

ADMINISTRATIVE DRAFT – ~~December 24~~19, 2003 February 6,
2004
With Forest Service, SWRCB, PG&E, and CDFG Comments

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

**Project 2105 Relicensing
Settlement Agreement**

DRAFT

~~December 19, 2003~~ February 6, 2004

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

Relicensing Settlement Agreement

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

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6
7 **Relicensing Settlement Agreement**

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9
10 **1. Introduction**

11
12 1.1 **Parties.** This SETTLEMENT AGREEMENT ("Settlement") is made and
13 entered into pursuant to Federal Energy Regulatory Commission ("FERC") Rule 602, 18
14 CFR § 385.602, by and among Pacific Gas and Electric Company ("Licensee"), the
15 United States Department of Agriculture Forest Service ("FS"), the United States
16 Department of the Interior National Parks Service ("NPS"), Fish and Wildlife Service
17 ("FWS"), the California Department of Fish and Game ("CDFG"), American Whitewater
18 ("AW"), Plumas County ("Plumas"), Chico Paddleheads ("CP"), and Shasta Paddlers
19 ("SP") and California Sportfishing Protection Alliance ("CSPA") each referred to
20 individually as a "Party" and collectively as "Parties."

21
22 The Parties to this Settlement agree as follows:

23
24 1.2 Recitals

25
26 1.2.1 On October 23, 2002, Licensee filed with the Federal Energy
27 Regulatory Commission ("FERC") an application for a New Project License for the
28 Upper North Fork Feather River Project, FERC Project No. 2105 ("Project") located on
29 the North Fork Feather River ("NFFR") in Plumas ~~county~~County, California.

30
31 1.2.2 Prior to filing its application for a New Project License the
32 Licensee consulted with the ~~Parties and other parties~~Parties and other individuals and organizations in
33 development of the studies, data, and other material presented in the application. In early
34 2003 the Parties and other ~~parties~~parties-individuals and organizations met and decided to
35 continue discussions on a regular basis on appropriate mitigation and enhancement
36 measures in a collaborative process.

37
38 1.2.3 In 2002, Licensee and the Parties met and agreed to engage in
39 discussions to resolve issues and agree on PM&E measures appropriate for the
40 relicensing of the Project. This group, sometimes referred to as the 2105 Licensing
41 Group, engaged in collaborative discussions and is referred to in this Settlement as the
42 "Collaborative." This Settlement is an end product of the Collaborative's work.

43
44 1.2.4 State Water Resources Control Board ("SWRCB") staff has
45 participated in the 2105 Collaborative in order to provide the Parties with guidance
46 concerning the SWRCB's regulatory requirements and in furtherance of the SWRCB's

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1 policy to promote voluntary settlement agreements. However, the SWRCB cannot
2 prejudge the Licensee’s request for water quality certification pursuant to Section 401 of
3 the Clean Water Act (33 USC §1341[a][1]) (“401 Certification”) in connection with this
4 relicensing proceeding and therefore can not execute this Settlement.

5
6 1.3 Effective Date of Settlement. This Settlement becomes effective as of
7 _____ (“Effective Date”).
8

9 1.4 Term of Settlement. The term of this Settlement shall commence on the
10 Effective Date and shall continue (unless terminated as otherwise provided herein) for the
11 term of the New Project License (subject to FERC's reserved authority under the New
12 Project License to require modifications), plus the term(s) of any annual license(s) which
13 may be issued after the foregoing New Project License has expired, or until the effective
14 date of any FERC order approving surrender of all or part of the Project under the Federal
15 Power Act (FPA).
16

17 1.5 Definitions.
18

19 401 Certification: See Paragraph 1.2.4.

20
21 ADAAG: Americans With Disabilities Act Accessibility Guidelines.
22

23 ADR: Alternative Dispute Resolution - see Paragraph 4.9.1.

24 AF: acre-foot of water.

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

26 Basin Plan: The Water Quality Control Plan for the Central Valley
27 Region, the Sacramento and San Joaquin River Basins. Beneficial
28 Uses:

29 Belden Reach: The portion of the NFFR between Belden Forebay Dam
30 and Belden Powerhouse.

31 Beneficial Use: ~~Municipal and domestic water supply, hydropower~~
32 ~~generation, water contact recreation, canoeing and rafting, non-~~
33 ~~contact water recreation, warm and cold freshwater habitat, warm~~
34 ~~and cold freshwater spawning habitat, and wildlife habitat, as~~
35 ~~designated in the Basin Plan, or any revision thereto~~ Those uses
36 designated as Beneficial Uses for the North Fork Feather River in the
37 Basin Plan, as may be amended.
38

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

42 Cap Flows: Maximum level to which the Minimum Stream Flow level
43 may be adjusted as provided in Appendix A, Table A-1 and A-2.

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

45 cfs: cubic feet per second.

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- 1 Collaborative: See Paragraph 1.2.3.
2 Controlled Spill: Release of water from a Project reservoir at times when
3 the release could have otherwise been controlled (not spilled) by
4 increasing the flow through the generating units or controlling
5 inflows by controlling releases from upstream reservoirs.
6 ~~Cresta Reach: That portion of the NFFR between Cresta Dam and the~~
7 ~~Cresta Powerhouse.~~
8 CWA: The federal Water Pollution Prevention and Control Act, 33 U.S.C.
9 § 1251 et. Seq., as may be amended.
10 DEA: Draft Environmental Assessment.
11 Disputing Party; Disputing Parties: See Paragraph 4.9.1.
12 Dry: Dry Water Year Type as defined in Appendix A, Section H4.
13 Effective Date: See Paragraph 1.3.
14 Emergency: ~~Emergency: An event that is out of the control of Licensee~~
15 ~~and requires Licensee to take immediate action, either unilaterally or~~
16 ~~under instruction by law enforcement or other regulatory agency~~
17 ~~staff, to prevent imminent loss of life or substantial property damage.~~
18 ~~Emergencies typically arise from natural events such as landslides,~~
19 ~~storms, or wildfires, but electrical transmission or generation~~
20 ~~equipment failure, automobile or recreation accidents, water~~
21 ~~impoundment/conveyance damage, and other unforeseen~~
22 ~~occurrences can all cause or contribute to emergency conditions.~~An
23 event that is reasonably out of the control of the Licensee and
24 requires Licensee to take immediate action, either unilaterally or
25 under instruction by law enforcement or other regulatory agency
26 staff, to prevent imminent loss of life or substantial property damage.
27 An emergency may include, but is not limited to, natural events such
28 as landslides, storms or wildfires, malfunction or failure of project
29 works, and recreation accidents. The term Emergency includes a
30 threatened or imminent System Emergency as determined by the
31 ISO.
32 ESA: Federal Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, as may
33 be amended.
34
35 FPA: Federal Power Act.
36 Good Faith: Honesty of purpose, free from intention to defraud, faithful to
37 one's duty or obligation.
38
39 I&E: Interpretation and Education
40 Inconsistent ~~Condition~~License: A ~~condition of a~~ New Project License
41 which (a) materially modifies the PM&E measures stated in
42 Appendix A or Appendix B, (b) fails to include all PM&E measures
43 in Appendix A that fall within the jurisdictional authority of the
44 issuing agency, or (c) includes additional PM&E measures related to

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Resolved Subjects beyond those in Appendix A ~~or Appendix~~
Appendix B.

ISO: The California Independent System Operator or its successor.

Licensee: The owner of the Project. Currently the Licensee is Pacific Gas and Electric Company.

Minimum Stream Flows: Required minimum stream flows in the Belden and Seneca reaches as provided in ~~Section 1 of~~ Appendix A, Tables A-1 and A-2.

NA: not applicable.

NEPA: National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*, as may be amended.

New Project License: The new license issued by FERC for the Project at the conclusion of the current relicensing proceeding, including any mandatory conditions such as FPA Section 4(e) Conditions, a-401 Certification Conditions, and FPA Section 18 fishway prescriptions.

NFFR: North Fork Feather River

Normal: Normal ~~water~~ Water year ~~Year~~ type ~~Type~~ as defined in Appendix A, Section H4.

Notice: See Paragraph 5.9.

Party; Parties: See Paragraph 1.1.

PM&E: Protection, mitigation or enhancement measure, as provided in Section 10(j) of the FPA.

Prattville Intake Modifications: Physical improvements in the vicinity of the Prattville Intake to attract cold water to the intake.

Project: See Paragraph 1.2.1.

Pulse Flows: Short term elevated levels of release from Project dams in amounts and durations specified in Appendix A, Section 1, Paragraph 3(A).

Ramping Rate: The rate of change in a flow release or Controlled Spill from a dam expressed as an increase or decrease in discharge (in cfs) over a period of time. See Appendix A, Section 1, Paragraph 6.

~~Reasonable Control Measures: Measures under the control of Project operation that may be implemented to control/minimize effects of the Project on physical, chemical or biological attributes of the system (ie: water temperatures as specified in Section I1 of Appendix A).~~
[PG&E suggests this term and definition be deleted]

Recreation Monitoring Indicators: A specific, measurable recreation or resource variable used to define key features of the desired recreation experience.

Recreation Monitoring Standard: Defines the minimum acceptable condition for a Recreation Monitoring Indicator. Also referred to as

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a trigger, as once a standard is reached over a sustained period of time, this ‘triggers’ a potential management action.

Resolved Subjects: See Paragraph 2.2.

~~Rock Creek Reach: That portion of the NFFR between Rock Creek Dam and Rock Creek Powerhouse.~~

RV: Self-contained recreational vehicle up to 40 feet in length.

Section 4(e) Conditions: Any license conditions proposed by FS under FPA Section 4(e).

Seneca Reach: That portion of the NFFR between Canyon Dam (Lake Almanor) and Caribou Powerhouse.

Settlement: This Settlement Agreement between the Parties as described in Paragraph 1.1.

Submerged Curtain/Skimmer Wall: A design concept for a Prattville Intake Modification that consists of a flexible membrane blocking warm water strata and up to 1250 feet long placed upstream of the Prattville Intake to preferentially release colder water.

System Emergency; A System Emergency as that term is defined in the ISO Tariff, as may be amended.

TRG: The Technical Review Group established pursuant to Appendix A, Section 2, Paragraph 1.

