not preclude any Party from
17 timely filing for and pursuing administrative rehearing or judicial review of an
18 Inconsistent License or any other New Project License article that relates to any subject
19 not listed as a Resolved Subject. However, the Parties shall follow the ADR procedures
20 stated in Paragraphs 4.8.1 - 4.8.2 to the extent reasonably practicable while such appeal is
21 being pursued. If any Party or non-Party files for administrative rehearing or judicial
22 review of an Inconsistent License, Licensee's duties under this Settlement are suspended
23 to the extent necessary to enable Licensee to comply with the Inconsistent License. If a
24 Party has filed for administrative rehearing or judicial review of an Inconsistent License
25 and the Parties subsequently agree to modify this Settlement to conform to the
26 Inconsistent License, the filing Party (ies) shall withdraw the request for rehearing or
27 appeal, or recommend such withdrawal, as appropriate. This Settlement shall be deemed
28 modified to conform to any final non-appealable administrative or judicial decision
29 upholding a challenged Inconsistent License unless a Party provides Notice within 45
30 days after the date of the final decision that (a) the Party does not accept the Inconsistent
31 License, and (b) the Party is initiating the ADR procedures stated in Paragraphs 4.8.1 -
32 4.8.2. Except as necessary to fulfill a statutory or regulatory responsibility or policy, the
33 Parties have a continuing duty to support this Settlement, or as appropriate, recommend
34 such support, during an administrative rehearing or judicial review. If there is
35 disagreement about the need for such support between the requesting Party and any Party,
36 those Parties shall meet and confer within 5 days of the request being made and shall
37 make Good Faith efforts to resolve the disagreement.

38
39 **4.4 Cooperation Among Parties.** The Parties shall cooperate in the
40 performance of this Settlement and compliance with related articles in the New Project
41 License. The Parties shall cooperate in implementing the PM&E measures, conducting
42 studies, performing monitoring, and conducting all other activities within their statutory
43 or regulatory authorities related to the measures stated in Appendices A and B of this
44 Settlement, as may be modified in the New Project License. Further, subject to
45 Paragraph 2.5, inclusive of 2.5.1, and upon Licensee's request, the Parties shall provide
46 written communications of support in any administrative approval that may be required

1 for implementation of this Settlement or related articles of the New Project License,
2 provided this obligation shall not apply to the agency exercising the authority.

3
4 **4.4.1 Responsibility for Costs.** Licensee shall pay for the cost of actions
5 required of Licensee by this Settlement or the New Project License. Licensee shall have
6 no obligation to reimburse or otherwise pay any other Party for its assistance,
7 participation, or cooperation in any activities pursuant to this Settlement or the New
8 Project License unless expressly agreed to by Licensee or as required by law.

9
10 **4.4.2 Licensee Solely Responsible for Operations of Project.** Except as
11 expressly provided in this Settlement, by entering into this Settlement none of the Parties,
12 except for Licensee, have accepted any legal liability or responsibility for the operation of
13 the Project.

14
15 **4.4.3 Availability of Funds.** Implementation of this Settlement for a
16 Party that is a federal agency is subject to the requirements of the Anti-Deficiency Act,
17 31 United States Code, Section 1341, and the availability of appropriated funds. Nothing
18 in this Settlement is intended nor shall be construed to require the obligation,
19 appropriation, or expenditure of any money from the U.S. Treasury. The Parties
20 acknowledge that the Parties that are federal agencies shall not be required under this
21 Settlement to expend any federal agency's appropriated funds unless and until an
22 authorized official of each such agency affirmatively acts to commit such expenditures as
23 evidenced in writing. Implementation of this Settlement by Parties that are state or local
24 agencies is subject to the availability of appropriated funds. Nothing in this Settlement is
25 intended nor shall be construed to require the obligation, appropriation, or expenditure of
26 any money from the Treasury of the State of California or Plumas. The Parties
27 acknowledge that the Parties that are state or local agencies shall not be required under
28 this Settlement to expend any appropriated funds unless and until an authorized official
29 of each such agency affirmatively acts to commit such expenditures as evidenced in
30 writing.

31
32 **4.4.4 FS Participation in Settlement.** FS is not included in the definition
33 of the words "Party" or "Parties" as used in Paragraphs 3.1, 3.2, 4.1, 4.2, 4.3 and 4.6.1.
34 Additionally, FS' obligations under and participation in this Settlement are fulfilled upon
35 issuance of a New Project License containing final Section 4(e) Conditions that are
36 consistent with Appendix A. FS will remain a Party to Appendix B, Section 2,
37 Paragraphs 1 and 2 until such time as the obligations contained within those paragraphs
38 are fulfilled. Notwithstanding any provision to the contrary, nothing in this Settlement is
39 intended or shall be construed to create FS authority over a subject that is not within its
40 existing authority.

41
42 **4.4.5 Escalation of Costs.** Unless otherwise indicated, costs specified as
43 a year 2004 cost basis shall be escalated (starting in January 2005) based on the U. S.
44 Gross Domestic Product - Implicit Price Deflator (GDP-IPD). Costs not specified as a
45 year 2004 cost basis are constant dollars not subject to escalation.
46

1 **4.5 Implementation Schedule.** Implementation of the PM&E measures stated
2 in Appendix A shall begin after issuance of the New Project License and consistent with
3 the schedule specified in Appendix A (as may be modified by the New Project License).
4 Implementation of the measures stated in Appendix B shall begin consistent with the
5 schedule specified in Appendix B. Within six months after issuance of the New Project
6 License, Licensee shall prepare and provide to all Parties the Licensee's planned schedule
7 for implementing the PM&E measures recommended in this Settlement and incorporated
8 in the New Project License. The schedule shall specify dates for initiation, progress
9 reporting, monitoring and completion, as appropriate, for each such PM&E measure and
10 shall include milestones for major activities.

11
12 **4.6 Reopener or Amendment of New Project License.**

13
14 **4.6.1 Reopener.** Except as required to fulfill statutory or regulatory
15 responsibilities or as provided in Paragraph 4.6.2, a Party to this Settlement may seek to
16 modify, or otherwise reopen during the term of this Settlement the PM&E measures from
17 this Settlement included in the New Project License, only if and when significant new
18 information not known or understood as of the date of issuance of the New Project
19 License reasonably demonstrates that such proposed modification or other cause of
20 reopener is in furtherance of the public interest under the FPA or other applicable law. In
21 such an event, that Party shall provide Licensee at least 90-days Notice to consider the
22 new information and that Party's position. A Party shall not be required to comply with
23 this 90-day Notice provision if it believes an emergency situation exists, or if required to
24 meet its responsibilities under applicable law. Notwithstanding the provisions of this
25 paragraph, any Party may seek to reopen the New Project License to implement future
26 changes in applicable law, or to protect Beneficial Uses through coordinated operations
27 of this Project, Rock Creek – Cresta Project (FERC No. 1962), and Poe Project (FERC
28 No. 2107), in connection with the relicensing proceedings for the latter project.

29
30 **4.6.2 Amendment.** Nothing in this Settlement is intended nor shall be
31 construed to affect or limit the right of Licensee to seek to amend or surrender the New
32 Project License, provided that Licensee may seek a Project license amendment or
33 surrender which would be inconsistent with this Settlement only if Licensee, relying on
34 significant new information not known or understood as of the date of issuance of the
35 New Project License, can reasonably demonstrate that the amendment is in furtherance of
36 the public interest under the FPA or other applicable law. Prior to filing a proposed
37 license amendment or surrender application which relates to a Resolved Subject or would
38 otherwise be inconsistent with this Settlement, Licensee shall provide the Parties at least
39 90-days Notice of its intention to do so, and shall promptly consult with Parties
40 responding within 30 days of such Notice regarding the need for and the purpose of the
41 amendment or surrender. Licensee shall not be required to comply with this 90-days
42 Notice provision if it believes an Emergency exists or if required to meet its
43 responsibilities under applicable law or an order of an agency with jurisdiction over
44 Licensee. In any application for a Project license amendment or surrender that relates to
45 a Resolved Subject or is otherwise inconsistent with this Settlement, Licensee shall
46 provide with its application documentation of its consultation with the responsive Parties,

1 summarize the positions and recommendation of the responsive Parties and provide its
2 response to those positions and recommendations. Licensee shall not oppose an
3 intervention request by any Party that satisfies FERC's procedural requirements in a
4 proceeding for a Project license amendment or surrender that any Party has concluded
5 would be inconsistent with this Settlement. A Project license amendment or surrender
6 that, as approved by FERC, would be inconsistent with this Settlement is subject to
7 Paragraph 4.2. Further, a Project license amendment or surrender that, as approved by
8 FERC, would be inconsistent with this Settlement may be considered by a Party as
9 significant new information, allowing that Party to invoke the reopener provision in
10 Paragraph 4.6.1.

11
12 4.7 Amendment of Settlement. This Settlement may be amended at any time
13 after Notice, with the unanimous agreement of all Parties still in existence and responsive
14 within 30 days of such Notice. Any amendment of this Settlement shall be in writing and
15 executed by the responding Parties.

16
17 4.8 Dispute Resolution.

18
19 4.8.1 General. Except to the extent that FERC, FS, or other agency with
20 jurisdiction over a Resolved Subject has a procedure that precludes implementation of
21 Paragraphs 4.8.1 - 4.8.3, all disputes among the Parties regarding any Party's
22 performance or compliance with this Settlement, including resolution of any disputes
23 related to an Inconsistent License, shall be the subject of a non-binding alternative
24 dispute resolution ("ADR") procedure among the Disputing Parties, as stated in
25 Paragraphs 4.8.1 and 4.8.2. Each Party participating in a dispute ("Disputing Party," or
26 collectively, "Disputing Parties") shall cooperate in Good Faith to promptly schedule,
27 attend and participate in the ADR. The Disputing Parties agree to devote such time,
28 resources and attention to the ADR as is needed to attempt to resolve the dispute at the
29 earliest time possible. Each Disputing Party shall implement promptly all final
30 agreements reached, consistent with its applicable statutory and regulatory
31 responsibilities. Nothing in Paragraphs 4.8.1 - 4.8.3 is intended nor shall be construed to
32 affect or limit the authority of FERC, FS, or other agency with jurisdiction over a
33 Resolved Subject, to resolve a dispute brought before it in accordance with its own
34 procedure and applicable law.

35
36 4.8.2 ADR Procedures. A Party claiming a dispute shall give Notice of
37 the dispute within 30 days of the Party's actual knowledge of the act, event, or omission
38 that gives rise to the dispute, unless this Settlement provides otherwise. If the dispute
39 includes a claim regarding an Inconsistent License and the claim arises prior to rehearing
40 or appeal, the Notice shall be made within the time periods specified in Paragraphs 4.2. If
41 the dispute includes a claim regarding an Inconsistent License, and the claim arises
42 during or after rehearing or appeal, the Notice shall be made within the time period
43 specified in Paragraphs 4.3. At a minimum and in any dispute subject to these ADR
44 procedures, the Disputing Parties shall hold two informal meetings within 30 days after
45 Notice, to attempt to resolve the disputed issue(s). Any Disputing Party may request that
46 a FERC employee facilitate these informal meetings to assist in resolving the dispute. If

1 the informal meetings fail to resolve the dispute, the Disputing Parties shall attempt to
2 resolve the dispute using a neutral mediator jointly selected within 15 days after Notice
3 by a Disputing Party that the informal meetings did not resolve the dispute. The
4 Disputing Parties shall select a mediator from the sources described in 18 CFR
5 §385.604(c)(3). Absent an agreement for equitable allocation of costs of the mediator, the
6 Parties shall select a FERC employee as mediator. The mediator shall mediate the
7 dispute during the next 60 days after his or her selection. Any of these time periods may
8 be reasonably extended or shortened by agreement of the Disputing Parties, or as
9 necessary to conform to the procedure of an agency or court with jurisdiction over the
10 dispute. Unless otherwise agreed among the Disputing Parties, each Disputing Party
11 shall bear its costs for its own participation in the ADR procedures.

12
13 **4.8.3 Enforcement of Settlement After Dispute Resolution.** Any Party
14 may seek in a court of competent jurisdiction specific performance of this Settlement by
15 any other Party, after compliance with the ADR procedures stated in Paragraphs 4.8.1
16 and 4.8.2. No Party shall be liable in damages for any breach of this Settlement, any
17 performance or failure to perform a mandatory or discretionary obligation imposed by
18 this Settlement, or any other cause of action arising from this Settlement. The time used
19 to comply with the ADR procedures shall be excluded from computing any applicable
20 statute of limitations, except where applicable law precludes such exclusion when
21 computing time. Nothing in Paragraphs 4.8.1 - 4.8.3 is intended nor shall be construed to
22 affect or limit the jurisdiction of any agency or court as established under applicable law.

23
24 **4.9 Withdrawal From Settlement.**

25
26 **4.9.1 Withdrawal of a Party from Settlement.** A Party may withdraw
27 from this Settlement only in the following circumstances: (a) a Disputing Party claiming
28 a material breach or violation of this Settlement may withdraw once the Party has
29 complied with the ADR procedures stated in Paragraphs 4.8.1 and 4.8.2 to attempt to
30 resolve the dispute; or (b) a Party objecting to a final and non-appealable order issuing an
31 *Inconsistent License* may withdraw once the Party has complied with the ADR
32 procedures stated in Paragraphs 4.8.1 and 4.8.2 to attempt to resolve the objection. In
33 addition, Licensee may withdraw as provided in Paragraph 4.9.2. In addition, when
34 required to fulfill a statutory or regulatory responsibility, a Party that is an agency may
35 suspend participation or, if necessary, withdraw from this Settlement, without first using
36 the ADR procedures stated in Paragraphs 4.8.1 and 4.8.2. Finally, a Party may withdraw
37 as provided in Paragraph 5.3.

38
39 **4.9.2 Withdrawal of Licensee from Settlement.** In addition to the
40 provisions of Paragraph 4.9.1, Licensee may withdraw from this Settlement without first
41 complying with the ADR procedures stated in Paragraphs 4.8.1 and 4.8.2 if a Party does
42 not execute or withdraws from this Settlement, and Licensee reasonably determines at its
43 sole discretion that the failure to execute or the withdrawal (a) may adversely affect the
44 *likelihood of FS issuing final Section 4(e) Conditions consistent with this Settlement*; (b)
45 may adversely affect FERC's issuance of a New Project License consistent with this
46 Settlement; (c) may adversely affect the likelihood of SWRCB issuing a 401 Certification

1 consistent with this Settlement; or (d) substantially diminishes the value of this
2 Settlement to Licensee. Before withdrawing pursuant to this paragraph Licensee shall
3 consult with the remaining Parties and make a Good Faith effort to resolve the issues that
4 gave rise to Licensee's decision to withdraw. Licensee shall exercise the right to
5 withdraw from this Settlement as provided in this paragraph within 30 days of Licensee's
6 knowledge of the event creating the right to withdraw. This time period may be extended
7 by mutual agreement of the remaining Parties.
8

9 **4.9.3 Method of Withdrawal.** A Party may exercise its right to withdraw
10 from this Settlement by giving Notice. Withdrawal is effective 10 calendar days after
11 Notice. A Party that is an agency may suspend participation in this Settlement as
12 provided in Paragraph 4.9.1 by giving Notice.
13

14 **4.9.4 Continuity After Withdrawal.** The withdrawal of a Party, other
15 than Licensee, does not terminate this Settlement for the remaining Parties. If a Party
16 withdraws from this Settlement, the withdrawing Party shall not be bound by any term
17 contained in this Settlement.
18

19 **4.10 Termination of Settlement.** This Settlement shall terminate as to all
20 Parties and have no further force or effect upon expiration of the New Project License
21 and any annual licenses issued after expiration thereof or upon withdrawal from this
22 Settlement of Licensee. If this Settlement is terminated, this Settlement and all
23 documents related to its development, execution, and submittal to FERC shall be deemed
24 confidential and shall not be discoverable or admissible in any forum or proceeding for
25 any purpose to the fullest extent allowed by applicable law, including 18 C.F.R. §
26 385.606. This provision does not apply to the results of resource studies or other
27 technical information developed for use by the Collaborative.
28

29 **4.11 Addition of Signatory to Settlement.** Upon the request by an individual,
30 entity or agency to become a signatory to this Settlement, the Parties shall proceed in
31 accordance with the provisions in Paragraph 4.7, Amendment of Settlement.
32

33 **5. General Provisions**

34

35 **5.1 Non-Severable Terms of Settlement.** The terms of this Settlement are not
36 severable one from the other. This Settlement is made on the understanding that each
37 term is in consideration and support of every other term, and each term is a necessary part
38 of the entire Settlement.
39

40 **5.2 No Third Party Beneficiaries.** Without limiting the applicability of rights
41 granted to the public pursuant to applicable law, this Settlement shall not create any right
42 or interest in the public, or any member thereof, as a third party beneficiary hereof, and
43 shall not authorize any non-Party to maintain a suit at law or equity pursuant to this
44 Settlement. The duties, obligations and responsibilities of the Parties with respect to
45 third parties shall remain as imposed under applicable law.
46

1 **5.3 Successors and Assigns.** This Settlement shall apply to, and be binding on,
2 the Parties and their successors and assigns. Upon completion of a succession or
3 assignment, the initial Party shall no longer be a Party to this Settlement. No change in
4 ownership of the Project or transfer of the existing or New Project License by Licensee
5 shall in any way modify or otherwise affect any other Party's interests, rights,
6 responsibilities or obligations under this Settlement. Unless prohibited by applicable law,
7 Licensee shall provide in any transaction for a change in ownership of the Project or
8 transfer of the existing or New Project License, that such new owner shall be bound by,
9 and shall assume the rights and obligations of this Settlement upon completion of the
10 change of ownership and approval by FERC of the license transfer. In the event
11 applicable law prohibits the new owner from assuming the rights and obligations of this
12 Settlement, any Party may withdraw from this Settlement. A transferring or assigning
13 Party shall provide Notice to the other Parties at least 30 days prior to completing such
14 transfer or assignment.
15

16 **5.4 Failure to Perform Due to Force Majeure.** No Party shall be liable to any
17 other Party for breach of this Settlement as a result of a failure to perform or for delay in
18 performance of any provision of this Settlement due to any cause reasonably beyond its
19 control. This may include, but is not limited to, natural events, labor or civil disruption,
20 or breakdown or failure of Project works. The Party whose performance is affected by a
21 force majeure shall notify the other Parties in writing within seven (7) days after
22 becoming aware of any event that such affected Party contends constitutes a force
23 majeure and results in a material deviation from the terms of this Settlement. Such notice
24 shall: (a) identify the event causing the delay or anticipated delay; (b) estimate the
25 anticipated length of delay; (c) state the measures taken or to be taken to minimize the
26 delay; and (d) estimate the timetable for implementation of the measures. The affected
27 Party shall make all reasonable efforts to promptly resume performance of this
28 Settlement, and, when able to resume performance of its obligations and give the other
29 Parties written Notice to that effect.
30

31 **5.5 Governing Law.** The New Project License and any other terms of this
32 Settlement over which a federal agency has jurisdiction shall be governed, construed, and
33 enforced in accordance with the statutory and regulatory authorities of such agency. This
34 Settlement shall otherwise be governed and construed under the laws of the State of
35 California. By executing this Settlement, no federal agency is consenting to the
36 jurisdiction of a state court unless such jurisdiction otherwise exists. All activities
37 undertaken pursuant to this Settlement shall be in compliance with all applicable law.
38

39 **5.6 Elected Officials Not to Benefit.** No member of or delegate to Congress
40 shall be entitled to any share or part of this Settlement or to any benefit that may arise
41 from it.
42

43 **5.7 No Partnership.** Except as otherwise expressly set forth herein, this
44 Settlement does not and shall not be deemed to make any Party the agent for or partner of
45 any other Party.
46

1 **5.8 Reference to Regulations.** Any reference in this Settlement to any federal
2 or state regulation shall be deemed to be a reference to such regulation, or successor
3 regulation, in existence as of the date of the action.
4

5 **5.9 Notice.** Except as otherwise provided in this paragraph, any Notice
6 required by this Settlement shall be written. It shall be sent to all Parties still in existence
7 by first-class mail or comparable method of distribution, and shall be filed with FERC.
8 For the purpose of this Settlement, a Notice shall be effective 7 days after the date on
9 which it is mailed or otherwise distributed. When this Settlement requires Notice in less
10 than 7 days, Notice shall be provided by telephone, facsimile or electronic mail and shall
11 be effective when provided. For the purpose of Notice, the list of authorized
12 representatives of the Parties as of the Effective Date is attached as Appendix C. The
13 Parties shall provide Notice of any change in the authorized representatives designated in
14 Appendix C and Licensee shall maintain the current distribution list of such
15 representatives.
16

17 **5.10 Paragraph Titles for Convenience Only.** The titles for the paragraphs of
18 this Settlement are used only for convenience of reference and organization, and shall not
19 be used to modify, explain, or interpret any of the provisions of this Settlement or the
20 intentions of the Parties.
21

22

23 **6. Execution of Settlement**

24

25 **6.1 Signatory Authority.** Each signatory to this Settlement certifies that he or
26 she is authorized to execute this Settlement and to legally bind the Party he or she
27 represents, and that such Party shall be fully bound by the terms hereof upon such
28 signature without any further act, approval, or authorization by such Party.
29

30 **6.2 Signing in Counterparts.** This Settlement may be executed in any number
31 of counterparts, and each executed counterpart shall have the same force and effect as an
32 original instrument as if all the signatory Parties to all of the counterparts had signed the
33 same instrument. Any signature page of this Settlement may be detached from any
34 counterpart of this Settlement without impairing the legal effect of any signatures
35 thereon, and may be attached to another counterpart of this Settlement identical in form
36 hereto but having attached to it one or more signature pages.
37
38
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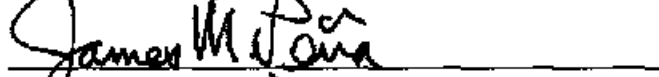
1 WHEREFORE, for valuable consideration, which is hereby acknowledged, and by
2 authorized representatives, the Parties execute this Settlement effective as of April 22,
3 2004.

4
5 Pacific Gas and Electric Company

6 

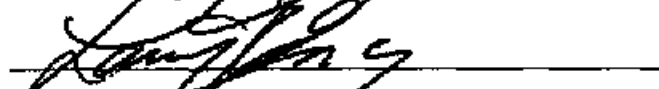
7
8
9 by RANDAL S. LIVINGSTON SE DIRECTOR
10 (Print) (Title)

11
12
13
14 United States Department of Agriculture Forest Service

15 

16
17 by JAMES M. VENA FOREST SUPERVISOR
18 (Print) (Title)

19
20
21
22
23 California Department of Fish and Game

24 

25
26
27 by LARRY L. ERIC DEPUTY REGIONAL MANAGER
28 (Print) (Title)

29
30
31
32 American Whitewater

33 

34
35
36 by Dan Stendley
37 (Print) (Title)

1 **Plumas County**

2 William N. Dennison
3
4
5 by William N. Dennison
6 (Print) (Title)

7
8
9
10 **Chico Publishers**

11 Dave Stadel
12
13
14 by Dave Stadel
15 (Print) (Title)

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18
19 **Shasta Publishers**

20 Dave Stadel
21
22
23 by Dave Stadel
24 (Print) (Title)

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27
28 **California Sportfishing Protection Alliance**

29 Derry Munsch
30
31
32 by Derry Munsch consultant
33 (Print) (Title)

34
35
36
37 **Mountain Meadows Conservancy**

38 Steve Robinson
39
40
41 by Steve Robinson ED.
42 (Print) (Title)

APPENDIX A. Protection, Mitigation, and Enhancement Measures Recommended to be Included in New Project License, Section 4(e) Conditions, and Other Mandatory License Conditions

Section 1. Streamflow Management

1. Minimum Streamflows. For the preservation and improvement of aquatic resources in the Project area, Licensee shall maintain specified Minimum Streamflows and release Pulse Flows below Project dams as measured at gages NF-2 and NF-70 in accordance with the Tables A-1 and A-2 below. The Minimum Streamflows identified are minimum release requirements as per Paragraph 5. The Parties recognize that the SWRCB's 401 Certification may adjust Table A-2 Streamflows in June through September to achieve water temperatures protective of cold, freshwater habitat, as determined to be under reasonable control of Project operation. Minimum Streamflows shall commence within 60 days of the issuance of the New Project License, unless facility modifications are required.

Table A-1. Releases from Canyon Dam

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CD	75	75	90	90	90	80	75	60	60	60	60	70
Dry	90	100	110	110	110	110	80	70	60	60	60	75
Normal	90	100	125	125	125	125	90	80	60	60	60	75
Wet	90	100	125	150	150	150	95	80	60	60	60	75

Table A-2. Releases from Belden Dam

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CD	105	130	170	180	185	90	80	75	75	75	85	90
Dry	135	140	175	195	195	160	130	110	100	100	110	115
Normal	140	140	175	225	225	225	175	140	140	120	120	120
Wet	140	140	180	235	235	225	175	140	140	120	120	120

Where facility modification is required to implement the efficient release of Minimum Streamflows, the Licensee shall submit applications for permits within one year after issuance of the New Project License and complete such modifications as soon as

1 reasonably practicable but no later than two years after receipt of all required permits and
2 approvals. Prior to completion of such required facility modifications, the Licensee
3 shall make a Good Faith effort to provide the specified Minimum Streamflows within the
4 capabilities of the existing facilities. The requirements of this Section 1 are subject to
5 temporary modification if required by equipment malfunction, as directed by law
6 enforcement authorities, or in Emergencies. The requirements of this article are subject
7 to temporary modification if required by an Emergency, as defined herein. If the
8 Licensee temporarily modifies the requirements of these articles, then the Licensee shall
9 make all reasonable efforts to promptly resume performance of such requirements and
10 shall notify SWRCB, FS and all Parties pursuant to Section 5.4.

11
12 **2. Streamflows in Lower Butt Creek.** Licensee shall take no action to reduce dam
13 leakage, tunnel leakage, spring or other natural flows that currently provide inflow to
14 Lower Butt Creek below the Butt Valley Dam unless directed to do so by FERC or other
15 regulatory agency.

16
17 **3. Pulse Flows in North Fork Feather River.** Licensee shall implement Pulse Flows
18 and gravel monitoring in the Seneca and Belden Reaches to further assist in the
19 preservation and improvement of aquatic conditions in the Project area.

20
21 **A. Pulse Flows:** Licensee shall provide one Pulse Flow release from both Canyon
22 Dam (Seneca Reach) and Belden Forebay Dam (Belden Reach) in each of January,
23 February and March if the forecasted Water Year Type for that month, as defined in
24 Section 4, indicates that the water year is anticipated to be either Normal or Wet. No
25 Pulse Flows are required in months where the Water Year Type forecast for that
26 month indicates that the water year will be either Dry or CD. No Pulse Flows will be
27 required in March in the respective reach if two successive days of mean daily water
28 temperature greater than 10 degrees C are measured at gages NF-2 (Seneca Reach) or
29 NF-70 (Belden Reach), or if rainbow trout spawning in the Seneca or Belden Reaches
30 is observed and reported to Licensee by CDFG or FS. In both the Seneca and Belden
31 Reaches, the total volume of water released for each Pulse Flow event (including the
32 water released during the ramp up and ramp down periods) shall not exceed 1,800
33 AF. Initially, the typical schedule will be to increase the streamflow at the Basic
34 Ramping Rate to reach the peak streamflow, and hold the peak streamflow for 12
35 hours. The peak streamflow is variable by month and Water Year Type as follows:
36 675 cfs in January of Wet and Normal water years; 1,000 cfs in February and March
37 of Normal water years, and 1,200 cfs in February and March of Wet water years. In
38 the Seneca Reach during March of Normal and Wet years, streamflow will be
39 reduced at the Basic Ramping Rate until 400 cfs is reached, held at that streamflow
40 for 6 hours, and then reduced at the Basic Ramping Rate until the Minimum
41 Streamflow specified in Table A-1 above is reached. The 6-hour period of constant
42 streamflow during the ramp down shall occur between 9 AM and 3 PM of a weekend
43 to allow recreational boating opportunities. In the Belden Reach, the peak
44 streamflow will be reduced using the Basic Ramping Rate until the Minimum
45 Streamflow specified in Table A-2 above is reached, but no period of constant flow
46 during the ramp down will be required in any month.