Uncontrolled Spill: Release of water from a Project reservoir at times when flow into the reservoir, excluding releases from upstream reservoirs that can be controlled, exceeds the sum of the streamflow release requirement plus the current flow capacity of the generating units.

UNFFR: Upper North Fork Feather River.

Water Quality Parties: ~~The parties listed in Appendix A, Section 5, Paragraph 3(D)~~The Regional Water Quality Control Board, Central Valley Region, and other Parties that request involvement in the water quality monitoring program described in Appendix A, Section 5.

Water Year Type: See Appendix A, Section 4.

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

2. Purpose of Settlement

2.1 Purpose. The purpose of this Settlement is to resolve among the Parties all lake level and streamflow issues for ecological purposes, ~~and~~ river-based recreational uses, and other Resolved Subjects in support of FS issuing its Section 4(e) Conditions and FERC issuing a New Project License. For this purpose, the Parties agree that this Settlement constitutes an entire agreement that provides an appropriate balancing of hydroelectric power generation with the Resolved Subjects and the Parties will request that the FERC use the provisions of this Settlement as an alternative to be considered in the FERC’s NEPA analysis process.

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1
2 2.2 Resolved Subjects. Except as provided in Paragraph 2.3, the Parties agree
3 that this Settlement fairly, reasonably, and appropriately resolves streamflows and other
4 subjects listed in Table 1 (“Resolved Subjects”) in support of FS issuing Section 4(e)
5 Conditions and FERC issuing a New Project License.
6

7
8
9
10 **Table 1**

11 **Subjects Resolved by this Settlement**

- 12 a) Streamflows for PM&E of fish, wildlife, and other aquatic biota in Project-
13 affected stream reaches
14 b) Streamflows for stream channel maintenance in Project-affected stream reaches
15 ~~b)c)~~ Streamflows for whitewater boating and other river-based recreation on the
16 Belden and Seneca reaches
17 ~~b)d)~~ Water quality associated with Project operations and facilities
18 ~~b)e)~~ Streamflow fluctuations from Project operations, including Ramping Rates
19 ~~b)f)~~ Streamflow gaging for compliance monitoring
20 ~~b)g)~~ Stream ecology monitoring
21 h) Streamflow information for use by the public
22 i) Facility modifications to implement the PM&E measures stated in Appendix
23 A
24 j) Administration of Settlement
25 k) River sediment management
26 l) Project reservoir operation and lands management principles
27 m) Recreation facilities development during the term of the New Project License

28 2.3 Unresolved Subjects. This Settlement leaves unresolved specific subjects
29 related to the Resolved Subjects. These unresolved subjects are listed in Table 2. This
30 Settlement also does not resolve subjects not specifically listed in Table 1 and Table 2.
31

32 **Table 2**

33 **Subjects Not Resolved by this Settlement**

- 34 a) Shoreline Erosion: ~~Plumas County~~ Plumas considers Lake Almanor shoreline
35 erosion an unresolved issue.
36 ~~a)b)~~ Water Temperature: All Parties await additional information in early 2004
37 from on-going modeling efforts related to the potential Prattville Intake
38 Modifications, re-operation, or other structural changes (Canyon Dam Intake
39 structure ~~Outlet Tower~~ modification, modification to Caribou 2, etc.) to inform
40 PM&E development and agreement on appropriate water temperature conditions.
41 c) Whitewater flow effects on ~~Water~~ water Temperature ~~temperature~~ in the Belden
42 Reach: CSPA considers this an unresolved issue
43
44

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1 e)d _____ Term of New Project License: Licensee, ~~Plumas County~~Plumas, and FS
2 support a 40-year license; AW, ~~CDFG~~, and NPS support a 40-year license if the
3 Rock Creek Cresta (FERC No.1962) license is extended to coincide with the term
4 of the New Project License. CDFG supports a 30-year license. If, however, the
5 Rock Creek Cresta (FERC No. 1962) license were extended at the request of
6 CDFG, then CDFG would support a license term for this project that would
7 coincide with the Rock Creek Cresta license term. SWRCB and CSPA do not
8 support extension of the FERC No.1962 license. CSPA considers a 30-year
9 license term appropriate for this Project and consistent with the FERC No. 1962
10 Rock Creek Cresta signed agreement.

11 e)e _____ Additional Boating Flow Day Triggers: AW ~~considers~~ the boater day
12 triggers for the addition of recreation river flow days in Appendix A, Section 2 to
13 be an unresolved issue and AW, FS and Plumas would support revision of the
14 boater day up trigger to 100 and the boater day down trigger to 25.

15 e)f Angler Access Trail Improvement in Seneca Reach: CSPA considers this access
16 to be an unresolved issue.

17 e)g _____ Wetland and Riparian Habitat Offsite Mitigation: CSPA considers
18 mitigation for ~~pre-project and continuing effects~~effects of initial Project
19 construction and continuing Project operations on wetland and riparian habitat of
20 Project Operation through off-site mitigation in Humbug Valley and Mountain
21 Meadows to be an unresolved issue.

22
23
24 2.4 No Precedent for Other Proceedings. This Settlement is made upon the
25 express understanding that it constitutes a negotiated resolution of Resolved Subjects.
26 No Party shall be deemed to have approved, admitted, accepted, or otherwise consented
27 to any operation, management, valuation, or other principle underlying or supposed to
28 underlie any of the Resolved Subjects, except as expressly provided herein. Nothing in
29 this Settlement is intended nor shall be construed as a precedent with regard to any other
30 proceeding or hydroelectric project, ~~except as expressly provided in Appendix A, Section~~
31 ~~4.~~

32
33 2.5 Compliance with Legal Responsibilities. Nothing in this Settlement is
34 intended to nor shall be construed to affect or limit the authority of any Party to fulfill its
35 statutory, regulatory, or existing contractual responsibilities under applicable law.
36 However, by entering into this Settlement the Parties with such responsibilities represent
37 that they believe their responsibilities relative to Resolved Subjects have been, are, or can
38 be met for the purpose stated in Paragraph 2.1, consistent with and by the terms of this
39 Settlement.

40
41 2.5.1 ESA and FPA Section 18 Responsibilities Not Affected. Nothing
42 in this Settlement is intended to nor shall be construed to restrict or affect the continuing
43 responsibilities of FERC or any Party under the ESA, including the implementing
44 regulation at 50 C.F.R. § 402.16. Further, notwithstanding any other provision in this
45 Settlement, this Settlement is not intended ~~to~~ and shall not be construed to address, affect,

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1 or apply to the Secretary of the United States Department of the Interior’s independent
2 authority under FPA Section 18 to prescribe fishways, or ~~Licensee’s other Parties’~~ rights
3 to dispute such authority.
4

5 2.6 Reservation of Claims, Rights, and Responsibilities. Each Party reserves
6 all claims, rights, and responsibilities, which it may otherwise have with respect to any
7 subjects not listed as Resolved Subjects. Nothing in this Settlement is intended nor shall
8 be construed to affect or restrict any Party's participation in or comments about
9 compliance with the New Project License, future relicensing of the Project subsequent to
10 the current relicensing, or any other hydroelectric project licensed to Licensee.
11

12
13 **3. Use of Settlement in New Project License and Section 4(e) Conditions**
14

15 3.1 Protection, Mitigation, and Enhancement Measures Recommended to be
16 Included in New Project License. Subject to Paragraphs 3.2 and 3.3, the Parties
17 respectfully request that FERC accept and incorporate, without material modification, as
18 license articles all of the PM&E measures stated in Appendix A of this Settlement.
19 Subject to the same limitation, the Parties further request that FERC not include in the
20 New Project License articles ~~on Resolved Subjects~~ that are inconsistent with this
21 Settlement, except as may be necessary to enable FERC to ascertain and monitor
22 Licensee’s compliance with the conditions of the New Project License and its rules and
23 regulations under the FPA.
24

25 3.2 Protection, Mitigation, and Enhancement Measures Recommended to be
26 Included in Section 4(e) Conditions. The Parties respectfully request that FS accept and
27 incorporate, without material modification, as Section 4(e) Conditions all relevant PM&E
28 measures stated in Appendix A of this Settlement that are within the FS’s jurisdiction
29 under FPA Section 4(e). The Parties further request that FS not include in its Section 4(e)
30 Conditions, any requirements ~~on Resolved Subjects~~ that are inconsistent with this
31 Settlement. FS agrees to propose as Section 4(e) Conditions on Resolved Subjects the
32 PM&E measures stated in Appendix A of this Settlement which it determines are within
33 its jurisdiction to prescribe as Section 4(e) Conditions, except to the extent that any
34 changes result from analysis under NEPA, National Forest Management Act, and any
35 other applicable law or regulation. This paragraph shall not be read to predetermine or
36 limit the outcome or lawful discretion of FS in issuing Section 4(e) Conditions or in
37 adopting Section 4(e) Conditions inconsistent with those recommended herein.
38

39 3.3 Relationship of Settlement to Section 7 Consultation. The Parties
40 acknowledge that if FERC submits the PM&E measures stated in Appendix A as part of
41 the proposed action for consultation under Section 7 of the ESA, FWS may in its lawful
42 discretion identify PM&E measures different from or additional to those set forth in
43 Appendix A and Appendix B to minimize the effects of take of listed species. *Consider*
44 *deleting this paragraph if FWS doesn’t sign agreement*
45

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1 3.4 Protection, Mitigation, and Enhancement Measures Recommended to be
2 Included in the 401 Certification. The Parties respectfully request that the SWRCB
3 accept and incorporate, without material modifications, as conditions to the 401
4 Certification all the PM&E measures stated in Appendix A of the Settlement that are
5 within the SWRCB’s jurisdiction under Section 401 of the ~~Clean Water Act~~CWA. The
6 Parties further request that the SWRCB not include ~~as~~ conditions to the 401 Certification
7 that are inconsistent ~~conditions on Resolved Subjects~~ with this Settlement.
8

9 3.5 Measures Agreed to that will not be Included in the New Project License
10 or Section 4(e) Conditions . Measures agreed to among the Parties that are not to be
11 incorporated in the New Project License or FS Section 4(e) Conditions are stated in
12 Appendix B.
13