1
2 **B. Pulse Flow Monitoring (Gravel Monitoring Plan):** The Licensee shall, within 12
3 *months of license issuance, develop and begin implementing a Gravel Monitoring*
4 *Plan, in consultation with the FS, CDFG, FWS, SWRCB, and other Parties. The*
5 *Gravel Monitoring Plan must be approved by the FS and filed with FERC before*
6 *implementation. The plan shall evaluate movement of sediment that occurs in the*
7 *Belden and Seneca Reaches during scheduled Pulse Flow events and other flow*
8 *events of similar magnitudes. Emphasis shall be placed on monitoring the movement*
9 *of spawning-sized gravel and recruitment of similar-sized material into the Belden*
10 *and Seneca Reaches. If, after review of the data collected through the Gravel*
11 *Monitoring Plan, the FS, CDFG, FWS, and SWRCB determine that the Pulse Flow*
12 *regime outlined in Paragraph 3(A) above could be improved to enhance the*
13 *availability and distribution of spawning-sized gravel or enhance riparian function,*
14 *the agencies specified above may propose revisions to the magnitude, duration,*
15 *and/or frequency of the scheduled Pulse Flows, subject to the following limitations:*
16 *(a) any proposed revised Pulse Flow events shall continue to occur in the months of*
17 *January – March of Normal and Wet years; (b) the total volume of water released for*
18 *revised Pulse Flows in January – March of each year (including the water released*
19 *during the ramp up and ramp down periods) shall not exceed 5,400 AF; (c) the total*
20 *volume of water released for revised Pulse Flows in January shall not exceed 1800*
21 *AF but the agencies may defer the January and/or February flows to February or*
22 *March; (d) any proposed revised Pulse Flows shall not exceed the safe operating*
23 *capabilities of the existing outlet works; and (e) any proposed schedule for revised*
24 *Pulse Flow releases shall take into consideration the forecasted Water Year Type as*
25 *that forecast is developing each year, and no revised Pulse Flows shall be required in*
26 *a month where the Water Year Type is forecasted to be Dry or CD. If the agencies*
27 *propose a revised Pulse Flow regime concept that meets these criteria, Licensee shall*
28 *file the revised Pulse Flow regime with FERC.*
29

30 **4. Pulse Flows in Lower Butt Creek.** If determined to be necessary pursuant to
31 *Paragraph 8 below, Licensee shall provide Pulse Flows in Lower Butt Creek via use of*
32 *the Butt Valley Reservoir spillway or an acceptable alternative. The magnitude, ramping,*
33 *and duration of the Pulse Flow[s] will be determined by the Licensee in consultation with*
34 *FS, FWS, SWRCB, CDF&G and other Parties and will consider the need to adequately*
35 *move desired particle size material to the confluence with the Seneca Reach and address*
36 *woody debris and live vegetation concerns. The timing of any Pulse Flows shall be*
37 *coordinated with Pulse Flows in the Seneca Reach.*
38

39 **5. Streamflow Measurement.** For the purpose of determining the river stage and
40 *Minimum Streamflow below Canyon Dam and Belden Forebay Dam, Licensee shall*
41 *operate and maintain the existing gages at NF-2 and NF-70 (United States Geological*
42 *Survey (“USGS”) gages 11399500 and 11401112, respectively) consistent with all*
43 *requirements of FERC and under the supervision of the USGS. Any modification of the*
44 *gage facilities at NF-2 and NF-70 that may be necessary to measure the new Minimum*
45 *Streamflow releases shall be completed within three years after issuance of the New*
46 *Project License. Licensee shall record instantaneous 15-minute streamflow as required*

1 by USGS standards at NF-2 and NF-70. The instantaneous 15-minute streamflow at
2 these gages shall be at least 90 percent of the Minimum Streamflows set forth in Tables
3 A-1 and A-2 above provided that the individual mean flows over a 24-hour period shall
4 be equal to or greater than the Minimum Streamflow set forth in Table A-1 and A-2.
5

6 **6. Ramping Rates.** For the preservation and improvement of aquatic resources in the
7 Project area, Licensee shall control river flows by ramping streamflow releases from
8 Project dams as provided in this Paragraph 6. Ramping Rates shall not apply to releases
9 from Project Powerhouses (excluding Oak Flat Powerhouse) or Uncontrolled Spills from
10 Project dams.
11

12 **A. Basic Ramping Rates:** During periods when ramping can be controlled, Ramping
13 Rates shall apply to releases made from Canyon Dam and Belden Dam. Ramping
14 Rates shall be followed during releases made to provide Pulse Flows and recreation
15 river flows, and all other releases from Canyon Dam and Belden Dam that the
16 Licensee makes for operational purposes. Monthly changes in Minimum Streamflow
17 releases shall be made in a single step because the change is always less than the
18 Ramping Rate criterion. Licensee shall follow the Basic Ramping Rate as close as
19 reasonably practicable given gate and other operating limitations:
20

21 Canyon Dam: 0.5 ft/hr up and down, in all months, as measured at NF-2; and
22 Belden Dam: 0.5 ft/hr up and down, in all months, as measured at NF-70.
23

24 Changes in Canyon Dam streamflow releases, because of gate size and other factors,
25 may exceed the Ramping Rate in any particular hour, but Licensee shall make a Good
26 Faith effort to return to the overall Basic Ramping Rate in the next and subsequent
27 hours.
28

29 **B. Revision to Ramping Rates:** In the event that studies or monitoring during the
30 term of the License identify the need for modifications to ramping rates, the Licensee
31 shall consult with the FS, FWS, CDFG, SWRCB and other Parties to establish more
32 appropriate rates. New Ramping Rates for Pulse Flows shall not result in an increase
33 in the total volume of water that is required to be released when the new Ramping
34 Rates are applied to geomorphic Pulse Flows. The total volume of water released for
35 a recreation river flow release shall not exceed 110% of the flow volume resulting
36 from the releases specified in Section 2, Table B when the new Ramping Rates are
37 applied. For example, the volume of water released in addition to the Minimum
38 Streamflow during a recreation river flow release in July of a Normal water year is
39 471 AF when the Basic Ramping Rate is applied to the required 750 cfs release
40 amount set forth in Section 2, Table B. If the Basic Ramping Rate is revised, the
41 volume of water released in addition to the Minimum Streamflow for that same
42 month when the revised Ramping Rate is applied shall not exceed 518 AF.
43 Depending upon how the Basic Ramping Rate is revised, the volume limitations
44 described above may require a corresponding change in the magnitude or duration of
45 the scheduled Pulse Flows or recreation river flow release.
46

1 **C. Unit Trips:** Licensee shall make a Good Faith effort to control streamflow
2 releases to stay within the Basic Ramping Rates but shall not be in violation of the
3 Basic Ramping Rates in the event that the specified rates are exceeded due to a unit
4 tripping off-line, and subsequent restoration, or other conditions beyond the
5 reasonable control of Licensee.
6

7 **7. Belden Block Loading.** To (a) minimize the frequency of fluctuation in the river
8 stage and (b) help meet Basic Ramping Rates at downstream Licensee dams, Licensee
9 shall Block Load Belden Powerhouse at times when the Rock Creek Dam is spilling
10 water in excess of the minimum streamflow required under the FERC license for Project
11 No. 1962 but less than 3,000 cfs. Under Block Loading, a unit's generation level is not
12 cycled but rather set at a constant level for a predetermined period of time. Licensee
13 shall not be required to implement or continue this operation if the gate controls at
14 downstream Licensee dams are shown to be able to meet the Ramping Rates specified in
15 the Project No. 1962 license without such Block Loading. If the draft through Belden
16 Powerhouse needs to be increased or decreased from Block Loading levels between 0 and
17 40 MW, Licensee shall, to the extent reasonably feasible, make adjustments to Belden
18 Powerhouse drafts so as not to exceed ramping rates specified in the Project No. 1962
19 license. Because of operational constraints that limit Licensee's ability to operate Belden
20 Powerhouse between 40 and 70 MW, Licensee shall not be required to comply with the
21 Basic Ramping Rates if a transition through these MW levels is needed. Licensee shall
22 attempt to accomplish this transition with as little impact on the Basic Ramping Rates as
23 reasonably feasible.
24

25 **8. Lower Butt Creek Streamflow and Habitat Monitoring.** In addition to maintaining
26 gages at NF-2 and NF-70 as provided in Paragraph 5 above, Licensee shall rehabilitate,
27 as necessary, and maintain an existing streamflow gaging station located on Lower Butt
28 Creek designated by Licensee as NF-9. An approximate rating curve shall be maintained
29 with periodic spot checks and re-rating as necessary. The gage and the data collected at
30 the gage shall not be required to meet USGS standards. This gage shall be read each year
31 on or about April 1, June 1, August 1 and October 1.
32

33 Within 12 months of license issuance, Licensee in consultation with FS, FWS, SWRCB,
34 CDFG, and Parties, shall develop and submit to FERC for its approval a plan to monitor
35 and assess aquatic habitat quality in Lower Butt Creek between Butt Valley Dam and the
36 confluence with the NFFR. This monitoring plan shall include evaluation of habitat
37 quality at intervals of 3 to 5 years, depending on Water Year Type and other appropriate
38 factors. If the Licensee, in consultation with FS, FWS, SWRCB and CDFG, concludes
39 that habitat quality in Lower Butt Creek has degraded and that Pulse Flows would
40 provide a significant benefit, then Licensee shall implement Pulse Flows as described in
41 Paragraph 4 above.
42

43 If the monitoring plan data demonstrates that the Lower Butt Creek weir is blocking fish
44 passage, then within one year after the evaluation of monitoring plan data that confirms
45 fish passage blockage Licensee shall remove or modify the existing weir to allow fish
46 passage.

1
2 **9. Seneca, Butt and Belden Reach Biological Monitoring.** Within one year of license
3 issuance, and after consultation with the FS, FWS, SWRCB, CDFG and Parties, the
4 Licensee shall file with FERC a fish population, benthic macroinvertebrate, and
5 amphibian monitoring plan outlining sampling that shall be conducted in the Upper North
6 Fork Feather River Project Seneca, Butt Creek and Belden bypass reaches. The plan
7 shall include, at a minimum, the following components: (a) Between years 10 and 12
8 after license issuance, Licensee shall initiate a cooperative aquatic monitoring program
9 with FS, FWS, SWRCB, and CDFG. Sampling shall occur every two years over a six-
10 year period, for a total of three sampling efforts. The program shall include monitoring
11 of fish populations including condition and trend and benthic macroinvertebrates in at
12 least three sites in the Belden and Seneca Reaches. Benthic macroinvertebrate
13 monitoring shall include population robustness, feeding group and tolerance/intolerance
14 trend monitoring. Sampling may be deferred to the following year in the event of a CD
15 year; (b) The amphibian monitoring plan for the Seneca, Butt Creek and Belden bypass
16 reaches shall include targeted monitoring of FS Sensitive amphibians conducted at three-
17 year intervals beginning no later than three years following license issuance. Should
18 target amphibians be located in Project reaches, focused annual monitoring of population
19 health, life stages, reproductive success, and distribution will be required.

20
21 The Licensee shall provide results of monitoring and any flow change recommendations
22 to FERC, FS, FWS, SWRCB, CDFG and Parties in a draft technical report prepared by
23 June of the year following completion of each sampling effort. The Licensee shall
24 finalize the technical report by the following December. In addition to describing the
25 results, the report shall compare the results with those of previous surveys. The fish-
26 based sampling shall discuss implications regarding trends in fish abundances. The
27 benthic macroinvertebrate sampling report shall enumerate any changes over time
28 regarding the composition of functional feeding groups, overall population heterogeneity
29 and robustness, and pollution tolerance/intolerance trends.

30
31 At the conclusion of the aquatic monitoring program described in subsection (a) above,
32 the Licensee, FS, CDFG, FWS, SWRCB, Plumas and other interested Parties shall meet
33 to review the results of the monitoring. If, after review of the data collected during the
34 monitoring, the parties specified above in this paragraph determine that aquatic species or
35 other ecological attributes may benefit from modifications to the Minimum Streamflows
36 set forth in Tables A-1 and A-2, the parties specified above in this paragraph shall
37 evaluate and determine whether such modifications: (1) can be implemented within
38 Licensee's operational capabilities; (2) will maintain the total annual volume of water
39 that has been allocated for Minimum Streamflows in any given Water Year Type as set
40 forth in Tables A-1 and A-2; and (3) will not adversely impact other Beneficial Uses,
41 including hydroelectric power generation, Lake Almanor surface water elevation, and
42 recreation. If all Parties concur and propose revised Minimum Streamflows that meet
43 these criteria, Licensee shall file the proposal with FERC for its approval.

44

1 **Section 2. Recreation River Flow Management**

2
3 **1. Recreation River Flow Technical Review Group.** Licensee shall, within 6 months
4 after license issuance, establish a Recreation River Flow Technical Review Group
5 (“TRG”) for the purpose of consulting with Licensee in the design of recreation and
6 resource river flow management and monitoring plans, review and evaluation of
7 recreation and resource data, and in the development of possible recreation river flows in
8 the Belden Reach. The TRG shall be composed of FS, CDFG, SWRCB, FWS, NPS,
9 Plumas, and other Parties. TRG meetings shall be open to and accept comments from the
10 public. The Licensee shall maintain, and make public, records of TRG meetings, and
11 shall forward those records with any recommendations to the FS, SWRCB and FERC.
12 The Licensee shall establish communication protocols in consultation with the TRG to
13 facilitate interaction between TRG members, which allow for open participation,
14 consultation with independent technical experts, and communication between all TRG
15 participants.

16
17 **2. Recreation Flow Implementation Plan.** Licensee shall implement the following
18 plan.

19
20 **A. Determination to Proceed with Test Flows:** Within six months after license
21 issuance, Licensee shall convene the TRG to evaluate the existing available
22 ecological information regarding recreation river flows and make a determination
23 whether (i) sufficient information exists to conclude that recreation river flows will
24 result in unacceptable impacts on sociological or ecological resources; or (ii)
25 recreation test river flows as prescribed in Paragraph 3, Table B should be conducted
26 in order to further evaluate the ecological and social effects of recreation river flows
27 in the Belden Reach. If the TRG determines that recreation test river flows should be
28 conducted, it shall not recommend any flow schedule that exceeds the frequency,
29 magnitude or duration of flows prescribed for any given month in Paragraph 3, Table
30 B below. Within six months of convening the TRG, Licensee shall forward the TRG
31 recommendations regarding recreation test river flows to FS and SWRCB.

32
33 **B. Approvals to Proceed with Test Flows:** If the TRG recommends that recreation
34 test river flows in the Belden Reach should be conducted, the FS and SWRCB will
35 consult with appropriate state and federal agencies including the FWS, Licensee,
36 tribal governments, and other interested Parties prior to approving, denying or
37 modifying the TRG’s proposal. If the FS and SWRCB approve a proposed schedule
38 for recreation river test flows that does not exceed the frequency, magnitude or
39 duration of the flows prescribed for any given month in Paragraph 3, Table B below,
40 Licensee shall submit the proposal to FERC for its approval.

41
42 **C. Conducting Test Flows:** Upon approval from FERC, Licensee shall conduct
43 recreation test river flows as prescribed in Paragraph 3, Table B for a 3-year period.

44
45 **D. Monitoring:** Licensee shall prepare and submit to the FS and SWRCB for their
46 review and approval, concurrent with the TRG recommendation, a Belden Reach

1 Recreation Test River Flow Evaluation Plan. Upon FS and SWRCB approval,
2 Licensee shall file the plan with FERC for its approval. The plan shall be designed to
3 evaluate the effects of the recreation test river flow releases on ecological and social
4 resources, and the metrics to be used in this determination. Upon approval of the plan
5 by FERC, Licensee shall implement the plan during the 3-year recreation test flow
6 period.
7

8 E. Determination of Continued Flows: After the 3-year recreation test river flow
9 period, Licensee shall convene the TRG to evaluate the existing available ecological
10 and social information. The TRG shall make a recommendation regarding whether
11 recreation river flows should be continued in order to meet the river flow
12 management for recreation objective. The TRG shall not recommend any flow
13 schedule that exceeds the frequency, magnitude or duration of flows prescribed for
14 any given month in Paragraph 3, Table B below.
15

16 F. Approval of Results of Determination of Continued Flows: Licensee shall
17 forward to the FS and SWRCB any recommendation by the TRG to continue
18 recreation river flows. The FS and SWRCB will consult with appropriate state and
19 federal agencies including FWS, Licensee, tribal governments, and other interested
20 Parties prior to approving, denying or modifying the TRG's proposal. If the FS and
21 SWRCB approve a proposed schedule for continued recreation river flows that does
22 not exceed the frequency, magnitude or duration of the flows prescribed for any given
23 month in Paragraph 3, Table B below, Licensee shall submit the proposal to FERC
24 for its approval.
25

26 **3. Recreation River Flows.** Subject to the conditions of Paragraph 2 above, Licensee
27 shall implement the following recreation river flow schedule and other provisions
28 presented in Table B, Belden Reach Recreation River Flow Schedule.
29

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Table B – Belden Reach Recreation River Flow Schedule *

	Release amount in Cubic Feet per Second (cfs)		Release Days per Month				Boats Per Day Triggers	
	Dry/ Crit. Dry	Normal/ Wet	Crit. Dry Start	Crit. Dry Cap	Dry/ Normal/ Wet Start	Dry/ Normal/ Wet Cap	Wet & Normal /Dry	
							Up	Down
July	650	750	1 day	1 day	1 day	2 days	>100	<100
Aug	650	750	1 day	1 day	1 day	2 days	>100	<100
Sep	650	750	1 day	1 day	1 day	2 days	>100	<100
Oct	650	750	1 day	1 day	1 day	2 days	>100	<100

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- During Normal and Wet water years, recreation river flow releases at Belden Dam and measured at NF-70 shall occur between the hours of 10 AM and 4 PM for the first release day of each month, and between the hours of 10 AM and 2 PM for the second release day of each month. During Dry and CD water years, recreation river flow releases shall occur between the hours of 10 AM and 1 PM for both release days.

A. **Recreation Flow Calendar:** Licensee shall post, through a third party or other mechanism, an annual recreation flow calendar that schedules the initial recreation flow day per month. Licensee shall conduct an annual planning meeting with SWRCB, FS, and other interested Parties each year in March to discuss expected Water Year Type, results of monitoring efforts, Licensee maintenance needs that may conflict with recreation flow releases, and other relevant issues.

B. **Additional Flow Days:** The desired date of the month for any additional recreation river flow release days triggered by number of boats per day as described in Paragraph 3 (D) below will be recommended by the TRG based on evaluation of social and ecological considerations.

1 **C. Recreation River Flow Postponement:**

2 **1. Emergencies:** In the event of an Emergency, Licensee may postpone any
3 scheduled recreation river flow release. Licensee shall provide as much notice as
4 reasonably practicable under the circumstances.

5
6 **2. Postponed Recreation River Flows:** To the extent reasonably practicable,
7 Licensee shall reschedule postponed recreation river flow releases as
8 recommended by the TRG.
9

10 **D. Triggers for Adjustments:** During scheduled recreation river flow releases,
11 Licensee shall count observed boater use in number of boats per day to determine
12 whether recreation river flow release days should be added or subtracted. All boats
13 will be counted as 1 boat except for rafts 12' or greater in length will be counted as 2
14 boats. All boats observed on the Belden Reach for any part of a given day will be
15 counted. If the number of boats per day on the first recreation river flow release day
16 for a month exceeds 100 boats per day, one day of recreation river flow release shall
17 be added to the recreation river flow release schedule in that month the next year. If
18 the number of boats per day is less than 100 boats per day for both the recreation river
19 flow releases in one month, one day of recreation river flow release shall be
20 subtracted from the recreation river flow release schedule for that month in the next
21 year. Recreation river flow releases shall not decrease below 1 day per month and
22 shall not exceed the cap defined in Table B. Recreation river flow release days shall
23 not be added or subtracted during any period of recreation test river release flows
24 conducted pursuant to Paragraph 2(C) above.
25

26 The Licensee shall develop and implement a visitor survey for up to three years to
27 determine if visitors would choose to return to recreate on the Belden Reach based on
28 their experience related to number of boats encountered on the river. The visitor
29 survey questionnaire and methodology shall be statistically valid and approved by the
30 TRG. The TRG will evaluate the survey results and other data to determine if the
31 trigger for adding/deleting days, based on number of boats per day, should be
32 amended based on this analysis.
33

34 **E. Ramping Rates:** In implementing recreation river flow releases, Licensee shall
35 apply the Basic Ramping Rates as defined in Section 1, Paragraph 6.
36

37 **F. Streamflow Information:** Through a third party or other mechanism, Licensee
38 shall make available on the Internet, a calendar that lists the dates of the March Pulse
39 Flow in the Seneca Reach and any scheduled Pulse Flow or recreation river flow
40 releases in the Belden Reach. The calendar shall state the timing and magnitude of
41 the scheduled flow release. The March Pulse Flow release in the Seneca Reach will
42 be posted by February 15 and the scheduled summer releases in the Belden Reach
43 will be posted by May 15. If the Licensee anticipates releasing flows in the Seneca or
44 Belden Reaches of a similar magnitude and duration as a scheduled Pulse Flow, it
45 shall post an estimate of the release magnitude and duration of the flow.
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1 **Section 3. Reservoir Operation**
2

3 **1. Water Level Management.** To meet the ecological, cultural, aesthetic, social,
4 economic, recreational and Project operational needs, Licensee shall operate Project
5 reservoirs in accordance with the following provisions. Lake level is defined as surface
6 water elevation, expressed in PG&E datum and measured at Canyon Dam, Butt Valley
7 Dam, and Belden Forebay Dam. PG&E datum is 10.2 feet lower than the USGS datum.
8 All elevations noted within this Section are PG&E datum.
9

10 **2. Lake Almanor Water Levels.** Lake Almanor is a multi-season reservoir that
11 typically fills from January through June and is then drafted from July through
12 December. Licensee shall operate Lake Almanor as follows:
13

14 **A. Wet and Normal Water Years:** Under Wet and Normal Water Year Types,
15 Licensee shall operate Lake Almanor so that by May 31, the water surface elevation
16 is at or above 4485.0 feet, corresponding to approximately 908,000 acre-feet (AF).
17 From June 1 through August 31, Licensee shall operate Lake Almanor so that the
18 water surface elevation is at or above 4485.0 feet, corresponding to approximately
19 908,000 AF.
20

21 **B. Dry Water Years:** Under Dry Water Year Types, Licensee shall operate Lake
22 Almanor so that by May 31, the water surface elevation is at or above 4483.0 feet,
23 corresponding to approximately 859,000 AF. From June 1 through August 31,
24 Licensee shall operate Lake Almanor so that the water surface elevation is at or above
25 4480.0, corresponding to approximately 787,000 AF.
26

27 **C. Critically Dry Water Years:** Under Critically Dry Water Year Types, the Licensee
28 shall operate Lake Almanor so that by May 31, the water surface elevation is at or
29 above 4482.0 feet, corresponding to approximately 835,000 AF. From June 1
30 through August 31, Licensee shall operate Lake Almanor so that the water surface
31 elevation is at or above 4480.0 feet, corresponding to approximately 787,000 AF.
32

33 **3. Butt Valley Reservoir Water Levels.** Under all Water Year Types, Licensee shall
34 operate Butt Valley Reservoir so that minimum water surface elevation from June 1
35 through September 30 is at or above elevation 4120.0 feet, corresponding to
36 approximately 32,000 AF and from October 1 through May 30, is at or above elevation
37 4115.0 feet, corresponding to approximately 24,500 AF.
38

39 **4. Belden Forebay Water Levels.** Under all Water Year Types, Licensee shall operate
40 Belden Forebay so that the minimum water surface elevation is 2905.0 feet,
41 corresponding to approximately 300 AF.
42

43 **5. Multiple Dry Water Years.** In the event of multiple, sequential Dry or CD Water
44 Year Types, Licensee shall be allowed to decrease surface water elevations beyond those
45 specified in Paragraphs 2 through 4 above. By March 10 of the second or subsequent
46 Dry or CD water year and the year following the end of a sequence of Dry or CD water

1 years, Licensee shall notify CDFG, FWS, SWRCB, FS, and Plumas of Licensee's
2 drought concerns. By May 1 of these same years Licensee shall consult with
3 representatives from CDFG, FWS, SWRCB, FS, Plumas, and Parties to discuss
4 operational plans to manage the drought conditions. If the parties specified above agree
5 on a revised operational plan, Licensee may begin implementing the revised operational
6 plan as soon as it files documentation of the agreement with FERC. If unanimous
7 agreement is not reached, Licensee shall submit the proposed plan to FERC, as well as
8 both assenting and dissenting comments, should they exist, and request expedited
9 approval.

10
11 **6. Temporary Modifications.** Licensee may temporarily modify the minimum water
12 surface elevations specified in this Section upon unanimous agreement between Licensee,
13 SWRCB, CDFG, FWS, FS, Plumas, and Parties or, if a timely agreement is deemed not
14 possible by Licensee, upon FERC approval of a proposal filed by Licensee. Any
15 agreement reached by the parties specified above may be implemented as soon as
16 Licensee files documentation of the agreement with FERC. If no agreement is reached
17 by the parties specified above, the Licensee shall provide a proposal to FERC for
18 approval, such proposal shall contain any comments or recommendations received from
19 SWRCB, FWS, CDF&G, FS and Plumas. Possible conditions that may warrant
20 temporary modifications include substantial maintenance or repair work on Project
21 facilities.

22
23 **7. Emergencies.** In the event of an Emergency, Licensee is authorized to take such
24 immediate action as may be necessary to reduce the risk.

25
26 **8. Exercise of Licensee's Water Rights.** Nothing in this Section is intended to prevent
27 or reduce Licensee's ability to fully exercise its water rights for storage and direct
28 diversion at its facilities.

29
30 **9. Maximum Water Surface Elevation.** In addition to the management procedures
31 contained in this Section, Licensee shall take such reasonable actions as may be prudent
32 to keep the water surface elevation in Lake Almanor from exceeding elevation 4494.0
33 feet unless a higher level is approved by FERC and the California Department of Water
34 Resources, Division of Safety of Dams.

35
36 **10. Implementation of Water Surface Elevation Requirements.** Licensee shall
37 implement the requirements of this Section 3 within six months after license issuance.

38
39 **11. Lake Almanor Information.** Licensee shall make available daily midnight storage
40 and water surface elevation of Lake Almanor, rounded to the nearest 100 AF and tenth of
41 a foot, respectively, delayed between approximately 7 and 10 days, on the Internet
42 through a third party or other mechanism.

43
44 **12. Annual Meeting With Plumas.** Licensee shall meet annually with a committee
45 appointed by the Plumas County Board of Supervisors. This meeting shall be held
46 between March 15 and May 15 to allow Licensee to inform the committee about Lake

1 **Almanor water elevation levels predicted to occur between May 1 and September 30. In**
2 **addition, should Licensee forecast that its obligation to deliver water to the State of**
3 **California and Western Canal Water District pursuant to the January 17, 1986 agreement**
4 **will require Licensee to deviate from the Lake Almanor water elevation levels set forth in**
5 **this Section 3, Licensee shall schedule an additional meeting with the committee within**
6 **one month of the forecast.**
7

1 **Section 4. Water Year Type**

2
3 Reservoir operating levels, Minimum Streamflows, Pulse Flow occurrence, and
4 recreation flows may vary depending on the predicted magnitude of the annual runoff
5 from the river basin. Water years have been classified into four Water Year Types based
6 on the California Department of Water Resources (DWR) records of annual inflow to
7 Lake Oroville (Oroville) from 1930-1999: Wet, Normal, Dry, and Critically Dry (CD).
8 Licensee shall determine Water Year Type based on the predicted, unimpaired inflow to
9 Oroville and spring snowmelt runoff forecasts provided by Licensee and DWR each
10 month from January through May. The Water Year Types are defined as follows:

- 11
12 **Wet:** Greater than or equal to 5,679 thousand acre-feet (TAF) inflow to
13 Oroville.
14 **Normal:** Less than 5,679 TAF, but greater than or equal to 3,228 TAF inflow to
15 Oroville.
16 **Dry:** Less than 3,228 TAF, but greater than or equal to 2,505 TAF inflow to
17 Oroville.
18 **CD:** Less than 2,505 TAF inflow to Oroville.

19
20 Licensee shall make a forecast of the Water Year Type on or about January 10th, notify
21 FS, CDFG, FWS, SWRCB, Plumas, and Parties within 15 days, and operate the Project
22 based on that forecast for the remainder of that month and until the next forecast. New
23 forecasts will be made on or about the tenth of February, March, April, and May after the
24 snow surveys are completed, and operations will be changed as appropriate. In making
25 the forecast each month, average precipitation conditions will be assumed for the
26 remainder of the water year. The May forecast shall be used to establish the Water Year
27 Type for the remaining months of the year and until the next January 10, when
28 forecasting shall begin again. Licensee shall provide notice to FERC, SWRCB, CDFG,
29 FS, FWS, Plumas, and other Parties of the final Water Year Type determination within
30 15 days of making the determination.

1 **Section 5. Water Quality Monitoring Program**
2

3 **1. Water Quality Monitoring.** The Licensee shall conduct an ongoing water quality
4 monitoring program for the Project to provide data to demonstrate the level of protection
5 provided for Beneficial Uses of Project waters and to identify any trends in water quality
6 conditions that may occur over time. If adverse water quality is shown to be a result of
7 the Licensee's Project operations or maintenance, the Licensee shall develop and
8 implement a plan and/or measures to mitigate Project-related effects on water quality.
9

10 **2. Water Quality Study and Monitoring Plan**

11 A. Selected Water Quality Monitoring: The Licensee shall conduct a special study to
12 investigate the dissolved cadmium concentrations and specific conductance levels in
13 waters of the UNFFR observed in 2002-2003. Licensee shall take water quality
14 samples at 20 locations throughout the upper watershed each spring, summer and fall.
15 Sampling shall include analysis of dissolved cadmium, total hardness and *in situ*
16 parameters (temperature, dissolved oxygen ("DO"), pH, specific conductance, and
17 turbidity). Water quality sampling shall include single grab samples at stream
18 locations and both surface and bottom samples at three locations in Lake Almanor
19 and one location in Butt Valley Reservoir.
20

21 Water samples for dissolved cadmium analysis shall be collected using the ultra clean
22 field sampling techniques outlined in EPA Method 1669: *Sampling Ambient Water*
23 *for Trace Metals at EPA Water Quality Criteria Levels*. Dissolved cadmium
24 concentrations shall be determined using EPA Method 1638: *Determination of Trace*
25 *Metals in Ambient Waters by Inductively Coupled Plasma – Mass Spectrometry*.
26

27 1. Frequency: At a minimum, this monitoring shall be conducted in years 1
28 and 2 after license issuance. This monitoring program may be modified or
29 terminated if agreed to by the Licensee and the Water Quality Parties that either
30 (a) cadmium and specific conductance levels consistently meet water quality
31 objectives outlined in the Basin Plan and the USEPA California Toxics Rule
32 ("CTR") for Freshwater Aquatic Life and National Recommended Ambient
33 Water Quality ("NRAWQ") or (b) the sources are non-Project related.
34

35 B. Bacteriological Sampling: The Licensee shall conduct bacteriological monitoring
36 (consistent with Basin Plan objectives for protection of the REC-1 beneficial uses) at
37 a total of 10 locations within the Project boundaries. Sampling shall include five
38 annually rotating stations at Licensee-owned or managed recreation sites around Lake
39 Almanor, three rotating stations at Licensee-owned or managed recreational sites
40 around Butt Valley Reservoir, and two recreation sites on the Belden Reach of the
41 UNFFR. The Licensee, in consultation with Water Quality Parties shall select
42 sampling locations based on criteria that include areas where: (a) swimming and other
43 water contact recreation activities are known to occur, and (b) there are sources for
44 potential introduction of pathogens to the water column in the immediate vicinity.
45 Five samples shall be collected at each of the 10 sampling locations during the 30-day
46 period that spans either the Independence Day Holiday (June-July) or the Labor Day

1 Holiday (August-September), using the five samples in 30-days methodology as
 2 outlined in the Basin Plan.

3
 4 1. Frequency: Bacteriological monitoring shall be conducted annually for the
 5 first five (5) years after license issuance, then once every other year through the
 6 term of the license. Licensee shall consult with SWRCB and the Water Quality
 7 Parties to determine the location of the rotating sampling stations no later than
 8 April 30 of each designated sampling year. This monitoring program may be
 9 modified or terminated if agreed to by the Licensee and the Water Quality Parties.