14
15 **4. Implementation of Settlement**
16

17 4.1—~~Support of Settlement. The Parties shall be bound by this Settlement for~~
18 ~~the term stated in Paragraph 1.4, provided the New Project License is consistent with the~~
19 ~~terms of this Settlement, and specifically the PM&E measures stated in Appendix A~~
20 ~~hereto. [This statement isn’t accurate. Even if the New Project License contains~~
21 ~~Inconsistent Conditions, this Settlement is deemed modified to reflect the New Project~~
22 ~~License unless one of the Parties objects to the Inconsistent Conditions.]~~
23

24 4.2 Support for Settlement and Issuance of New Project License. To the
25 extent permitted by applicable law, the Parties shall support or advocate through
26 appropriate written communications to FERC and FS, this Settlement and the PM&E
27 measures stated in Appendix A hereto. For Resolved Subjects and subject to Paragraph
28 3.32, the Parties agree not to propose, support, or communicate to FERC or FS any
29 comments, recommended PM&E measures, or license conditions other than ones
30 consistent with this Settlement. ~~Subject to Paragraph 3.3, prior~~ Prior to the issuance of
31 the New Project License, and at the request of Licensee, the Parties shall timely support
32 this Settlement in written communications to any other administrative agency with
33 advisory or mandatory conditioning authority over issuance of the New Project License,
34 provided this sentence shall not apply to the agency exercising the authority.
35

36 4.3 New Project~~Inconsistent~~ License ~~with Inconsistent Conditions.~~
37

38 If FERC issues an Inconsistent License ~~the New Project License issued by~~
39 ~~FERC contains Inconsistent Conditions,~~ -this Settlement shall be deemed modified to
40 conform to the New Project Inconsistent License, unless a Party ~~(a)~~ provides Notice
41 within 30 days after- FERC issues an order approving the New Project Inconsistent
42 License that ~~(a)~~ the Party does not accept the Inconsistent License Condition, and ~~(b)~~ the
43 Party is initiating the initiates the Alternative Dispute Resolution (“ADR”) procedures
44 stated in Paragraphs 4.9.1 - 4.9.3. Before initiating the ADR, a Party shall make a Good
45 Faith effort to meet and confer with other Parties to this Settlement. The Disputing

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1 Party(Party (ies) may, in addition, initiate the appeal procedures described in Paragraph
2 4.4. If the New Project License does not contain all of the PM&E measures stated in
3 Appendix A because FERC or one of the agencies with mandatory conditioning authority
4 expressly determines that it does not have jurisdiction to adopt or enforce the omitted
5 PM&E measures, the Parties agree that they shall be bound by the entire Settlement,
6 including those recommended PM&E measures omitted by FERC or the agency with
7 mandatory conditioning authority, provided the New Project License contains those
8 PM&E measures stated in Appendix A over which FERC and the agencies with
9 mandatory conditioning authority determine they do have jurisdiction and the New
10 Project License is otherwise consistent with this Settlement.
11
12

13 4.4 Appeal of ~~New Project License with Inconsistent Conditions~~Inconsistent
14 License.
15

16 Any Party may petition for administrative rehearing or seek judicial
17 review of any Inconsistent ~~Condition of the New Project~~License. The ADR
18 requirements stated in Paragraphs 4.9.1 - 4.9.3 do not preclude any Party from timely
19 filing for and pursuing administrative rehearing -or judicial review of ~~the an~~ Inconsistent
20 ~~Condition~~License or any other New Project License -article that relates to any subjects
21 not listed as a Resolved Subject. However, the Parties shall follow the ADR procedures
22 stated in Paragraphs 4.9.1 - 4.9.3 to the extent reasonably practicable while such appeal is
23 being pursued. If any Party or non-Party files for administrative rehearing or judicial
24 review of any Inconsistent ~~Condition~~License, Licensee's duties under this Settlement
25 ~~related to that Inconsistent Condition~~ are suspended to the extent necessary to enable
26 Licensee to comply with the ~~New Project~~Inconsistent License. If a Party has filed for
27 administrative rehearing or judicial review of any Inconsistent ~~Condition~~License and the
28 Parties subsequently agree to modify this Settlement to conform to the Inconsistent
29 ~~Condition~~License, the filing Party(Party (ies) shall withdraw the appeal, or recommend
30 such withdrawal, as appropriate. This Settlement shall be deemed modified to conform to
31 any final non-appealable administrative or judicial decision upholding a challenged
32 Inconsistent ~~Condition~~License unless a Party (a)-provides Notice within 45 days after the
33 date of the final decision that ~~it (a) the Party~~ does not accept- the ~~Inconsistency~~
34 ~~Inconsistent Condition~~License, and (b) ~~the Party is initiating~~ initiates the ADR
35 procedures stated in Paragraphs 4.9.1 - 4.9.3. Except as necessary to fulfill a statutory or
36 regulatory responsibility or policy, the Parties have a continuing duty to support this
37 Settlement, or as appropriate, recommend such support, during an administrative
38 rehearing or judicial review. If there is disagreement about the need for such support
39 between the requesting Party and any Party, those Parties shall meet and confer within 5
40 days of the request being made and shall make Good Faith efforts to resolve the
41 disagreement.
42
43

44 4.5 Cooperation Among Parties. The Parties shall cooperate in the
45 performance of this Settlement and compliance with related articles in the New Project

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1 License. Among other things, the Parties shall cooperate in implementing the PM&E
2 measures, conducting studies, performing monitoring, and conducting all other activities
3 within their statutory or regulatory authorities related to the measures stated in
4 Appendices A ~~&and~~ B of this Settlement, as may be modified in the New Project
5 License. Further, subject to Paragraph 2.5, inclusive of 2.5.1, and upon Licensee’s
6 request, the Parties shall provide written communications of support in any administrative
7 approval that may be required for implementation of this Settlement or related articles of
8 the New Project License, provided this obligation shall not apply to the agency exercising
9 the authority.

10
11 4.5.1 Responsibility for Costs. Licensee shall pay for the cost of actions
12 required of Licensee by this Settlement or the New Project License. Licensee shall have
13 no obligation to reimburse or otherwise pay any other Party for its assistance,
14 participation, or cooperation in any activities pursuant to this Settlement or the New
15 Project License unless expressly agreed to by Licensee or as required by law.

16
17 4.5.2 Licensee Solely Responsible for Operations of Project. ~~Except as~~
18 ~~expressly provided in this Settlement, B~~ by entering into this Settlement, none of the
19 Parties, except for Licensee, have accepted any legal liability ~~nor~~ responsibility for the
20 operation of the Project.

21
22 4.5.3 Availability of Funds. Implementation of this Settlement for a
23 Party that is a federal agency is subject to the requirements of the Anti-Deficiency Act,
24 31 United States Code, Section 1341, and the availability of appropriated funds. Nothing
25 in this Settlement is intended nor shall be construed to require the obligation,
26 appropriation, or expenditure of any money from the U.S. Treasury. The Parties
27 acknowledge that the Parties that are federal agencies shall not be required under this
28 Settlement to expend any federal agency’s appropriated funds unless and until an
29 authorized official of each such agency affirmatively acts to commit such expenditures as
30 evidenced in writing. Implementation of this Settlement by Parties that are state or local
31 agencies is subject to the availability of appropriated funds. Nothing in this Settlement is
32 intended nor shall be construed to require the obligation, appropriation, or expenditure of
33 any money from the Treasury of the State of California or Plumas County. The Parties
34 acknowledge that the Parties that are state or local agencies shall not be required under
35 this Settlement to expend any appropriated funds unless and until an authorized official
36 of each such agency affirmatively acts to commit such expenditures as evidenced in
37 writing.

38
39 4.5.4 FS Participation in Settlement. FS is not included in the definition
40 of the words “Party” or “Parties” as used in Paragraphs 3.1, 3.2, 4.1, 4.2, 4.3, ~~4.4.1 and~~
41 ~~4.4.2 have been deleted. Add and 4.4. as section where FS is not included 4.4.1, 4.4.2,~~
42 ~~4.5, and 4.7.1 of this Settlement. [Why shouldn’t FS be a Party to 4.1, 4.3.2, 4.4, 4.5,~~
43 ~~and 4.7.1?]~~ Additionally, FS’ obligations under and participation in this Settlement are
44 fulfilled upon issuance of a New Project License containing final Section 4(e) Conditions
45 that are no longer subject to administrative appeal or judicial review. [Need to discuss

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1 with FSJ Notwithstanding any provision to the contrary, nothing in this Settlement is
2 intended or shall be construed to create FS authority over a subject that is not within its
3 existing authority.
4

5 4.5.5 Escalation of Costs. Unless otherwise indicated, costs specified as
6 a year 2004 cost basis shall be escalated (starting in January 2005) based on the U. S.
7 Gross Domestic Product - Implicit Price Deflator (GDP-IPD). Costs not specified as a
8 year 2004 cost basis are constant dollars not subject to escalation.
9

10 4.6 Implementation Schedule. Implementation of the PM&E measures stated
11 in Appendix A shall begin after issuance of the New Project License and consistent with
12 the schedule specified in Appendix A (as may be modified by the New Project License).
13 Implementation of the measures stated in Appendix B shall begin consistent with the
14 schedule specified in Appendix B. Within six months after issuance of the New Project
15 License, Licensee shall prepare and provide to all Parties the Licensee's planned schedule
16 for implementing the PM&E measures recommended in this Settlement and incorporated
17 in the New Project License. The schedule shall specify dates for initiation, progress
18 reporting, monitoring and completion, as appropriate, for each such PM&E measure and
19 shall include milestones for major activities.
20

21 4.7 Reopener or Amendment of New Project License.
22

23 4.7.1 Reopener. Except as required to fulfill statutory or regulatory
24 responsibilities or as provided in Paragraph 4.7.2, a Party to this Settlement may seek to
25 modify, or otherwise reopen during the term of this Settlement the PM&E measures from
26 this Settlement included in the New Project License, only if and when significant new
27 information not known or understood as of the date of issuance of the New Project
28 License reasonably demonstrates that such proposed modification or other cause of
29 reopener is in furtherance of the public interest under the FPA or other applicable law. In
30 such an event, that Party shall provide Licensee at least 90-days Notice to consider the
31 new information and that Party's position. A Party shall not be required to comply with
32 this 90-day Notice provision if it believes an ~~emergency~~-Emergency situation exists, or if
33 required to meet its responsibilities under applicable law. Notwithstanding the provisions
34 of this paragraph, any Party may seek to reopen the New Project License to implement
35 future changes in applicable law, or to protect Beneficial Uses through coordinated
36 operations of this Project, Rock Creek – Cresta Project (FERC No. 1962), and Poe
37 Project (FERC No. 2107), in connection with the relicensing proceedings for the latter
38 ~~two~~-projects.
39

40 4.7.2 Amendment. Nothing in this Settlement is intended ~~nor~~ shall be
41 construed to affect or limit the right of Licensee to seek amendments of the New Project
42 License, provided that Licensee may seek a Project license amendment which would
43 ~~adversely affect~~be inconsistent with this Settlement only if Licensee, relying on
44 significant new information not known or understood as of the date of issuance of the
45 New Project License, can reasonably demonstrate that the amendment is in furtherance of

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1 the public interest under the FPA or other applicable law. Prior to filing a proposed
2 license amendment which relates to a Resolved Subject or would otherwise be
3 inconsistent with adversely affect this Settlement, Licensee shall provide the Parties at
4 least 90-day Notice of its intention to do so, and- shall promptly consult with Parties
5 responding within 30 days of such Notice regarding the need for and the purpose of the
6 amendment. Licensee shall not be required to comply with this 90-days Notice provision
7 if it believes an Emergency exists or if required to meet its responsibilities under
8 applicable law or an order of an agency with jurisdiction over Licensee. ~~In such an~~
9 ~~Emergency, Licensee shall provide the Parties and SWRCB with as much notice of the~~
10 ~~proposed license amendment as is reasonably practicable under the circumstances.~~ In
11 any application for a Project license amendment that relates to a Resolved Subject or is
12 otherwise inconsistent with this Settlement, Licensee shall provide with its application
13 documentation of its consultation with the responsive Parties, summarize the positions
14 and recommendation of the responsive Parties and provide its response to those positions
15 and recommendations. Licensee shall not oppose an intervention request by any Party
16 that satisfies FERC’s procedural requirements in a proceeding for a Project license
17 amendment that any Party has concluded would be inconsistent with adversely affect this
18 Settlement. A Project license amendment that, as approved by FERC, would adversely
19 affect~~be inconsistent with~~ this Settlement is subject to Paragraph 4.3.1- Further, a Project
20 license amendment that, as approved by FERC, would ~~adversely affect~~be inconsistent
21 with this Settlement may be considered by a Party as significant new information,
22 allowing that Party to invoke the reopener provision in Paragraph 4.7.1.
23

24 4.8 Amendment of Settlement. This Settlement may be amended at any time
25 after Notice, with the unanimous agreement of all Parties still in existence and responsive
26 within 30 days of such Notice. Any amendment of this Settlement shall be in writing and
27 executed by the responding Parties.
28

29 4.9 Dispute Resolution
30

31 4.9.1 General. Except to the extent that FERC, FS, or other agency with
32 jurisdiction over a Resolved Subject has a procedure that precludes implementation of
33 Paragraph 4.9.1 - 4.9.3, all disputes among the Parties regarding any Party’s performance
34 or compliance with this Settlement, including resolution of any disputes related to any
35 Inconsistent License ~~New Project License article, final Section 4(e) Condition, or other~~
36 ~~mandatory license condition filed with FERC that is an Inconsistent Condition,~~ shall be
37 the subject of a non-binding alternative dispute resolution (“ADR”) procedure among the
38 Disputing Parties, as stated in Paragraphs 4.9.1 - 4.9.3. Each Party participating in a
39 dispute (“Disputing Party,” or collectively, “Disputing Parties”) shall cooperate in Good
40 Faith to promptly schedule, attend and participate in the ADR. The Disputing Parties
41 agree to devote such time, resources and attention to the ADR as is needed to attempt to
42 resolve the dispute at the earliest time possible. Each Disputing Party shall implement
43 promptly all final agreements reached, consistent with its applicable statutory and
44 regulatory responsibilities. Nothing in Paragraphs 4.9.1 - 4.9.3 is intended nor shall be
45 construed to affect or limit the authority of FERC, FS, or other agency with jurisdiction

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1 over a Resolved Subject, to resolve a dispute brought before it in accordance with its own
2 procedure and applicable law.

3
4 4.9.2 ADR Procedures. A Party claiming a dispute shall give Notice of
5 the dispute within 30 days of the Party’s actual knowledge of the act, event, or omission
6 that gives rise to the dispute, unless this Settlement provides otherwise. If the dispute
7 includes a claim ~~that any New Project regarding an Inconsistent License article, Section~~
8 ~~4(e) Condition, or other mandatory license condition filed with FERC is an Inconsistent~~
9 ~~Condition,~~ and the claim arises prior to rehearing or appeal, the Notice shall be made
10 within the time periods specified in Paragraphs 4.3.1, 4.3.2, or 4.3.3, or 4.3.4 ~~Sections~~
11 ~~4.3.1, 4.3.2, 4.3.3 and 4.3.4 have been deleted. We only have 4.3 left respectively.~~ If the
12 dispute includes a claim ~~that any New Project License article, Section 4(e) Condition, or~~
13 ~~other mandatory license condition filed with FERC is an Inconsistent Condition~~ regarding
14 an Inconsistent License, and the claim arises during or after rehearing or appeal, the
15 Notice shall be made within the time periods specified in Paragraphs 4.4.1, 4.4.2, and
16 4.4.3, respectively. At a minimum and in any dispute subject to these ADR procedures,
17 the Disputing Parties shall hold two informal meetings within 30 days after Notice, to
18 attempt to resolve the disputed issue(s). Any Disputing Party may request that a FERC
19 employee facilitate these informal meetings to assist in resolving the dispute. If the
20 informal meetings fail to resolve the dispute, the Disputing Parties shall attempt to
21 resolve the dispute using a neutral mediator jointly selected within 15 days after Notice
22 by a Disputing Party that the informal meetings did not resolve the dispute. The
23 Disputing Parties shall select a mediator from the sources described in 18 CFR
24 §385.604(c)(3). Absent an agreement for equitable allocation of costs of the mediator, the
25 Parties shall select a FERC employee as mediator. The mediator shall mediate the
26 dispute during the next 60 days after his or her selection. Any of these time periods may
27 be reasonably extended or shortened by agreement of the Disputing Parties, or as
28 necessary to conform to the procedure of an agency or court with jurisdiction over the
29 dispute. Unless otherwise agreed among the Disputing Parties, each Disputing Party
30 shall bear its costs for its own participation in the ADR procedures.

31
32 4.9.3 Enforcement of Settlement After Dispute Resolution. Any Party
33 may seek in a court of competent jurisdiction specific performance of this Settlement by
34 any other Party, after compliance with the ADR procedures stated in Paragraphs 4.9.1 -
35 4.9.3. No Party shall be liable in damages for any breach of this Settlement, any
36 performance or failure to perform a mandatory or discretionary obligation imposed by
37 this Settlement, or any other cause of action arising from this Settlement. The time used
38 to comply with the ADR procedures shall be excluded from computing any applicable
39 statute of limitations, except where applicable law precludes such exclusion when
40 computing time. Nothing in Paragraphs 4.9.1 - 4.9.3 is intended nor shall be construed to
41 affect or limit the jurisdiction of any agency or court as established under applicable law.

42
43 4.10 Withdrawal From Settlement.
44

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1 4.10.1 Withdrawal of a Party from Settlement. A Party may withdraw
2 from this Settlement only in the following circumstances: (a) a Disputing Party claiming
3 a material breach or violation of this Settlement may withdraw once the Party has
4 complied with the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3 to attempt to
5 resolve the dispute; or (b) a Party objecting to a final and non-appealable order issuing an
6 Inconsistent License ~~New Project License with an Inconsistent Condition~~ may withdraw
7 once the Party has complied with the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3
8 to attempt to resolve the objection. In addition, Licensee may withdraw as provided in
9 Paragraph 4.10.2. In addition, when required to fulfill a statutory or regulatory
10 responsibility, a Party that is an agency may suspend participation or, if necessary,
11 withdraw from this Settlement, without first using the ADR procedures stated in
12 Paragraphs 4.9.1 - 4.9.3. Finally, a Party may withdraw as provided in Paragraph 5.3.

13
14 4.10.2 Withdrawal of Licensee from Settlement. In addition to the
15 provisions of Paragraph 4.10.1, Licensee may withdraw from this Settlement without first
16 complying with the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3 if a Party
17 ~~does~~Party does not execute or withdraws from this Settlement, and Licensee reasonably
18 determines at its sole discretion that the failure to execute or the withdrawal (a) may
19 adversely affect the likelihood of FS issuing final Section 4(e) Conditions consistent with
20 this Settlement; (b) may adversely affect FERC's issuance of a New Project License
21 consistent with this Settlement; (c) may adversely affect the likelihood of SWRCB
22 issuing a 401 Certification consistent with this Settlement; or (d) substantially diminishes
23 the value of this Settlement to Licensee. Licensee shall exercise the right to withdraw
24 from this Settlement as provided in this paragraph within 30 days of Licensee's
25 knowledge of the event creating the right to withdraw.

26
27 4.10.3 Method of Withdrawal. A Party may exercise its right to withdraw
28 from this Settlement by giving Notice. Withdrawal is effective 10 calendar days after
29 Notice. A Party that is an agency may suspend participation in this Settlement as
30 provided in Paragraph 4.10.1 by giving Notice.

31
32 4.10.4 Continuity After Withdrawal. The withdrawal of a Party, other
33 than Licensee, does not terminate this Settlement for the remaining Parties. If a Party
34 withdraws from this Settlement, the withdrawing Party shall not be bound by any term
35 contained in this Settlement.

36
37 4.11 Termination of Settlement. This Settlement shall terminate as to all
38 Parties and have no further force or effect upon expiration of the New Project License
39 and any annual licenses issued after expiration thereof or upon withdrawal from this
40 Settlement of Licensee. If this Settlement is terminated, this Settlement and all
41 documents related to its development, execution, and submittal to FERC shall be deemed
42 confidential and shall not be discoverable or admissible in any forum or proceeding for
43 any purpose to the fullest extent allowed by applicable law, including 18 C.F.R. §
44 385.606. This provision does not apply to the results of resource studies or other
45 technical information developed for use by the Collaborative.