10
 11 **C. Fish Tissue Bioaccumulation Screening:** The Licensee shall monitor the potential
 12 bioaccumulation of silver, mercury, and PCBs in tissue samples collected from
 13 resident catchable-sized fish in Project waters. Licensee shall collect fish samples
 14 from Lake Almanor, Butt Valley Reservoir, and Belden Forebay. Fish collected from
 15 Lake Almanor and Butt Valley Reservoir shall be analyzed for silver and mercury.
 16 Fish collected from Belden Forebay shall be analyzed for PCBs, silver, and mercury.
 17 All fish collected shall be within the legal "catchable" size range (minimum total
 18 length of 8 inches), with larger individuals targeted (i.e., total length of 10-12 inches
 19 and larger). The sampling strategy developed for Butt Valley Reservoir and Belden
 20 Forebay shall be consistent with the field methods developed in the relicensing
 21 process in coordination with the SWRCB's Toxic Substances Monitoring Program, as
 22 reflected in Table 1. Specific sampling strategies for Lake Almanor are listed in
 23 Table 2.

24
 25 1. Frequency: The bioaccumulation fish tissue screening samples shall be
 26 collected once every 5 years, beginning the first year after license issuance. The
 27 monitoring shall continue through the term of the New Project License. During
 28 the term of the New Project License, the monitoring and reporting requirements
 29 may be modified or terminated if it is demonstrated to the satisfaction of the
 30 SWRCB and other agencies included as Water Quality Parties that the given
 31 requirement is no longer necessary.

32
 33 **Table 1. Butt Valley and Belden Fish Tissue Bioaccumulation Screening - Sampling**
 34 **Protocols**

35
 36 **Butt Valley Reservoir**

37 **Assessment of Silver and Mercury uptake in resident fish species.**

38 **Sample:** Smallmouth Bass (9 individuals)
 39 Brown Trout (6 individuals)
 40 Rainbow Trout (6 individuals)

41
 42 **Belden Forebay**

43 **Assessment of Silver, Mercury and PCB uptake in resident fish species.**

44 **Sample:**
 45 A) Smallmouth Bass (6 individuals)
 46 Rainbow Trout (6 individuals)

- 1 Sacramento Sucker (2 composites¹ of 3 individuals)
- 2
- 3 or
- 4 B) Smallmouth Bass (3 composites¹ of 3 individuals)
- 5 Rainbow Trout (3 composites¹ of 3 individuals)
- 6 Sacramento Sucker (2 composites¹ of 3 individuals)

7 ¹ Composites must fall within a 25% range in total length.

8

9 **Table 2. Lake Almanor Fish Tissue Bioaccumulation Screening - Sampling**

10 **Protocols**

11

12 Lake Almanor

13 Assessment of *Silver* and *Mercury* uptake in resident fish species.

14 Sample: Smallmouth Bass (18 individuals)

15 Brown Trout¹ (9 individuals)

16 Brown Bullhead (2 composites² of 3 individuals)

17

18 ¹ Sacramento Pikeminnow may be substituted, if brown trout cannot

19 be reasonably obtained.

20 ² Composites must fall within a 25% range in total length.

21

22 **D. Canyon Dam Mitigation Measures Evaluation:** In order to reduce odor and

23 suspended metals while maintaining appropriate water temperatures in the Seneca

24 Reach, Licensee shall implement the following "Canyon Dam mitigation measure" by

25 switching from the low-level gate (4422' PG&E datum) at Canyon Dam to the upper-

26 level gate (4467' PG&E datum) on September 15. The flow release will be switched

27 back to the low-level gate on or after November 1. Licensee shall monitor and

28 evaluate the adequacy and efficacy of the Canyon Dam mitigation measure by

29 conducting one *in-situ* water quality profile per month near the Canyon Dam intake

30 structure in Lake Almanor during the months of June, July, August, September and

31 October. The profile of *in-situ* parameters shall include DO, temperature, pH,

32 specific conductance, and turbidity collected at 1-meter intervals to monitor the onset

33 of reduced oxygen conditions in the hypolimnion of Lake Almanor. During the

34 September and October sampling events, Licensee shall also collect samples at the

35 surface and bottom of Lake Almanor near the Canyon Dam intake structure and at

36 three locations in the Seneca Reach and analyze them for hydrogen sulfide, iron,

37 manganese, and arsenic. *In-situ* water quality parameters will also be collected at all

38 stations. During the October sampling event, Licensee shall also collect and analyze

39 one sediment sample near the Canyon Dam intake structure for hydrogen sulfide,

40 sulfate, iron, arsenic and manganese.

41

42 Licensee shall coordinate the collection of the water quality and sediment samples

43 described above with the Canyon Dam mitigation measure as follows: Licensee shall

44 take the September samples before it switches from the lower gate to the upper gate at

45 the Canyon Dam Intake structure and Licensee shall take the October samples after it

46 has switched to the upper gate.

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1. **Frequency:** The monitoring shall begin the first year after license issuance. At a minimum, monitoring shall occur in six (6) water years, with two (2) occurrences in Wet water years, two (2) occurrences in Normal water years, and two (2) occurrences in Dry/CD water years after license issuance. At the conclusion of the 6-year data collection effort, the program shall be evaluated to determine the effectiveness of the Canyon Dam mitigation measure. Based on data collected, the Licensee, in consultation with the Water Quality Parties, shall make a determination on the effectiveness of the Canyon Dam mitigation measure and the need (if any) for additional monitoring or development and implementation of alternative measures.

E. Lake Almanor Water Quality Monitoring Program: Licensee shall conduct water quality sampling in Lake Almanor to monitor long-term water quality trends. The monitoring program is designed to monitor the long-term trends observed in Lake Almanor and to determine if water quality parameters are protective of Beneficial Uses designated for Lake Almanor and meet water quality objectives outlined in the Basin Plan and the USEPA CTR and NRAWQ criteria. Licensee shall collect water samples at the surface and near the bottom of Lake Almanor at three (3) representative locations, one in the channel near the Canyon Dam Intake structure, one in western lobe, and one in the eastern lobe. The Licensee shall analyze these water samples for general minerals, metals, nutrients, and petroleum products (Table 3). Licensee shall also conduct an *in-situ* water quality profile at each of the three locations. *In-situ* water quality profiles shall include DO, temperature, pH, specific conductance, and turbidity measurements at 1-meter intervals. Licensee shall also collect a Secchi disc measurement at each location.

1. **Frequency:** Lake Almanor water quality monitoring shall be conducted seasonally (spring summer, and fall) once every five (5) years beginning in Year 3 after license issuance, and shall continue through the term of the New Project License. The sampling frequency may be increased to once every three (3) years for specific constituent(s) on Table 3 if the water quality monitoring results exhibit a statistically significant increasing trend over time, or if a constituent's concentrations that have been historically low, approach or exceed applicable federal or state water quality standards. During the term of the New Project License, the monitoring and reporting requirements may be modified or terminated if the Licensee, the SWRCB, and the other Water Quality Parties agree that the given requirement is no longer necessary or needs to be adjusted to more appropriately monitor for changes in Project operations, regulatory mandates, or to focus study needs.

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Table 3. Sampling Parameters for the Lake Almanor Water Quality Monitoring Program.

<i>Total Metals¹</i>	Aluminum	<i>Nutrients</i>	Nitrate+Nitrite
	Silver		Total Ammonia
	Arsenic		Orthophosphate
	Copper		Total Phosphorous
	Cadmium		Total Organic Nitrogen
	Iron		Total Kjeldahl Nitrogen
	Manganese		Chlorophyll-a
	Mercury		Total Organic Carbon
	Nickel		
	Zinc	<i>Petroleum Products</i>	MTBE
			TPHG
<i>Minerals</i>	Calcium		BTEX (Surface only)
	Magnesium		
	Sodium	<i>In-Situ</i>	Temperature
	Potassium		Dissolved Oxygen
	Chloride		pH
			Specific Conductance
<i>General</i>	Hardness		Turbidity
	Sulfate		Secchi Disk
	Total Alkalinity		DO (% saturation)
	Total Suspended Solids		

¹ Dissolved concentrations shall be calculated and reported for cadmium, copper, lead, nickel, silver, and zinc as outlined in *The Metals Translator: Guidance for Calculating a Total Recoverable Permit Limit from A Dissolved Criterion (EPA 823-B-96-007)*.

3. Reporting and Agency Consultations

A. Within three months after license issuance, the Licensee shall develop, in consultation with the Water Quality Parties, monitoring plans that provide specific details, analytical methods, sampling protocols and QA/QC procedures that will be used in the initial monitoring studies described in Section 5, Paragraph 2. These water quality monitoring plans shall be submitted to the Water Quality Parties for review, and following approval by the Chief Division of Water Rights, SWRCB (or successor), shall be filed with FERC for its approval as soon as practicable.

- 1 B. The measures described in Section 5, Paragraph 2 and clarified by plans
2 developed according to Section 5, Paragraph 3 (A) shall outline the monitoring
3 efforts to be implemented in the first five years of the license. This monitoring
4 program is intended to be adaptive in nature and may be modified to more
5 effectively focus on specific Project-related water quality conditions identified in
6 Project waters, if agreed to by the Licensee, SWRCB, and the Water Quality
7 Parties.
8
- 9 C. Licensee shall begin the monitoring program as soon as reasonably
10 practicable but no later than 3 months, after FERC's approval of the monitoring
11 plans described in this Appendix A, Section 5, Paragraph 3 (A).
12
- 13 D. The Licensee shall prepare an annual water quality report that contains
14 elements consistent with reporting requirements from all plans under Section 5.
15 The annual report shall be provided to FERC and the Water Quality Parties no
16 later than March 15 of the following year.
17
- 18 E. To facilitate the exchange of data and ensure dialogue between water
19 quality and aquatic resources management agencies and Water Quality Parties,
20 the Licensee shall convene a discussion group meeting once annually, following
21 distribution of the annual water quality monitoring report. Invitation to
22 participate in the annual water quality discussion group shall include, at a
23 minimum, those entities listed as Water Quality Parties. The annual water quality
24 meeting shall be noticed at the time of annual report distribution and shall provide
25 a minimum of 30 days advance notice to invited participants. The meeting shall
26 occur between April 15 and April 28 each year.
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1 **Section 6. Wildlife Habitat Enhancement**

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3 To enhance wildlife habitat, License shall prepare a Wildlife Habitat Enhancement Plan
4 ("Plan") within 12 months of the date of license issuance. The Plan shall be developed in
5 consultation with the FS, FWS, CDFG, SWRCB, and Plumas and submitted to FERC for
6 approval. The enhancement efforts in the Plan shall be limited to lands owned by the
7 Licensee on the shoreline of Lake Almanor from Last Chance Campground westward to
8 approximately the northern edge of the flood control channel south of the Chester
9 Airport. The Plan shall be designed to benefit a variety of sensitive biological resources
10 including rare plants, wetlands, streamside riparian communities, cultural resources and
11 sensitive wildlife habitat. The primary elements of the Plan shall be fencing and vehicle
12 exclusion measures that will allow continued public foot access to the area to be
13 implemented within two years of license issuance. Licensee's obligation to fund
14 enhancement efforts in the Plan shall be limited to an initial investment of \$20,000 (2005
15 dollars) and an ongoing annual maintenance investment of \$5,000 (2004 dollars). The
16 Plan shall include a provision for periodic review of enhancement efforts with the
17 agencies noted above and shall include procedures for documenting initial and ongoing
18 enhancement efforts.

1 **Section 7. Recreation**

2
3 Licensee shall implement the following recreation facility development, operation and
4 maintenance, monitoring, plan review and revision, resource integration, and I&E
5 programs over the term of the license as stipulated below. Within one year of license
6 issuance, Licensee shall finalize the License Application's Draft UNFFR Recreation
7 Resource Management Plan ("RRMP") in consultation with FS and Plumas for the
8 purpose of describing the implementation of each of the following programs.
9

10 **1. Recreation Facilities Development Program**

11
12 The Licensee shall implement the recreation facility enhancement measures described in
13 this Section after license issuance and during the license term, based on target completion
14 dates indicated below and Recreation Monitoring Indicators and Standards contained in
15 the Draft RRMP. The term "Accessible" below refers to ADA-accessibility
16 improvements that shall be made in accordance with the Americans with Disability
17 Accessibility Guidelines ("ADAAG") at the time the recreation facilities are upgraded or
18 constructed.
19

20 **A. Initial License Issuance Recreation Enhancement Measures**

21
22 Licensee shall initiate and complete implementation of the following recreation
23 measures within the specified target completion dates, as reasonably practicable.
24

25 **1. Lake Almanor**

26
27 **a. Last Chance Family and Group Campground** Target completion is 1-3
28 years after license issuance.

29 In accordance with ADAAG, Licensee shall modify two campsites and existing
30 toilet buildings and provide an access route leading to the nearby creek (150
31 feet).

32 **b. Rocky Point Campground and Day Use Area** Target completion is 5-10
33 years after license issuance.

34 i. Licensee shall convert Loop 3 overflow camping area into a day use swim
35 area containing an approximately 1-acre sand beach above the high
36 water level (4,494-foot elevation, PG&E datum), swimming delineator,
37 paved parking area for 35 to 40 vehicles, and double-vaulted toilet
38 building.

39 ii. Licensee shall relocate the twenty campsites in the Loop 3 overflow area
40 to the Loop 1 camp overflow area and provide a new double vaulted
41 toilet building at this location.

42 iii. Licensee shall provide a new entrance kiosk, three fee-based shower
43 facility buildings (one for each loop) with hot water, and bear-proof food
44 lockers at each of the 151 campsites within the campground.

45 iv. Licensee shall replace older Klamath stoves (a low-style camp stove with
46 a stovepipe) with campfire rings.

1 v.Licensee shall revegetate or harden significantly disturbed areas where
2 erosion has been caused by pedestrian or vehicle traffic.

3 vi.Licensee shall implement the following Accessibility improvements in
4 accordance with ADAAG:

- 5 a) Modify 10 campsites (four at Loop 1, three at Loop 2, and three
6 at Loop 3).
7 b) Provide an Accessible route to the high water level (4,494-foot
8 elevation, PG&E datum) at the sandy beach.
9 c) Modify the existing campground library box, telephones, and
10 the envelope box at the pay station and provide appropriate
11 Accessible access routes.
12 d) Modify existing water faucets near Accessible toilets and
13 campsites.
14 e) Provide Accessible routes to the toilet buildings near the
15 campground entrance and near campsite # 100.
16 f) Relocate the interior pay station directly across the road to
17 a level, firm, and stable surface (Loop 2).
18

19 c. **Forest Service Almanor Shoreline Facilities:** Target completion 1-13 years
20 after license issuance.

- 21 i. Licensee shall provide the FS with 40 percent matching funds up to a
22 total maximum of \$5,000,000 (2004 dollars) for the FS to construct
23 recreation improvements at the following FS-owned recreation
24 facilities: Almanor Family Campground, Almanor Group
25 Campground, Almanor Amphitheater, Almanor Picnic Area, and
26 Almanor Beach. Recreation improvements will include
27 reconstruction of existing facilities and construction of new
28 facilities. During the first thirteen years of the new license term,
29 Licensee's annual obligation to provide matching funds shall be
30 triggered by FS's ability to obtain its share of matching fund
31 contributions. Although the FS will attempt to maintain the 40/60
32 percent split each year, FS may elect to require Licensee to provide
33 a greater or lesser percentage of matching funds in any given year
34 provided that the total cost to Licensee to fund recreation
35 improvements at the above FS-owned recreation facilities shall not
36 exceed \$5,000,000 (2004 dollars). FS shall provide Licensee with
37 its preliminary annual funding request no later than January 15 of
38 the previous year and final funding request no later than April 15
39 of the previous year. FS will bill Licensee when FS share of funds
40 have been allotted. Licensee shall make actual payments upon
41 receipt of billing by the FS.
42 ii. If, at the end of the thirteenth year after the license is issued, the
43 Licensee has not paid the FS the maximum \$5,000,000 (2004
44 dollars) because the FS has been unable to obtain its corresponding
45 share of the matching funds, then Licensee shall use the remaining
46 funds (the difference between the amount Licensee has already

- 1 paid the FS in matching funds and the \$5,000,000 cap (2004
2 dollars)) for recreation improvements at the Almanor Beach and
3 East Shore Family Campground, which shall include the addition
4 of up to 28 campsites in a third loop as funding permits. The FS
5 will be responsible for all design and construction of recreation
6 improvements at FS facilities, and will consult with the Licensee
7 prior to adoption of the final design. The FS will maintain
8 ownership of the facilities both before and after completion of
9 construction of the recreation improvements.
- 10 iii. FS intends to use the matching funds provided by Licensee as
11 described in the preceding paragraph to construct the following
12 recreation improvements. FS may adjust these construction
13 activities depending upon the ability of the FS to obtain its share of
14 the matching funds, site limitations, or other appropriate factors.
- 15 a) **Almanor Family Campground and Amphitheater:**
16 Reconstruct the North and South loops, including general
17 improvement of travel ways and spurs, upgrade sanitation
18 facilities, provide utility hook ups, and construct amphitheater.
- 19 b) **Almanor Group Campground:** Construct camping loops,
20 group gathering area including pavilion, trailer dump station,
21 and rehabilitate, restore and revegetate decommissioned
22 overflow and group camp.
- 23 c) **Almanor Picnic Area:** Define and upgrade picnic sites, shade
24 structures, and interpretation/orientation facilities.
- 25 d) **Almanor Beach:** Expand sandy beach area, expand parking
26 area, and construct swim buoy.
- 27 iv. The reconstruction of the Almanor Boat Launch and Canyon Dam
28 Boat Launch facilities is the responsibility of the FS and is being
29 conducted outside the scope of this Settlement.
- 30 v. FS shall be responsible for any future Reconstruction of existing
31 FS facilities.
- 32
- 33 **d. East Shore Group Camp Area:** Target completion is 1-3 years after
34 license issuance.
- 35 i. Licensee shall convert the existing East Shore Picnic Area to a group
36 reservation camp area that shall accommodate one group of 16 RVs or
37 two groups of eight RVs. The entrance road shall be widened and
38 internal road circulation shall be improved to accommodate RVs.
- 39 ii. Licensee shall provide one Accessible parking space near the existing
40 double-vaulted toilet building and an Accessible access route to the
41 nearby trash receptacles.
- 42 iii. Licensee shall provide bear-proof food lockers at each of the 16 sites, a
43 non-paved, non-Accessible trail down to the shoreline, including
44 switchbacks and stairs, and erosion control measures.
- 45
- 46

1 **e. North Shore Public Boat Launch:** Target completion is 3-5 years after license
2 issuance.

- 3 i. Licensee shall provide a new and expanded public boat launching facility
4 at North Shore Campground. This facility shall include paved parking for
5 40 single vehicles with trailers and 12 single vehicles, a double-vaulted
6 toilet building, and a boarding float. In addition, Licensee shall dredge
7 and maintain along the existing submerged river channel to provide an
8 approximate 1,000-ft long, 50-ft wide, and 6-ft deep boat channel that
9 provides boat access to approximately the 4,480-foot elevation (PG&E
10 datum). The boat launch will be open for public use from April 1 to
11 December 1 when the lake's elevation is at or above the 4,480-foot
12 elevation (PG&E datum) and as snow on the ground permits.
- 13 ii. Licensee shall provide public access to the boat launch facility along an
14 abandoned portion of Highway 36 located along the north side of the
15 campground to reduce traffic impacts to the campground.
- 16 iii. Licensee shall relocate 22 campsites within the Project boundary that will
17 be impacted by the reconstructed boat launch facility.
18

19 **f. Stover Ranch Day Use Area:** Target completion is 3-5 years after license
20 issuance.

21 The Licensee shall develop the Stover Ranch Day Use Area to provide
22 improved Lake Almanor shoreline access for Chester residents. This day use
23 area shall include gravel parking for 10 to 20 vehicles, a double-vaulted toilet
24 building, four picnic tables, a non-paved trail to the shoreline, and an
25 interpretive sign. In addition, one RV site shall be constructed to accommodate
26 a new seasonal Lake Almanor caretaker. The development of the Stover Ranch
27 site shall be coordinated with the Chester Public Utility District and the
28 Almanor Recreation and Park District.
29

30 **g. Marvin Alexander Beach:** Target completion is 1-3 years after license
31 issuance.

32 The Licensee shall assume management responsibility of the PSEA Swim
33 Beach and expand and improve the existing sandy beach to a .4-acre area above
34 the high water level (4,494 foot elevation, PG&E datum). In addition, Licensee
35 shall provide an improved gravel parking area for 30 to 45 single vehicles,
36 replace the two single-vault toilet buildings, ten picnic tables, and provide a new
37 swimming delineator. This PSEA Swim Beach shall be renamed to the Marvin
38 Alexander Beach.
39

40 **h. Canyon Dam Day Use Area:** Target completion is 1-3 years after license
41 issuance for this Licensee facility.

- 42 i. The Licensee shall provide an approximately .3-acre sandy beach above
43 the high water level (4,494 foot elevation, PG&E datum), swim area
44 delineator, an informational kiosk, improved vehicle circulation, and
45 eight new Accessible picnic tables at the Canyon Dam Day Use Area.

- 1 ii. The Licensee shall modify eight existing picnic tables to make them
2 Accessible, provide an Accessible parking space, and provide an
3 Accessible route to the high water level (4,494-foot elevation, PG&E
4 datum) at the swim beach area in accordance with ADAAG.
5 iii. The Licensee shall reserve approximately 1 acre of land adjacent to the
6 Canyon Dam Day Use Area for potential future recreation development
7 during the license term.
8

9 **l. "East Shore" Day Use Area:** Target completion is 1-5 years after license
10 issuance.

11 Licensee shall designate a swimming area in the existing cove adjacent to the
12 proposed new East Shore Campground. This day use area shall contain up to
13 five picnic tables, non-paved shoreline access trails, a single vaulted toilet
14 building, and parking for 10 to 20 vehicles.
15

16 **j. Westwood Beach:** Target completion is 1-3 years after license issuance.
17 The Licensee shall provide a gravel parking area for 10 vehicles, six picnic
18 tables, an Accessible single vaulted toilet building, an approximately .1-acre
19 sandy beach, a swim delineator, and directional signage at the Westwood
20 Beach. Licensee shall also provide shoreline erosion control measures to
21 protect the shoreline from wind caused wave action.
22

23 **k. Stumpy Beach:** Target completion is 1-3 years after license issuance.
24 The Licensee shall provide five picnic tables, directional signage, an
25 approximately .7-acre sandy beach above the high water level (4,494 foot
26 elevation, PG&E datum), and a swim delineator at Stumpy Beach. Licensee
27 shall provide a single vaulted toilet building, if allowed by Plumas and
28 California Department of Transportation set back regulations; otherwise,
29 Licensee shall provide a seasonal portable toilet building. Eight to 10 paved
30 parking spaces parallel to Highway 147 shall be provided with trails connecting
31 to the beach's northern and southern portions. The southern trail shall be
32 Accessible where feasible and the northern trail shall be non-paved. In addition,
33 Licensee shall provide four benches for visitors to view Lake Almanor and the
34 surrounding mountains. Licensee shall also provide shoreline erosion control
35 measures to protect the shoreline from wind caused wave action.
36

37 **l. Catfish Beach:** Target completion is 3-5 years after license issuance.
38 Licensee shall make a Good Faith effort to negotiate a reasonable easement
39 across private lands to provide public road access and install a single vaulted
40 toilet building to the Catfish beach area. Licensee shall not be required to seek
41 to condemn the easement if the negotiations are unsuccessful. If the Licensee is
42 able to negotiate the easement, Licensee shall monitor and maintain the toilet
43 building and the site's cleanliness through arrangements with the North Shore
44 Campground managers, the Stover Ranch caretaker, or other appropriate means.

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m. Almanor Scenic Overlook: Target completion is 1-5 years after license issuance.

Licensee shall provide an Accessible parking space and route to the existing Accessible double-vaulted toilet building at the overlook and conduct vegetative brushing and clearing, as needed, to maintain views of Lake Almanor, Mt. Lassen and the Canyon Dam.

n. Southwest Shoreline Access Zone: Target completion is 1-5 years after license issuance.

The Licensee, in consultation with the FS, shall provide four shoreline access points at existing informally used locations along Lake Almanor's southwest shoreline between Prattville and Canyon Dam. These access areas shall provide vehicle access at or above the 4,494-foot elevation (PG&E Datum) and serve as pedestrian access areas to the adjacent shoreline. The Licensee shall provide four gravel parking areas that provide parking for up to 4 to 8 vehicles at two areas and 10 to 20 vehicles at the other two areas, vehicle barriers, regulatory, interpretive and informational signs, gravel access roads, and, if appropriate, single-vaulted toilet buildings at these access areas. Licensee shall close and rehabilitate other user-created vehicular access routes to the southwest shoreline as depicted in Site Plan 15 contained in the Draft RRMP and in consultation with the FS.

o. Camp Connery: Target completion 1-5 years after license issuance.

Licensee shall provide an Accessible parking space and a new bunk house cabin with Accessible toilet and user fee based hot shower, retrofit the existing telephone position and water faucet features to meet the ADAAG.

2. Butt Valley Reservoir

a. Powerhouse Trails: Target completion is 5-10 years after license issuance.

Licensee shall provide two improved angler access trails to two locations near the Butt Valley Powerhouse. The first trail shall be non-paved and approximately 200- feet constructed from the existing gravel parking area next to the Butt Valley Powerhouse down the steep slope east of the powerhouse to the levee below. If needed, stairs shall be constructed at this location. The second powerhouse trail shall be Accessible (compact base rock) and originate from an existing pullout along the Prattville-Butt Valley Road near the Butt Valley Powerhouse and extend approximately 700 feet to the eastern shoreline of the inlet near the levee. A new, compacted base rock trailhead parking area with barriers shall be developed for this trail.

1 **b. Ponderosa Flat Campground:** Target completion is 5-10 years after license
2 issuance.

3 Licensee shall provide a single person, non-heated outdoor shower at Ponderosa
4 Flat Campground. In accordance with ADAAG, Licensee shall make the
5 following improvements:
6

- 7 i. Modify four campsites and retrofit the existing designated Accessible
8 campsites in the campground to be Accessible. The picnic table, fire ring,
9 cooking grill, tent or RV area, and water faucet at each of these campsites
10 shall be retrofitted to be Accessible.
- 11 ii. Replace the vault toilets in the overflow area with one new Accessible
12 single vaulted toilet building and modify all other existing designated
13 Accessible toilet buildings to meet current ADAAG. Provide an
14 Accessible access route to the toilet building near Site 45 and one
15 Accessible paved parking space located near the toilet buildings.
- 16 iii. Provide a swimming area at the campground that is Accessible with an
17 approximately .4-acre sandy beach above the high water elevation (4132-
18 foot, PG&E Datum) and swim delineator.
- 19 iv. Provide a new Accessible fishing access trail and Accessible pier or
20 platform north of the overflow area.

21
22 **c. Cool Springs Campground:** Target completion is 5-10 years after license
23 issuance.

24 Licensee shall provide a two-person, non-heated outdoor shower at Cool Springs
25 Campground. In addition, Licensee shall provide one new Accessible campsite.
26 The picnic table, fire ring, cooking grill, tent or RV space, and water faucet at this
27 campsite shall be made Accessible.

28
29 **d. Alder Creek Boat Launch:** Target completion is 5-10 years after license
30 issuance.

31 Licensee shall expand the existing Alder Creek Boat Launch parking area to
32 accommodate 10 to 20 additional vehicles with trailers and to improve circulation.
33 New parking areas on the east side of the Butt Valley Reservoir Road shall be
34 gravel while those on the west of this road shall be paved. In addition, Licensee
35 shall modify the boat launch to be Accessible and provide one Accessible parking
36 space near the existing double vaulted toilet building.

37
38
39 **3. Belden Forebay**

40
41 **a. Belden Forebay Access:** Target completion is 5-10 years after license
42 issuance.

- 43 i. Licensee shall provide a car-top boat launch, a seasonal portable toilet
44 building, and gravel parking area for 10 single vehicles at the Belden
45 Forebay existing undeveloped parking area, which also serves as trailhead
46 for the North Fork Fishing Trail.