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1
2 4.12 Addition of Signatory to Settlement. (~~Language to be added:~~ Upon approval of
3 all Parties...)
4

5 **5. General Provisions**
6

7 5.1 Non-Severable Terms of Settlement. The terms of this Settlement are not
8 severable one from the other. This Settlement is made on the understanding that each
9 term is in consideration and support of every other term, and each term is a necessary part
10 of the entire Settlement.
11

12 5.2 No Third Party Beneficiaries. Without limiting the applicability of rights
13 granted to the public pursuant to applicable law, this Settlement shall not create any right
14 or interest in the public, or any member thereof, as a third party beneficiary hereof, and
15 shall not authorize any non-Party to maintain a suit at law or equity pursuant to this
16 Settlement. The duties, obligations and responsibilities of the Parties with respect to
17 third parties shall remain as imposed under applicable law.
18

19 5.3 Successors and Assigns. This Settlement shall apply to, and be binding on,
20 the Parties and their successors and assigns. Upon completion of a succession or
21 assignment, the initial Party shall no longer be a Party to this Settlement. No change in
22 ownership of the Project or transfer of the existing or New Project License by Licensee
23 shall in any way modify or otherwise affect any other Party's interests, rights,
24 responsibilities or obligations under this Settlement. Unless prohibited by applicable law,
25 Licensee shall provide in any transaction for a change in ownership of the Project or
26 transfer of the existing or New Project License, that such new owner shall be bound by,
27 and shall assume the rights and obligations of this Settlement upon completion of the
28 change of ownership and approval by FERC of the license transfer. In the event
29 applicable law prohibits the new owner from assuming the rights and obligations of this
30 Settlement, any Party may withdraw from this Settlement. A transferring or assigning
31 Party shall provide Notice to the other Parties at least 30 days prior to completing such
32 transfer or assignment.
33

34 5.4 Failure to Perform Due to Force Majeure. No Party shall be liable to any
35 other Party for breach of this Settlement as a result of a failure to perform or for delay in
36 performance of any provision of this Settlement due to any cause reasonably beyond its
37 control. This may include, but is not limited to, natural events, labor or civil disruption,
38 or breakdown or failure of Project works. ~~The Party whose performance is affected by a~~
39 ~~force majeure shall notify the other Parties in writing within seven (7) days after~~
40 ~~becoming aware of any event that such affected Party contends constitutes a force~~
41 ~~majeure. Such notice shall: (a) identify the event causing the delay or anticipated delay;~~
42 ~~(b) estimate the anticipated length of delay; (c) state the measures taken or to be taken to~~
43 ~~minimize the delay; and (d) estimate the timetable for implementation of the measures.~~
44 ~~The affected Party shall make all reasonable efforts to promptly resume performance of~~
45 ~~this Settlement, and, when able to resume performance of its obligations and give the~~

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1 ~~other Parties written notice to that effect.~~ [This notice provision would require PG&E to
2 notify all Parties anytime there is a flow deviation, no matter how minor. Was this the
3 intent?]
4

5 5.5 Governing Law. The New Project License and any other terms of this
6 Settlement over which a federal agency has jurisdiction shall be governed, construed, and
7 enforced in accordance with the statutory and regulatory authorities of such agency. This
8 Settlement shall otherwise be governed and construed under the laws of the State of
9 California. By executing this Settlement, no federal agency is consenting to the
10 jurisdiction of a state court unless such jurisdiction otherwise exists. All activities
11 undertaken pursuant to this Settlement shall be in compliance with all applicable law.
12

13 5.6 Elected Officials Not to Benefit. No member of or delegate to Congress
14 shall be entitled to any share or part of this Settlement or to any benefit that may arise
15 from it.
16

17 5.7 No Partnership. Except as otherwise expressly set forth herein, this
18 Settlement does not and shall not be deemed to make any Party the agent for or partner of
19 any other Party.
20

21 5.8 Reference to Regulations. Any reference in this Settlement to any federal
22 or state regulation shall be deemed to be a reference to such regulation, or successor
23 regulation, in existence as of the date of the action.
24

25 5.9 Notice. Except as otherwise provided in this paragraph, any Notice
26 required by this Settlement shall be written. It shall be sent to all Parties still in existence
27 by first-class mail or comparable method of distribution, and shall be filed with ~~FS and~~
28 FERC. For the purpose of this Settlement, a Notice shall be effective 7 days after the
29 date on which it is mailed or otherwise distributed. When this Settlement requires Notice
30 in less than 7 days, Notice shall be provided by telephone, facsimile or electronic mail
31 and shall be effective when provided. For the purpose of Notice, the list of authorized
32 representatives of the Parties as of the Effective Date is attached as Appendix C. The
33 Parties shall provide Notice of any change in the authorized representatives designated in
34 Appendix C and Licensee shall maintain the current distribution list of such
35 representatives.
36

37 5.10 Paragraph Titles for Convenience Only. The titles for the paragraphs of
38 this Settlement are used only for convenience of reference and organization, and shall not
39 be used to modify, explain, or interpret any of the provisions of this Settlement or the
40 intentions of the Parties.
41

42
43 **6. Execution of Settlement**
44

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1 6.1 Signatory Authority. Each signatory to this Settlement certifies that he or
2 she is authorized to execute this Settlement and to legally bind the Party he or she
3 represents, and that such Party shall be fully bound by the terms hereof upon such
4 signature without any further act, approval, or authorization by such Party.

5
6 ~~6.2 — Disclosure of Other Agreements. Each Party represents that it has~~
7 ~~disclosed any other existing agreement with any Party or non Party relating to this~~
8 ~~Settlement. If a Party subsequently determines that it has such an agreement, such Party~~
9 ~~shall provide Notice of the terms of that agreement. [OK to delete]~~

10
11 6.32 Signing in Counterparts. This Settlement may be executed in any number
12 of counterparts, and each executed counterpart shall have the same force and effect as an
13 original instrument as if all the signatory Parties to all of the counterparts had signed the
14 same instrument. Any signature page of this Settlement may be detached from any
15 counterpart of this Settlement without impairing the legal effect of any signatures
16 thereon, and may be attached to another counterpart of this Settlement identical in form
17 hereto but having attached to it one or more signature pages.

18
19 WHEREFORE, for valuable consideration, which is hereby acknowledged, and by
20 authorized representatives, the Parties execute this Settlement effective as of
21 _____
22

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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. ~~Streamflows in Table A-2 may need to be increased (adjusted) to achieve water temperatures protective of cold water habitat, as determined to be under the reasonable control of Project operation. [This statement is too open-ended: suggest having SWRCB put it in 401 Certification as a reservation of authority, not include it in this Settlement.]~~ Minimum Streamflows shall commence within 60 days of the issuance of the New Project License, unless facility modifications are required. The requirements of this article are subject to temporary modification if required by an Emergency, as defined herein. If the Licensee temporarily modifies the requirements of these articles, then the Licensee shall make all reasonable efforts to promptly resume performance of such requirements and shall notify all Parties of the Emergency as soon as practicable and not later than _____ days (hours) after invoking the Emergency.

Table A-1. Releases from Canyon Dam

Water Year Type	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

Water Year type	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

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Wet

140 140 180 235 235 225 175 140 140 120 120 120

1
2
3 Where facility modification is required to implement the efficient release of Minimum
4 Streamflows, the Licensee shall submit applications for permits within one year after
5 issuance of the New Project License and complete such modifications as soon as
6 reasonably practicable but no later than two years after receipt of all required permits and
7 approvals. Prior to completion of such required facility modifications, the Licensee
8 shall make a ~~good~~Good ~~faith~~Faith effort to provide the specified Minimum Streamflows
9 within the capabilities of the existing facilities. The requirements of this ~~article~~Section 1
10 are subject to temporary modification if required by equipment malfunction, ~~emergency~~
11 ~~conditions~~or as directed by law enforcement authorities, or ~~in~~critical electric system
12 ~~Emergency~~Emergencies.

13
14 **2. Streamflows in Lower Butt Creek.** Licensee shall take no action to reduce dam
15 leakage, tunnel leakage, spring or other natural flows that currently provide inflow to
16 Lower Butt Creek below the Butt Valley Dam unless directed to do so by FERC or other
17 regulatory agency. ~~As part of any such order, any negative impact that a reduction in~~
18 ~~flow would have on the ecology of Lower Butt Creek will be considered.~~[PG&E can't
19 control what the agency will consider in its future order.]

20
21 **3. Pulse Flows in North Fork Feather River.** Licensee shall implement Pulse Flows
22 and gravel monitoring ~~will be implemented~~ in the Seneca and Belden Reaches to further
23 assist in the preservation and improvement of aquatic conditions in the Project area.

24
25 A. Pulse Flows: Licensee shall provide one Pulse Flow release from both Canyon
26 Dam (Seneca Reach) and Belden Forebay Dam (Belden Reach) in each of January,
27 February and March if the forecasted Water Year Type for that month, as defined in
28 Section __, indicates that the water year is anticipated to be either Normal or Wet.
29 No Pulse Flows are required in months where the Water Year Type forecast for that
30 month indicates that the water year will be either Dry or ~~Critically Dry~~CD. No Pulse
31 Flows will be required in March in the respective reach if two successive days of
32 mean daily water temperature greater than 10 degrees C are measured at gages NF2
33 ~~(Seneca Reach)~~ or NF70 ~~(Belden Reach)~~, or if rainbow trout spawning ~~in the Seneca~~
34 ~~or Belden Reaches~~ is observed ~~in the Seneca or Belden Reaches~~ and reported to
35 Licensee by CDFG or FS. In both the Seneca and Belden Reaches, The total volume
36 of water released for each Pulse Flow event (including the water released during the
37 ramp up and ramp down periods) shall not exceed 1,800 AF. ~~s shall be implemented~~
38 ~~such that the release volume is no more than 1,800 acre feet of water per each pulse~~
39 ~~flow event.~~ ~~Initially, The~~the typical schedule ~~is~~will be to increase the streamflow at
40 the Basic Ramping Rate to reach the peak streamflow, and hold the peak streamflow
41 for 12 hours. The peak streamflow is variable by month and Water Year Type as
42 follows: 675 cfs in January of Wet and Normal water years; 1,000 cfs in February
43 and March of Normal water years, and 1,200 cfs in February and March of Wet water

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1 years. In the Seneca Reach during March of Normal and Wet years, ~~streamflow,~~
2 streamflow is-will be reduced at the Basic Ramping Rate until 400 cfs is reached, held
3 at that streamflow for 6 hours, and then reduced at the Basic Ramping Rate until the
4 Minimum Streamflow specified in Paragraph 1 above is reached. The 6-hour period
5 of constant streamflow during the ramp down shall occur between 9 am and 3 pm of a
6 weekend to allow recreational boating opportunities. In the Belden Reach, the peak
7 streamflow will be reduced using the Basic Ramping Rate until the Minimum
8 Streamflow specified in Paragraph 1 above is reached, but no period of constant flow
9 during the ramp down ~~is-will be~~ required in any month.