- 1 ii. Provide suitable access for launching small, car top watercraft at the
2 Belden Forebay.
3 iii. If Plumas passes an ordinance as specified in Appendix B, Section 2,
4 Paragraph 3 (B) of this Settlement, Licensee shall post signage at Belden
5 Forebay referring to this ordinance that will limit boat engine horsepower
6 to 10 hp and boat speeds to 5 mph on Belden Forebay and prohibits
7 swimming and boating within 0.25 mile of Belden Dam and at night at the
8 Forebay.
9

10 **b. North Fork Fishing Trail:** Target completion is 1-3 years after license
11 issuance. Licensee shall improve the North Fork Fishing Trail from the Belden
12 Forebay parking area to the upstream side of the Caribou Powerhouse 1.
13 Improvements shall include retrofitting the existing metal trail decking and railing
14 at the powerhouse above the turbine outlets to provide enhanced access and
15 safety, providing trail directional signs, and providing a wider, more even non-
16 paved trail base along the chain-link fencing at the powerhouse yard and along
17 Caribou Road from the parking area.
18

19
20 **4. Bypass River Reaches**
21

22 **a. Upper Belden Reach River Access:** Prior to initiation of any recreation river
23 flow release, Licensee shall provide a river access point at the upstream end of the
24 Belden Reach located at the spoil pile area. This access location shall include a
25 seasonal portable toilet, a seasonal dumpster located over a concrete pad, and a
26 non-paved parking area to accommodate 15 to 25 single vehicles.
27

28 **b. Belden Reach Trails:** Target completion is 1-3 years after license issuance.
29 Licensee shall provide and maintain four trails to the Belden Reach shoreline
30 from existing informal parking areas where public access can be provided in a
31 safe manner.
32

33 **c. Belden Rest Stop:** Target completion is 3-5 years after license issuance.
34 Licensee shall relocate the existing picnic tables to the lower level and disperse
35 them within the area from the Eby Stamp Mill to the gazebo near the creek. Two
36 of the tables shall be replaced with Accessible tables and Accessible routes shall
37 be developed to the gazebo, overlook area next to the creek, and the Eby Stamp
38 Mill historical features. The upper level area shall be closed and the existing
39 cooking grills removed. Licensee shall provide improved I&E elements at the rest
40 stop and erosion control measures on the slope between the parking lot and upper
41 picnic area.
42

43 **d. Lower Belden Reach River Access:** If a determination is made to proceed
44 with scheduled recreation river flow releases Licensee shall, upon FS request,
45 provide up to a maximum of \$125,000 (2005 dollars) to the FS for construction
46 of non-Project river access to the lower Belden Reach. The FS will make a Good

1 Faith effort to obtain matching funds to help offset the cost of these
2 improvements.
3
4

5 **2. Future Recreation Enhancement Measures**
6

7 The Licensee anticipates the following facility improvements may be needed over the
8 term of the New Project License. Implementation of these measures is contingent on
9 reaching the Recreation Monitoring Standards, contained in the Draft RRMP included in
10 the License Application, over the New Project License term.
11

12 **A. Lake Almanor**
13

14 **1. Camp Connery Reservation Group Camp Area**

15 a. Licensee shall provide a new group reservation camping area adjacent
16 to the existing Camp Connery Group Camp. This area shall either provide
17 space for two groups of approximately eight self-contained RVs or one
18 group of approximately 16 self-contained RVs. A centrally located bear-
19 proof food facility, two user fee based indoor shower buildings with hot
20 water and flush toilets shall be provided at this group camp.
21

22 b. Licensee shall repair and resurface the existing access road.
23

24 **2. East Shore Family Campground**

25 Licensee shall provide a new two-loop family campground on Licensee-
26 owned land along the east shore of Lake Almanor. The new campground will
27 be constructed in two phases, and shall contain approximately 63 new tent and
28 RV campsites. This campground shall contain bear-proof food lockers at each
29 campsite, two user fee, indoor hot shower buildings with flush toilets,
30 approximately 20 boat moorage slips/buoys, and a camp host site. If the FS is
31 unable to raise all of the matching funds specified in Section 7, Paragraph 1
32 (A) (1), (c), then the remaining funds shall be used for recreation
33 improvements at the Almanor Beach and East Shore Family Campground,
34 which shall include the addition of up to 28 campsites in a third loop as
35 funding permits.
36

37 **B. Butt Valley Reservoir**
38

39 **1. Ponderosa Flat Campground.** Licensee shall provide approximately 20
40 new primitive tent campsites (likely to the north of the current overflow area),
41 and a new 100-person capacity group camp area in the existing overflow area.
42
43

1 **3. Project Boundary Adjustments**

2
3 Within one year of license issuance Licensee shall apply to FERC to adjust the FERC
4 Project boundary to include all Licensee-owned recreation improvements described under
5 this Agreement, as well as the FS Canyon Dam Boat Launch and Day Use Area, Dyer
6 View Day Use Area, and Almanor Boat Launch. Within 6 months after the FS has
7 completed construction of each of the recreation improvements it has planned for the FS
8 Almanor Family Campground and Amphitheater, Almanor Group Campground, and
9 Almanor Beach, Licensee shall apply to FERC to adjust the Project boundary as needed
10 to incorporate these facility components and to modify the license article that reflects
11 Appendix A, Section 7, Paragraph 4 (Recreation Operation and Maintenance Program) of
12 this Settlement to include these FS facilities.
13

14
15 **4. Recreation Operations and Maintenance Program**

16
17 Prior to the start of the first recreation season following license issuance, Licensee shall
18 assume responsibility for Operational Maintenance and Heavy Maintenance at the
19 following FS facilities:

- 20 • Dyer View Day Use Area
 - 21 • Canyon Dam Boat Launch and Day Use Area, and
 - 22 • Almanor Boat Launch
- 23

24 As each recreation facility is individually constructed by Licensee, Licensee shall assume
25 responsibility for Operational Maintenance and Heavy Maintenance at the following FS
26 facilities:

- 27 • Southwest Shoreline Access Zone facilities described in Paragraph 1(A)(1)(n) of
28 this Section
- 29

30 Licensee shall not be responsible for Operational Maintenance and Heavy Maintenance
31 of the Almanor Picnic Area.
32

33 Licensee's Operational Maintenance and Heavy Maintenance of the FS facilities
34 described above shall be consistent with FS standards, applicable laws, regulations,
35 codes, and other legal direction. Licensee shall not be responsible for any future
36 Reconstruction of these facilities.
37

38 In accordance with FERC, FS, and applicable Department of Boating and Waterways
39 regulations, Licensee shall collect and retain 100 percent of FS approved reasonable user
40 fees at all FS recreation facilities that Licensee operates and maintains. User fees shall
41 be used to offset Licensee's Operational Maintenance, Heavy Maintenance, and
42 reasonable administrative costs, with the intent that the fees shall be sufficient to cover
43 these costs over the term of the license, and as feasible, Licensee's matching contribution
44 towards initial construction of recreation improvements at FS facilities defined in Section
45 7(1)(A)(1)(c). Licensee shall meet with the FS and Phumas every five years, or as
46 necessary, to determine whether the fees are sufficient to meet these purposes, and if not,

1 to make necessary adjustments. Licensee shall track costs and revenues in a balancing
2 account and shall provide the FS with an annual accounting. Funds derived from the user
3 fees may be accumulated from year to year to address larger Heavy Maintenance
4 projects. Licensee shall meet with the FS and Phumas at least annually to review the
5 operation and maintenance of FS facilities included in the license and adjust maintenance
6 levels as necessary. At the end of the license term, any remaining funds in the balancing
7 account shall be used to offset Licensee's matching contribution toward initial
8 construction of recreation improvements at FS facilities. Prior to Licensee assuming
9 responsibility for Operational Maintenance and Heavy Maintenance of these FS
10 recreation facilities, Licensee and FS shall enter into a FS approved operation agreement
11 or other appropriate authorization, consistent with Licensee's obligations under this
12 paragraph.

13 14 15 **5. Fisheries**

16 17 **a. Belden Reach**

18 As per the agreement under the existing license and subject to the limitations set
19 forth in subsection (c) below, the Licensee shall continue to reimburse CDFG for
20 stocking of approximately 5000 pounds of catchable trout per calendar year in the
21 waters of the NFFR between its confluence with the East Branch NFFR and the
22 Belden Diversion Dam. The cost to the Licensee for fish stocking shall be the
23 actual average hatchery production cost per pound to the CDFG, and any
24 additional applicable distribution and planting costs. Actual average cost per
25 pound shall be determined by CDFG based on hatchery production costs for the
26 period beginning July 1 and ending June 30 of the previous calendar year. At the
27 request of the Licensee, CDFG's cost of carrying out the year's stocking plan is
28 subject to audit by the Licensee for up to three years. If the Licensee performs an
29 audit and disagrees with any expenditures of CDFG, then the Licensee and CDFG
30 agree to meet and discuss the audit and make appropriate changes in the stocking
31 plan budget.

32 33 **b. Lake Almanor**

34 Subject to the limitations set forth in subsection (c) below, the Licensee agrees to
35 make funds available annually to augment CDFG's existing Lake Almanor
36 fisheries program. The specifics of any fishery augmentation program will be
37 defined by DFG and presented to the Licensee during February of each calendar
38 year for discussion. A fisheries augmented program may include, but not limited
39 to, such projects as the expansion of the pen rearing program and the construction
40 of rearing habitat for warm water fish.

41 42 **c. Annual Funding for Fishery Programs**

43 Licensee shall make available up to \$50,000 (2004 escalated dollars) per year for
44 the term of the New Project License for items subsections (a) and (b) above.
45 Unused portions of the \$50,000 will not be rolled over to successive years.
46

1 **6. Interpretation and Education (I&E) Program**
2

3 Within two years after license issuance, Licensee shall develop an I&E Program for the
4 Project in consultation with the FS, Plumas, and other Parties. The Licensee shall submit
5 the portion of the I&E Program pertaining to FS facilities to the FS for its approval.
6 Licensee shall implement the I&E Program within one year of Program acceptance by
7 FERC. The I&E Program shall provide information to enhance recreation experiences
8 and encourage appropriate resource protection, cooperation, and safe behaviors by
9 Project visitors. The I&E Program shall include themes, media, media design, prioritized
10 sites, and prioritized services. Potential themes include fish and wildlife resources,
11 volcanic history, hydropower, Native American cultures, pioneers, recreation activities
12 and facilities available in the Project area, and boating hazards. The I&E Program shall
13 include improvements such as interpretive or informational signs, kiosks, reservoir
14 boating safety and hazard information signs and brochures, and informational signs
15 describing recreation facilities and opportunities in the area. The I&E Program
16 improvements shall be developed at recreation sites owned by Licensee and FS that are to
17 be included in the Project boundary. The I&E Program shall also identify funding
18 partnership arrangements with the FS and other interested parties, and contain a schedule
19 for implementation. Licensee and FS will review facility naming practices and re-name
20 facilities with similar names in order to reduce visitor confusion. Licensee and FS will
21 agree on wording of entrance signs to facilities operated by Licensee but owned by the
22 FS. I&E presentations may be provided by the FS at FS facilities. Licensee shall not be
23 responsible for providing any I&E presentations at any Project recreation facility.
24

25 As part of the I&E Program, Licensee shall prepare a Lake Almanor bathymetry map
26 within one year of license issuance. This map shall be provided in pamphlet form to area
27 boaters and posted on signs at Lake Almanor public boat ramps.
28

29
30 **7. Recreation Monitoring Program**
31

32 Within 12 months of license issuance, the Licensee, in consultation with the FS, Plumas,
33 and other interested Parties, shall complete a Recreation Monitoring Program. The
34 Licensee shall submit the portion of the Recreation Monitoring Program pertaining to FS
35 facilities to the FS for its approval. Licensee shall adopt a modified Limits-of-
36 Acceptable Change (LAC)-based monitoring approach as described in the Draft RRMP
37 contained in the Final License Application. This approach includes Recreation
38 Monitoring Indicators and Standards that shall initiate management action to help
39 maintain desired recreation experiences and resource conditions at Project recreation
40 areas over the license term. Specific recreation areas to be monitored by the Licensee
41 shall include at a minimum the water surface of Project reservoirs, Licensee and FS
42 recreation facilities, and shoreline areas within the Project boundary. The Program shall
43 include a schedule of information to be collected annually, every six years, or every 12
44 years. Licensee shall conduct more in-depth monitoring, such as visitor questionnaire
45 surveys and general assessment of regional recreation trends at 12-year intervals. As part
46 of the Recreation Monitoring Program, Licensee shall conduct annual recreation planning

1 and coordination meetings with other recreation providers in the Project area to discuss
2 recreation resource management decisions for the Project area, implementation of Project
3 recreation enhancements, recreation monitoring results, potential grant applications and
4 other pertinent Project-related recreation issues that may arise over the term of the New
5 Project License.

6
7 The Licensee shall prepare periodic monitoring reports every 6 years in conjunction with
8 FERC Form 80 recreation facility and use monitoring requirements. Prior to submitting
9 such reports to FERC, Licensee shall submit the portions of the report pertaining to FS
10 facilities to the FS for its approval. These reports shall include but not be limited to
11 changes in kinds of use and use patterns both on water surfaces and land, amount and
12 types of recreational activities, kinds and sizes of recreational vehicles including boats,
13 amount of day use versus overnight use, and recreation user trends within the Project area
14 as well as summaries of annual monitoring. More in-depth questionnaire surveys and
15 regional assessment results shall be incorporated into these reports at 12-year intervals.

16
17 If recreation river test flow releases are conducted, Licensee shall, in consultation with
18 FS and other interested Parties, develop a study plan to monitor recreation use during the
19 test flow period and produce a report on monitoring results.

20 21 22 **8. Resource Integration and Coordination Program**

23
24 Licensee shall hold annual meetings to integrate recreation resource needs with other
25 resource management needs, such as cultural, wildlife, water quality, and aquatic
26 resources. These meetings shall be held over the term of the New Project License with
27 Parties and SWRCB, and shall be open to the public.

28 29 30 **9. Recreation Resource Management Plan (RRMP) Review and Revision Program**

31
32 Over the term of the New Project License, unforeseen recreation needs, changes in visitor
33 preferences and attitudes, and new recreation technologies may occur. The frequency
34 with which the RRMP is revised or updated by Licensee shall depend on significant
35 changes to existing conditions, monitoring results, and management responses made over
36 time. The frequency of RRMP updates shall not exceed every 12 years and shall be based
37 on consultation with the FS, SWRCB, and other interested Parties during monitoring and
38 coordination meetings and through other appropriate sources.

39
40
41 **10. River Ranger.** By March 1 of each year of the New Project License, the Licensee
42 shall provide to the FS up to \$25,000 (2004 dollars), to assist in funding a "River Ranger"
43 position. The purpose of this position shall be to provide additional light maintenance,
44 visitor information/assistance, and user safety and law enforcement presence in the
45 Project's bypassed river reaches.