10
11 B. Pulse Flow Monitoring (Gravel Monitoring Plan): The Licensee shall, within 12
12 months of license issuance, develop and begin implementing a Gravel Monitoring
13 Plan, in consultation with the FS, CDFG, FWS, SWRCB, and other Parties. The
14 Gravel Monitoring Plan must be approved by the FS and filed with FERC. ~~that has~~
15 ~~been approved by the FS, and filed with FERC.~~ The plan shall evaluate movement of
16 sediment that occurs during scheduled ~~pulse-Pulse flow-Flow~~ events and other flow
17 events in the Belden and Seneca Reaches of a similar magnitude as scheduled Pulse
18 Flows. Emphasis shall be placed on monitoring the movement of spawning-sized
19 gravel and recruitment of similar-sized material into the Belden and Seneca Reaches.
20 If, after review of the data collected through the Gravel Monitoring Plan ~~consultation~~
21 ~~with~~ the FS, CDFG, FWS, and SWRCB, ~~the resource agencies~~ determine that the
22 Pulse Flows appear to have a detrimental impact on the availability and distribution
23 of spawning-sized gravel, or ~~it appears that a~~ Pulse Flow[s] for any given month,
24 provided that the total volume of water released for each Pulse Flow event (including
25 the water released during the ramp up and ramp down periods) shall not exceed 1,800
26 AF. Assuming the agencies propose such revised schedule, Licensee shall file the
27 proposal with FERC for its approval ~~of a different magnitude or duration would be~~
28 ~~beneficial, the Pulse Flow schedule shall be altered to better achieve the desired~~
29 ~~results. The proposed, revised schedule of Pulse Flows shall be approved by the FS~~
30 ~~and filed with FERC. Regardless of changes made to the magnitude and duration of a~~
31 ~~pulse flow, the total volume of water that is allocated for Pulse Flows in each year~~
32 ~~shall not increase beyond the volume described in Paragraph 3 of this Section~~
33 ~~XXI.~~ [There is no need to have FS approve the revised Pulse Flow schedule since it
34 is one of the agencies jointly proposing it.]

35
36 **4. Pulse Flows in Lower Butt Creek.** If determined to be necessary ~~as per~~pursuant to
37 Paragraph 8 below, Licensee shall provide Pulse Flows in Lower Butt Creek via use of
38 the Butt Valley Reservoir spillway or an acceptable alternative. The magnitude, ramping,
39 and duration of the ~~pulse-Pulse flow-Flow~~[s] will be determined by the Licensee in
40 consultation with FS, FWS, SWRCB, CDF&G and other Parties and will consider the
41 need to adequately move desired particle size material to the confluence with the Seneca
42 Reach and address woody debris and live vegetation concerns. The timing of any Pulse
43 Flows shall be coordinated and occur simultaneously with Pulse Flows in the Seneca
44 Reach.
45

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1 **5. Streamflow Measurement.** For the purpose of determining the river stage and
2 Minimum Streamflow below Canyon Dam and Belden Forebay Dam, Licensee shall
3 operate and maintain the existing gages at NF-2 and NF-70 (United States Geological
4 Survey (“USGS”) gages 11399500 and 11401112, respectively) consistent with all
5 requirements of FERC and under the supervision of the USGS. Any modification of the
6 gage facilities at NF-2 and NF-70 that may be necessary to measure the new Minimum
7 Streamflow releases shall be completed within three years after issuance of the New
8 Project License. Individual mean daily flows shall be equal to or greater than the
9 Minimum Streamflow designated as shown on Table A-1 and A-2. As required by USGS
10 standards, Licensee shall record an ~~The~~ instantaneous ~~15-minute~~ streamflow ~~reading~~
11 every 15 minutes at ~~the~~ NF-2 and NF-70. ~~The instantaneous 15-minute streamflow at~~
12 these gages ~~compliance gage~~ shall be at least 90 percent of the ~~monthly Minimum~~
13 Streamflows set forth in Tables A-1 and A-2 above. ~~mean-daily flow.~~
14

15 **6. Ramping Rates.** For the preservation and improvement of aquatic resources in the
16 Project area, Licensee shall control river flows by ramping streamflow releases from
17 Project dams as provided in this Paragraph 6. Ramping Rates shall not apply to releases
18 from Project Powerhouses (excluding Oak Flat Powerhouse) or
19 ~~unregulated~~ Uncontrolled ~~spills~~ Spills from Project dams.
20

21 A. Basic Ramping Rates: During periods when ramping can be controlled, Ramping
22 Rates shall apply to releases made from Canyon Dam and Belden Dam. Ramping
23 Rates shall be followed during releases made to provide ~~winter~~ Pulse Flows and
24 ~~summer~~ recreation river flows, and all other releases from Canyon dams ~~Dam and~~
25 Belden Dam that the Licensee makes for operational purposes. Monthly changes in
26 Minimum Streamflow releases shall be made in a single step because the change is
27 always less than the Ramping Rate criterion. Licensee shall follow the Basic
28 Ramping Rate as close as reasonably practicable given gate and other operating
29 limitations:
30

31 Canyon Dam: 0.5 ft/hr up and down, in all months, as measured at NF-2; and
32 Belden Dam: 0.5 ft/hr up and down, in all months, as measured at NF-70.
33

34 Changes in Canyon Dam streamflow releases, because of gate size and other factors,
35 may exceed the Ramping Rate in any particular hour, but Licensee shall make a good
36 Good faith ~~Faith~~ effort to return to the overall Basic Ramping Rate in the next and
37 subsequent hours.
38

39 B. Revision to Ramping Rates: ~~In the event that studies or monitoring during the~~
40 ~~term of the License identify the need for modifications to ramping rates, the Licensee~~
41 ~~shall consult with the FS, FWS, CDFG, SWRCB and other Parties to establish more~~
42 ~~appropriate rates. result in changes to the Basic Ramping Rate, the nNew Ramping~~
43 ~~Rates shall not result in an increase in the total volume of water that is required to be~~
44 ~~released when the new Basic Ramping Rates are applied to geomorphic Pulse Flows~~

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~~(FIX LATER) 10% f The total volume of water released for a Recreation River Flow shall not exceed 110% of the flow specified in Section 2, Table B.~~

Revision to Ramping Rates: In the event that studies or monitoring during the term of the license result in changes to the Basic Ramping Rate, the following limitations shall apply. For Pulse Flows in the Belden and Seneca Reaches the total volume of water released when the revised Ramping Rates are applied to the Pulse Flows shall not exceed 1,800 AF for each Pulse Flow event. For scheduled recreation river flow releases in the Belden Reach, the total volume of water released when the revised Ramping Rates are applied to the scheduled recreation river flow in a given month shall not exceed 110 percent of the total volume of water released when the Basin Ramping Rates are applied to the recreation river flows set forth in Section 3, Table B. For example, the total volume of water released during a recreation river flow in July of a Normal or Wet water year is (insert #) AF when the Basin Ramping Rte is applied to the required 650 cfs release amount set forth in Section 3, Table B. According, if the Basic Ramping Rate is revised, the total volume of water released for that same month when the revised Ramping Rate is applied shall not exceed (insert same # as above) AF. Depending upon how the Basic Ramping Rate is revised, the volume limitations described above may require a corresponding change in the magnitude or duration of the scheduled Pulse Flows or recreation river flows.

C. Unit Trips: Licensee shall make a good faith effort to control streamflow releases to stay within the ~~b~~Basic Ramping Rates but shall not be in violation of the Basic Ramping Rates in the event that the specified rates are exceeded due to a unit tripping off-line, and subsequent restoration, or other conditions beyond the reasonable control of Licensee.

7. Belden Block Loading. To minimize ~~4~~(a) the frequency of fluctuation in the river stage and ~~2~~(b) help meet Basic Ramping Rates at downstream Licensee dams, Licensee shall ~~block-Block load-Load~~ Belden Powerhouse at times when the Rock Creek Dam is spilling water in excess of the minimum streamflow required under the FERC License license for Project No. 1962 but less than 3,000 cfs. Under ~~block-Block loading~~Loading, a unit's generation level is not cycled but rather set at a constant level for a predetermined period of time. Licensee shall not be required to implement or continue this operation if the gate controls at downstream Licensee dams are shown to be able to meet the Ramping Rates specified in the Project ~~No. 1962 License-license~~ without such ~~block-Block loading~~Loading. If the draft through Belden Powerhouse needs to be increased or decreased from ~~block-Block loading-Loading~~ levels between 0 and 40 MW, Licensee shall, to the extent reasonably feasible, make adjustments to Belden Powerhouse drafts so as not to exceed ramping rates specified in the Project ~~No. 1962 license~~. Because of operational constraints that limit Licensee's ability to operate Belden Powerhouse between 40 and 70 MW, Licensee shall not be required to comply with the Basic Ramping Rates if a transition through these MW levels is needed. Licensee shall attempt

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1 to accomplish this transition with as little impact on the Basic Ramping Rates as
2 reasonably feasible.

3
4 **8. Lower Butt Creek Monitoring.** In addition to maintaining gages at NF-2 and NF-70
5 as provided in Paragraph ~~6-5 discussed~~ above, Licensee shall rehabilitate, as necessary,
6 and maintain an existing streamflow gaging gage station located on Lower Butt Creek
7 designated by Licensee as NF-9. An approximate rating curve shall be maintained as
8 appropriate, with periodic spot checks and channel re-rating following Wet Water Years.
9 By using the word “approximate,” Bruce has implied a rating standard that technically
10 does not need further clarification. However, to be on the safe side, Bruce could add
11 some language clarifying how often the rating table is updated but the gage and the data
12 collected at the gage shall not be required to meet USGS standards. This gage shall be
13 read each year on or about April 1, June 1, August 1 and October 1. Within 12 months of
14 license issuance, Licensee in consultation with FS, FWS, SWRCB, CDFG, and Parties,
15 shall develop and submit to FERC for its approval a plan to monitor and assess aquatic
16 habitat quality in Lower Butt Creek between Butt Valley Dam and the confluence with
17 the NFFR. This monitoring plan shall include evaluation of habitat quality at intervals of
18 3 to 5 years, depending on Water Year Type and other appropriate factors. If it is
19 determined during the course of the study conducted under the plan to be developed as
20 outline below If the monitoring plan demonstrates that the Lower Butt Creek weir is
21 acting to blocking fish passage, then within one year Licensee shall remove or modify the
22 existing weir to allow fish passage. removal or modification of the existing weir shall be
23 evaluated, and implementation of the removal or modification shall be completed within
24 one year of the determination. Within 12 months of license issuance, Licensee shall, in
25 consultation with FS, FWS, SWRCB and CDFG, develop and submit to FERC for
26 approval, a plan to monitor and assess aquatic habitat quality in Lower Butt Creek
27 between Butt Valley Dam and the confluence with the North Fork Feather River. This
28 plan shall include evaluation of habitat quality at intervals of 3 to 5 years, depending on
29 water year magnitude and other appropriate factors. If the Licensee, in consultation with
30 FS, FWS, SWRCB and CDFG, concludes that habitat quality in Lower Butt Creek has
31 degraded and that a Pulse Flows would provide a significant benefit, then Licensee shall
32 implement Pulse Flows as described in Paragraph 4 above ~~shall be implemented.~~

33
34 **9. Seneca and Belden Reach Habitat Monitoring.** Between years 10 and 12 following
35 license issuance, Licensee shall initiate a cooperative aquatic monitoring program with
36 FS, FWS, SWRCB, and CDFG, ~~and sampling shall occur every two years over a six year~~
37 ~~period, for a total of three sampling events~~ for the purpose of determining the effect of
38 Minimum Stream Flows on aquatic life. The program shall include monitoring of fish
39 populations and benthic macroinvertebrates in at least three sites in each reach. Licensee
40 shall conduct sampling every two years over a six-year period, for a total of three
41 sampling events. Licensee may defer ~~Sampling~~ may be deferred to the
42 following year in the event of a Critically Dry CD water year. The Licensee shall provide
43 results of the monitoring and any flow change recommendations to ~~FERC, FERC,~~ FS,
44 FWS, SWRCB, CDFG and ~~other Parties for discussion and agreement. We might not~~
45 ~~agree or even need to agree before submittal to FERC. Delete “and agreement”.~~ prior to

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1 submittal to FERC Parties. Regardless of changes made to the magnitude and duration of
2 a Minimum Stream Flows, the total annual volume of water that is allocated for
3 Minimum Stream Flows in any given Water Year Type shall not exceed the total annual
4 volume of water for that Water Type Year set forth in Tables A-1 and A-2.

5
6
7 The following is the alternative language handed out on the 15th but not discussed. Do
8 we submit for discussion or wait until after the first of the year?

9 **9. Seneca and Belden Reach Habitat Monitoring.** Within one year of license
10 issuance, and after consultation with the Forest Service and other applicable agencies, the
11 Licensee shall file with the Commission a fish population, benthic macroinvertebrate, and
12 amphibian monitoring plan outlining sampling that shall be conducted in the Upper North
13 Fork Feather River Project bypassed reaches. The plan shall include, at a minimum, the
14 following components: (1) Between years 10 and 12 after license issuance, Licensee
15 shall initiate a cooperative aquatic monitoring program with FS, FWS, SWRCB, and
16 CDFG. Sampling shall occur every two years over a six-year period, for a total of three
17 sampling periods. The program shall include monitoring of fish populations including
18 condition and trend and benthic macroinvertebrates in at least three sites in the Belden
19 and Seneca Reaches. Benthic macroinvertebrate monitoring shall include population
20 robustness, feeding group and tolerance/intolerance trend monitoring. Sampling may be
21 deferred to the following year in the event of a Critically Dry year. The Licensee shall
22 provide results of the monitoring and any recommendations to FERC, FS, FWS,
23 SWRCB, CDFG and Parties. (2) Licensee shall also prepare an amphibian monitoring
24 plan for the Seneca, Butt Creek and Belden Bypass Reaches. The plan shall include
25 extensive monitoring of Forest Service Sensitive amphibians conducted at three-year
26 intervals beginning no later than three years following license issuance. Should target
27 amphibians be located in Project reaches, intensive annual monitoring of population
28 health, life stages, reproductive success, and distribution will be required.

29
30 A draft technical report shall be prepared following completion of each sampling effort.
31 In addition to describing the results, the report is to compare results with those of
32 previous surveys. The fish-based sampling shall discuss implications regarding trends in
33 fish abundances. The benthic macroinvertebrate sampling report shall enumerate any
34 changes over time regarding the composition of functional feeding groups, overall
35 population heterogeneity and robustness, and pollution tolerance/intolerance trends.

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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 County~~ Plumas, and other Parties. TRG meetings shall be open to and accept
10 comments from the public ~~and comments accepted~~. The Licensee shall maintain, and
11 make public, records of TRG meetings, and shall forward those records with any
12 recommendations to the FS, SWRCB and FERC. The Licensee shall establish
13 communication protocols in consultation with the TRG to facilitate interaction between
14 ~~group~~ TRG members, which allow for open participation, ~~expert~~ consultation with
15 independent technical experts, and communication between all TRG 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 ~~6~~ 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 (a) sufficient information exists to conclude that recreation river flows will
24 result in unacceptable impacts on sociological or ecological resources; or (b)
25 recreation test river flows as prescribed in Table B should be conducted in order to
26 further evaluate the Ecological and social effects of recreation river flows in the
27 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. ~~the TRG~~
32 ~~recommendations as to whether or not existing data demonstrates that unacceptable~~
33 ~~impacts on sociological or ecological resources will occur and with implementation~~
34 ~~of recreational river flows, and if whether recreation test river flows as prescribed in~~
35 ~~Table B should be conducted in order to further evaluate the ecological and social~~
36 ~~effects of the Belden Reach Recreation River Flow program.~~
37

38 B. Approvals to Proceed with Test Flows: Assuming the TRG recommends that
39 recreation test river flows in the Belden Reach should be conducted, the Any
40 recommendation regarding recreation test river flows made by the TRG shall be
41 submitted to the FS and SWRCB for review and approval. The FS and SWRCB will
42 consult with appropriate state and federal agencies, Licensee, tribal governments, and
43 other interested Parties prior to approving, denying or modifying the TRG’s proposal,
44 as submitted or modified. Assuming the FS and SWRCB approve a proposed
45 schedule for recreation river test flows that does not exceed the frequency, magnitude

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~~or duration of the flows prescribed for any given month in Paragraph 3, Table B below, Licensee shall submit the proposal to FERC for its approval. Following approval by the FS and the SWRCB, Licensee shall file the proposal with FERC for approval.~~

B.

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

D. Monitoring: Licensee shall prepare and submit to the FS and SWRCB for their review and approval, concurrent with the TRG recommendation, a Belden Reach Recreation ~~Test~~ River ~~Test~~ Flow Evaluation Plan. Upon FS and SWRCB approval, Licensee shall file the plan with FERC for its approval. The plan shall be designed to evaluate the effects of the recreation test river flow releases on ecological and social resources, and the metrics to be used in this determination. Upon approval of the plan by FERC, Licensee shall implement the plan during the 3-year recreation test flow period.

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

~~F.F.~~ Approval of Results of Determination of Continued Flows: ~~Licensee shall forward to the FS and SWRCB any recommendation by the RG to continue recreation river flows. The FS and SWRCB will consult with appropriate state and federal agencies, Licensee, tribal governments, and other interested Parties prior to approving, denying or modifying the TRG's proposal. Assuming the FS and SWRCB approve a proposed schedule for continued recreation river flows that does not exceed the frequency, magnitude or duration of the flows prescribed for any given month in Paragraph 3, Table B below, Licensee shall submit the proposal to FERC for its approval. Any recommendation regarding continued recreation river flows made by the TRG shall be submitted to the FS and SWRCB for review and approval, as appropriate. The FS and SWRCB will consult with appropriate state and federal agencies, Licensee, tribal governments, and other interested Parties prior to approving the proposal as submitted or modified. Following approval by the FS and the SWRCB, Licensee shall file the proposal with FERC for approval.~~

~~F.~~

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

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Table B – Belden Reach Recreation River Flow Schedule *

1
2

	Release amount in Cubic Feet per Second (cfs)		Release Days per Month				Boater 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	130/180	90
Aug	650	750	1 day	1 day	1 day	2 days	160/200	100
Sep	650	750	1 day	1 day	1 day	2 days	160/200	100
Oct	650	750	1 day	1 day	1 day	2 days	160/200	100

5

6

7

8

9

* Flow releases shall occur between the hours of 10 AM and 4 PM during Wet and Normal water years, and between the hours of 10 AM and 1 PM during Dry and Critically Dry years.

10

~~The up and down triggers are unresolved.~~

11

12

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, ~~unless modified by the TRG~~. Licensee shall conduct an annual planning meeting 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.

13

14

15

16

17

18

19

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

20

21

22

23

24

C. Recreation River Flow Postponement:

25

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- 1 1. Insufficient Electric Generation Reserves: Licensee may postpone up to
2 one weekend of recreation river flow releases in July and one weekend of
3 recreation river flow releases in August based on projected insufficient
4 electrical generation reserves (Stage II alert or its equivalent) as forecasted
5 by the Independent System Operator (“ISO”) (or its successor), provided
6 Licensee gives 48 hours notice or as much advance notice as possible to
7 the recreation community via the streamflow information sites specified
8 below. [Limiting our right to postpone to one weekend in July and one
9 in August doesn’t work; if the –ISO declares a Stage II alert, it can
10 order us to generate; need to fold the concept of System Emergencies
11 into the definition of ‘Emergency’ and just use the language in para. 2
12 below.]
- 13
- 14 2. Emergencies: In the event of an Emergency, Licensee may postpone any
15 scheduled recreation river flow release. Licensee shall provide as much
16 notice as reasonably practicable under the circumstances.
- 17
- 18 3. Postponed Recreation River Flows: To the extent reasonably
19 Licensee practicable, Licensee shall reschedule postponed recreation river
20 flow releases as recommended by the TRG.