1 The Licensee shall request that the FS provide Licensee by January 31 of each year a
2 written summary of the previous year expenditures and River Ranger activities and the
3 current year's planned expenditures and River Ranger activities.
4
5

6 **11. Belden Interagency Recreation River Flow Management Plan.** If a determination
7 is made to proceed with scheduled recreation river flow releases, Licensee, prior to the
8 start of the first full recreation season shall coordinate with the FS, Plumas, and Caltrans
9 to develop a Memorandum of Understanding to produce a Belden Interagency Recreation
10 River Flow Management Plan. The Plan shall address management and integration of
11 recreation opportunities provided by the Belden Recreation River Flow release with other
12 river recreation opportunities in the watershed. The Plan shall address establishment of
13 visitor capacity thresholds, maintenance of facilities, signage, traffic management and
14 monitoring. This Plan and Memorandum of Understanding would not be financially
15 binding, but would document agency roles, responsibilities, and intentions related to river
16 recreation management.
17

18 If after the Belden recreation river test flow evaluation period, recreation river flow
19 releases in accordance with Section 2 of this Settlement are not continued, the
20 Memorandum of Understanding and Plan would be terminated.
21
22

23 **12. Traffic Use Survey.** Within one year of license issuance, Licensee shall file with
24 FERC a road traffic survey plan for roads used for Project purposes located on National
25 Forest System lands. This plan shall be approved by the FS and include provisions for
26 monitoring traffic every six years when Licensee is monitoring recreation use in
27 accordance with FERC Form 80 requirements. At a minimum the road traffic survey
28 shall include the Caribou Road (27N26) and the Caribou-Butt Valley Reservoir roads
29 (27N26 and 27N60) and include:

- 30 • The number of vehicles per day, type of vehicle, such as log trucks, recreational
31 vehicles, passenger cars, emergency vehicles (fire), or Licensee vehicles on these
32 roads.
- 33 • A sampling approach for these roads that covers the fishing season and includes the
34 opening weekend of fishing season, Memorial Day weekend, July 4th holiday
35 weekend, the day before, the day of and the day after scheduled Belden Reach
36 recreation river flow releases, Labor Day weekend, non-holiday weekends, and
37 weekdays.
- 38 • Road traffic reports every six years to be filed with FERC, after FS review and
39 comment.
40
41
42

1 **Section 8. Land Management and Visual Resource Protection**

2
3 The Licensee shall implement the following measures at existing facilities within 2 years
4 after license issuance or as otherwise noted:

5
6 A. Paint the metal siding and roof of the hoist house on the Prattville Intake structure
7 a dark green color similar to the current color;

8
9 B. Plant sufficient evergreen trees between the existing Prattville maintenance
10 buildings and the shoreline to reduce visual domination of the buildings on the
11 shoreline area. Monitor and oversee tree survival to ensure successful establishment
12 through the first three summers.

13
14 C. Re-grade the Oak Flat road debris spoil piles along Caribou Road to create a more
15 natural rolling topography along the roadside, and where possible, move spoil
16 materials farther from the road. Establish native plantings where possible between
17 the road and the spoil piles to help screen the active use areas from passing motorists.

18
19 D. In consultation with the FS, prepare a plan to annually apply dust palliatives or
20 other measures, including regular grading, to help minimize dust emissions and
21 improve the lower coupled segment of the Butt Valley-Caribou Road.

22
23 E. At the Belden Powerhouse, consult with the FS on color selection when
24 maintenance or repair work is scheduled on the Belden Powerhouse penstocks, surge
25 chamber, or other powerhouse facilities to reduce visual contrast as seen from State
26 Route 70.

27
28 F. At Caribou Village, maintain the exterior and landscaping of the old clubhouse
29 facility, houses, and grounds to preserve the historic features and character of the
30 facility. Consult with the FS when maintenance or repair activities that affect exterior
31 appearance are to take place to help preserve, as practical, the historic and visual
32 appeal of the village landscaping and structures.

33
34 G. Within 60 days prior to any ground-disturbing activity on FS lands, the Licensee
35 shall file with FERC a Visual Management Plan approved by the FS. At a minimum,
36 the plan shall address:

- 37
- 38 • Clearing, spoil piles, and Project facilities such as diversion structures, penstocks,
39 pipes, ditches, powerhouses, other buildings, transmission lines, corridors, and
40 access roads.
 - 41 • Facility configuration, alignment, building materials, colors, landscaping, and
42 screening.
 - 43 • Proposed mitigation and implementation schedule necessary to bring Project
44 facilities into compliance with National Forest Land and Resource Management
45 Plan direction.
 - 46 • Locating road spoil piles either in approved areas on National Forest System lands
or to a location off FS administered lands.

- 1 • Monitoring and eradication of noxious weeds as specified in the “Noxious Weeds
2 Management Plan” license condition.
3 • Removal of all visible non-native materials, including construction debris from
4 the surfaces of piles located on National Forest System lands.
5 • Stabilization and revegetation of all native material that is allowed to be left on
6 National Forest System lands including compliance with visual quality objectives.
7
- 8 H. Within 30 days after license issuance, Licensee shall implement the Lake
9 Almanor Shoreline Management Plan (“SMP”) included in Licensee’s final license
10 application as amended for the Project. Licensee shall meet with the FS and Plumas,
11 and other interested Parties a minimum of every 10 years to discuss the need to
12 update the SMP. The need to update the SMP sooner may also be raised and
13 discussed during the annual land use meetings with the FS, Plumas, and interested
14 Parties.
15
- 16 I. Conduct annual meeting with the FS, CDFG and Plumas to coordinate ongoing
17 Project-related land management activities including recreation management and use,
18 fire suppression and related forest health activities, and the planning for commercial,
19 residential and industrial developments adjacent to the Project boundary.

1 **APPENDIX B: Measures Agreed to Among the Parties But Not to**
2 **be Included in New Project License or Section 4(e) Conditions**

3
4 **Section 1. Plumas County Lake Almanor Water Quality Monitoring and Protection**

5
6 **1. Goals**

7 The intent of this Section is to monitor and protect the water quality of Lake Almanor for
8 the use and enjoyment of the public and for aquatic resources.

9
10 **2. Water Quality Monitoring Plan**

11 A. Within 90 days after issuance of a New Project License, a water quality monitoring
12 plan shall be developed by Plumas and the Licensee, in consultation with the SWRCB,
13 Regional Water Quality Control Board, FWS, CDFG, and other Water Quality Parties.

14
15 **3. Water Quality Monitoring Plan Implementation**

16 A. Plumas shall contract with the DWR or other party acceptable to the SWRCB,
17 Regional Water Quality Control Board, FWS, CDFG, and other Water Quality Parties, to
18 implement the water quality monitoring plan and prepare an annual report. The contract
19 shall require the contractor to submit a water quality data report to Plumas and the
20 Licensee by January 31 of the following year.

21
22 **4. Annual Meeting**

23 A. Between April 15 and April 28 the Licensee shall convene a meeting of SWRCB,
24 Regional Water Quality Control Board, FWS, CDFG, and other Water Quality Parties to
25 review the results of the Lake Almanor water quality monitoring program and revise the
26 monitoring plan as necessary.

27
28 B. If adverse water quality effects are identified in Lake Almanor, Plumas and the
29 Licensee shall consult with the SWRCB, Regional Water Quality Control Board, FWS,
30 CDFG, and other Water Quality Parties to determine the reason for the adverse water
31 quality. If the adverse water quality is shown to be a result of the Licensee's Project
32 operations or maintenance, the Licensee shall develop and implement a plan and/or
33 measures to mitigate Project-related effects on water quality. The plan and/or mitigation
34 measures shall be developed in consultation with the SWRCB, Regional Water Quality
35 Control Board, FWS, CDFG, and other Water Quality Parties. If the adverse water
36 quality is shown to be a result of non-Project land use practices, Plumas County zoning
37 practices, or Plumas County permitting practices, Plumas shall develop and implement a
38 plan and/or mitigation measures for protecting the water quality in Lake Almanor. The
39 plan and/or mitigation measures shall be developed in consultation with the SWRCB,
40 Regional Water Quality Control Board, FWS, CDFG, and other Water Quality Parties.

41
42 **5. Funding**

43 A. The Licensee and Plumas shall each contribute up to a maximum of \$20,000 (2004
44 dollars) annually in matching funds to implement water quality sampling in Lake
45 Almanor in accordance with the *Settlement Agreement Covering Applications 28468 of*
46 *Plumas County and 30414, 30257 and 30258 of PG&E Pending Before the State Water*

1 *Resources Control Board (Dated 7/30/02). Funding for water quality sampling of Lake*
2 *Almanor outlined in Section 5 of Appendix A shall be part of the matching funds*
3 *outlined in this Paragraph. The Licensee and Plumas shall coordinate and consolidate*
4 *water quality sampling in Lake Almanor with the monitoring program outlined in*
5 *Appendix A, wherever possible.*
6

7 **B. Plumas and the Licensee recognize the DWR has monitored water quality in Lake**
8 **Almanor and its tributaries since 1986. The preference of Plumas and the Licensee is that**
9 **DWR continue its current sampling program, utilizing a significant portion of the**
10 **Settlement matching funds to assist in funding DWR's total sampling effort. Plumas and**
11 **the Licensee shall request the DWR to provide sampling and analytical services.**
12
13

14 **Section 2. Recreation**

15
16 **1. New Operations and Maintenance Terms.** On January 1, 2009, Licensee shall
17 assume responsibility for Operational Maintenance and Heavy Maintenance at FS
18 Almanor Family Campground and Amphitheatre, Almanor Group Campground, and
19 Almanor Beach. It is probable that assumption of Operational Maintenance and Heavy
20 Maintenance responsibilities will precede completion of FS reconstruction of the
21 facilities. Licensee's Operational Maintenance and Heavy Maintenance of these FS
22 facilities shall be consistent with FS standards, applicable laws, regulations, codes, and
23 other legal direction. Licensee shall not be responsible for any future Reconstruction of
24 these facilities.
25

26 In accordance with FERC, FS, and applicable Department of Boating and Waterways
27 regulations, Licensee shall collect and retain 100 percent of FS approved reasonable user
28 fees at all FS recreation facilities that Licensee operates and maintains. User fees shall
29 be used to offset Licensee's Operational Maintenance, Heavy Maintenance, and
30 reasonable administrative costs, with the intent that the fees shall be sufficient to cover
31 these costs over the term of the license, and as feasible, Licensee's matching contribution
32 towards initial construction of recreation improvements at FS facilities defined in Section
33 7(1)(A)(1)(c). Licensee shall meet with the FS and Plumas every five years, or as
34 necessary, to determine whether the fees are sufficient to meet these purposes, and if not,
35 to make necessary adjustments. Licensee shall track costs and revenues in a balancing
36 account and shall provide the FS with an annual accounting. Funds derived from the user
37 fees may be accumulated from year to year to address larger Heavy Maintenance
38 projects. Licensee shall meet with the FS and Plumas at least annually to review the
39 operation and maintenance of FS facilities included in the license and adjust maintenance
40 levels as necessary. At the end of the license term, any remaining funds in the balancing
41 account shall be used to offset Licensee's matching contribution toward initial
42 construction of recreation improvements at FS facilities defined in Section 7(1)(A)(1)(c).
43 Prior to Licensee assuming responsibility for Operational Maintenance and Heavy
44 Maintenance of these FS recreation facilities, Licensee and FS shall enter into a FS
45 approved operation agreement or other appropriate authorization, consistent with
46 Licensee's obligations under this paragraph.

1
2 FS may request Licensee to assume responsibility for operation and maintenance of the
3 FS Almanor Picnic Area on January 1, 2009. FS shall reimburse Licensee for its actual
4 costs, including reasonable administrative costs, to perform Operational Maintenance and
5 Heavy Maintenance of this FS facility. Licensee shall not be responsible for any
6 Reconstruction. Prior to Licensee assuming responsibility for operation and maintenance
7 of the Almanor Picnic Area, Licensee and FS shall enter into an operation and
8 maintenance agreement or other appropriate authorization, consistent with the terms of
9 this paragraph.

10
11 **2. Outside Funding for FS' Belden Reach Area River Access.** If a determination is
12 made to proceed with scheduled recreation river flow releases, the FS will within five
13 years following signature of this Settlement, request matching funding from the
14 California Department of Boating and Waterways and/or other appropriate sources for
15 the Lower Belden Reach River Access facilities proposed pursuant to Section 7 of
16 Appendix A of the Settlement. All Parties shall support approval for the request from
17 the California Department of Boating and Waterways (or other appropriate organization).

18
19 **3. Plumas County Ordinance.** The Parties shall within one year following signature of
20 this Settlement, request the Plumas County Board of Supervisors to pass county
21 ordinances that:

22 A. Prohibit the travel of motorized wheel vehicles at Lake Almanor below the
23 4,500-foot contour elevation (PG&E datum) except in designated areas to preserve and
24 improve ecological, cultural and recreation resources at Lake Almanor.

25 B. Limit boat engine horsepower to 10 hp and boat speeds to 5 mph on Belden
26 Forebay and prohibit swimming and boating within 0.25 miles of Belden Dam and at
27 night at the Belden Forebay. This ordinance is similar to the Plumas ordinance for Rock
28 Creek-Cresta Reservoirs.

29
30 All Parties shall support the Plumas County Board of Supervisor's approval of these
31 requests.

32
33 **4. Plumas County Sheriff Shoreline Patrol.** Upon passage of the Plumas County
34 ordinance referenced in Paragraph 3 above, Licensee shall provide \$25,000 per year
35 (2004 dollars) for the term of the New Project License to Plumas to be used for Plumas
36 County Sheriff patrols and enforcement in the Project shoreline areas.

37
38 By the end of each fiscal year (June 30), Plumas shall provide Licensee a summary of the
39 previous year's expenditures and enforcement activities from these funds, and the
40 planned expenditures and enforcement activities in the Project shoreline area for the
41 upcoming year.

42
43 **5. Lake Almanor Recreation Trail (LART) Southeast Shore Extensions.** In addition
44 to the trail easement previously provided to Plumas in the July 30, 2002 Agreement
45 between Plumas and Licensee, Licensee shall contribute matching funds up to a
46 maximum of \$300,000 (2005 dollars) to Plumas for County construction of a non-

1 motorized recreation trail across lands owned by Licensee on the south side of Lake
2 Almanor as a continuation of the LART to the East Shore Campground. At Plumas
3 expense and at no expense to Licensee, the trail shall be maintained including, but not
4 limited to, any repairs for damages that may be caused by Licensee raising and lowering
5 the water in Lake Almanor. The LART and associated facilities in its entirety, now and
6 in the future, shall not be considered, in whole or part, a Project feature or part of the
7 Project. Licensee shall not be required to perform or contribute in any way to the
8 operation and maintenance of the trail now or in the future.

9
10 Plumas agrees, to the extent it may legally do so, to indemnify Licensee against and to
11 hold Licensee harmless from any loss or damage to any property, or injury to or death of
12 any person whomever, proximately caused in whole or in part by any negligence of
13 Plumas or its contractors or by any acts for which Plumas or its contractors are liable
14 without fault in the exercise of the rights herein granted, save and excepting to the extent
15 that such loss, damage, injury or death is proximately caused in whole or in part by any
16 negligence of Licensee or its contractors, or by any acts for which Licensee or its
17 contractors are liable without fault.

18
19

1 **Appendix C**

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