21

22 D. Triggers for Adjustments: During scheduled recreation river flows, Licensee shall
23 count observed boater use in boater days to determine whether recreation river flow
24 release days should be added or subtracted. One boater day is defined as use of the
25 Belden Reach for boating by one person for any part of a given day. Licensee shall
26 collect boater use data on each scheduled recreation river flow release day. One day
27 of recreation river flow shall be added to the recreation river flow schedule the next
28 year after 100% exceedance of the up-trigger is met for each day in a particular
29 month of that year if the number of boater days exceeds the up-trigger for each day in
30 a particular month of that year. One day of recreation river flow shall be subtracted
31 from the recreation river flow schedule for the next year after 100% exceedance of
32 the down-trigger are not met in a particular month of that year if the number of boater
33 days is less than the down-trigger for each day in a particular month of that year.
34 Days shall be adjusted-added or subtracted in the same month in which the boater
35 days were observed to meet the up and down boater day triggers. use is monitored.
36 Recreation river flow releases shall not decrease below 1 day per month and shall not
37 exceed the cap defined in Table B. Recreation river flow release days shall not be
38 added or subtracted during any period of recreation test river flows conducted
39 pursuant to Paragraph 32(C) above.

40 Patti: I will let you cope with “AutoFormat and indentation for the following two
41 paragraphs.

42 D. Ramping Rates: In implementing recreation river flows, Licensee shall apply the
43 Basic Ramping Rates as defined in Section 1, Paragraph 6.

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1 E. Streamflow Information. Through a third party or other mechanism, Licensee
2 shall make available on the Internet, a calendar that lists the dates of March Pulse
3 Flow in the Seneca Reach and any scheduled Pulse Flow or recreation river flow
4 releases ~~into~~ the Belden Reach. The calendar shall state the timing and magnitude
5 of the scheduled flow release. The March Pulse Flow release in the Seneca Reach
6 will be posted by February 15 and the scheduled summer releases in the Belden
7 Reach will be posted by May 15. If the Licensee anticipates releasing flows of a
8 similar magnitude and duration as a scheduled Pulse Flow in the Seneca or
9 Belden Reaches ~~In the event that unscheduled flow releases are determined to be~~
10 ~~necessary, it~~ Licensee shall post an estimate of the release magnitude and
11 duration of the flow.
12
13
14
15

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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”
8 datum. All elevations noted within this Section are PG&E datum. ~~Do we really need “”~~
9 ~~within the “”?~~

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

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

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

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

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

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

43
44 **5. Multiple Dry Water Years.** In the event of multiple, sequential Dry or Critically
45 Dry Water Year Types, Licensee shall be allowed to decrease surface water elevations

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1 beyond those specified in Paragraphs 2 through 4. By March 10 of the second or
2 subsequent Dry or CD water year and the year following the end of a sequence of Dry or
3 CD water years, Licensee shall notify CDFG, FWS, SWRCB, FS, and Plumas
4 County Plumas of Licensee’s drought concerns. By May 1 of these same years Licensee
5 shall, and consult with representatives from CDFG, FWS, SWRCB, FS, and Plumas
6 County Plumas to discuss operational ~~concerns and~~ plans to manage the drought
7 conditions. by May 1 of the second or subsequent Dry or Critically Dry water years and
8 the year following the end of the sequence of Dry and/or Critically Dry water years. If
9 the parties specified above agree on a revised operational plan, agreement is reached
10 between all Parties, Licensee may begin implementing ~~ation of an~~ the revised operational
11 plan ~~may begin~~ as soon as it ~~documentation~~ files documentation of the agreement ~~is filed~~
12 with FERC. If unanimous agreement is not reached, Licensee shall submit the proposed
13 plan to FERC, as well as both assenting and dissenting comments, should they exist, and
14 request expedited approval.

15
16 **6. Temporary Modifications.** Licensee may modify the minimum water surface
17 elevations specified in this Section upon agreement between Licensee, SWRCB, CDFG,
18 FWS, FS, and Plumas County Plumas ~~for any of conditions listed below~~ or, if a timely
19 agreement is deemed not possible by Licensee, upon FERC approval of a proposal filed
20 by Licensee. Any agreement reached by the ~~Parties parties noted specified~~ above may be
21 implemented as soon as Licensee files documentation of the agreement ~~is filed~~ with
22 FERC. If unanimous agreement is not reached, Licensee shall submit its proposed plan
23 to FERC, as well as assenting and dissenting comments, should they exist, and request
24 expedited approval. If Licensee provides a proposal to FERC for approval, such proposal
25 shall contain any comments or recommendations received from SWRCB, FWS, CDFG,
26 FS and Plumas County Plumas. ~~Possible conditions that may warrant temporary~~
27 ~~modifications include:~~

28
29 ~~A. The ISO (or its successor) or FERC determines that an extreme power shortage~~
30 ~~exists, and that drawing down Lake Almanor would help to alleviate the shortage.~~

31
32 ~~B. There is a threat to life or damage to property, or law enforcement activity is~~
33 ~~required.~~

34
35 ~~C. A natural disaster or act of God~~ Should “aoG” be defined in the definitions
36 section? occurs that threatens the integrity of the Project. [A, B, and C are really
37 examples of Emergencies and fall into the next paragraph]

38
39 ~~D. Substantial maintenance or repair work on Project facilities is required.~~

40
41 **7. Emergencies.** In the event of an Emergency, Licensee is authorized to take such
42 immediate action as may be necessary to reduce the risk.

43
44 **8. Exercise of Licensee’s Water Rights.** Nothing in this Section is intended to ~~(1a)~~
45 prevent or reduce Licensee’s ability to fully deliver water to the State of California and

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1 Western Canal Water District according to the January 17, 1986 agreement between the
2 State of California, Western Canal Water District, and Licensee or (2b) prevent or reduce
3 Licensee’s ability to fully exercise its water rights for storage and direct diversion at its
4 facilities.

5
6 **9. Maximum Water Surface Elevation.** In addition to the management procedures
7 contained in this Section, Licensee shall take such reasonable actions as may be prudent
8 to keep the water surface elevation in Lake Almanor from exceeding elevation 4494.0
9 feet unless a higher level is approved by FERC and the California Department of Water
10 Resources, Division of Safety of Dams.

11
12 **10. Implementation of Water Surface Elevation Requirements.** Licensee shall
13 implement the requirements of this Section 3 within six months after license issuance.

14
15 **11. Lake Almanor Information.** Licensee shall make available daily midnight storage
16 and water surface elevation of Lake Almanor, rounded to the nearest 100 AF and tenth of
17 a foot, respectively, delayed between approximately 7 and 10 days, on the Internet
18 through a third party or other mechanism.

19
20 **12. Annual Meeting With ~~Plumas County~~Plumas.** Licensee shall meet annually with
21 a committee appointed by the Plumas County Board of Supervisors. This meeting shall
22 be held between March 15 and May 15 to allow Licensee to inform the committee about
23 Lake Almanor lake-water elevation levels predicted to occur between May 1 and
24 September 30. In addition, should Licensee forecast that its obligation to deliver water to
25 the State of California and Western Canal Water District pursuant to the agreement
26 described in Paragraph 8 above will require it to deviate from the Lake Almanor water
27 elevation levels set forth in this Section 3, ~~the provisions in Paragraph 8 be forecasted to~~
28 occur, Licensee shall schedule an additional meeting with the committee within one
29 month of the forecast.
30

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

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Section 5. Water Quality Monitoring Program

1. Water Quality Monitoring. The Licensee shall conduct an ongoing water quality monitoring program for the Project to provide data to demonstrate the level of protection provided for ~~beneficial~~ Beneficial uses Uses of Project waters and ~~allow for to~~ identify ~~ication of~~ any trends in water quality conditions ~~changes in water quality~~ that may occur over time.

2. Water Quality Study and Monitoring Plan

A. Selected Water Quality Monitoring: The Licensee shall conduct a special study to investigate the dissolved cadmium concentrations and specific conductance levels in waters of the UNFFR observed in 2002-2003. Licensee shall take one sample at This monitoring effort shall be conducted at 20 specified locations throughout the upper watershed each spring, summer and fall. Sampling, and shall include analysis of dissolved cadmium, total hardness and *in situ* parameters (temperature, dissolved oxygen (“DO”), pH, specific conductance, and turbidity). ~~Water quality monitoring shall be conducted seasonally (spring, summer, and fall).~~

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

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

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

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September), using the five samples in 30-days methodology as outlined in the Basin Plan.

21. Frequency: Bacteriological monitoring shall be conducted annually for the first five (5) years after license issuance, then once every other year through the term of the license. ~~The Licensee and the Water Quality Parties shall determine selection of sampling locations for each upcoming field season.~~ Licensee shall consult with SWRCB and the Water Quality Parties to determine the location of the rotating sampling stations for final determination of the locations to be sampled no later than May 31 of each designated sampling year ~~locations to be sampled.~~ This monitoring program may be modified or terminated if agreed to by the Licensee and the Water Quality Parties.

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

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

Table 1. Butt Valley and Belden Fish Tissue Bioaccumulation Screening - Sampling Protocols

Butt Valley Reservoir

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

Sample:	Smallmouth Bass	(9 individuals)
	Brown Trout	(6 individuals)
	Rainbow Trout	(6 individuals)

Belden Forebay

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

Sample:

- A) Smallmouth Bass (6 individuals)
- Rainbow Trout (6 individuals)
- Sacramento Sucker (2 composites¹ of 3 individuals)

or

- B) Smallmouth Bass (3 composites¹ of 3 individuals)
- Rainbow Trout (3 composites¹ of 3 individuals)
- Sacramento Sucker (2 composites¹ of 3 individuals)

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

Table 2. Lake Almanor Fish Tissue Bioaccumulation Screening - Sampling Protocols

Lake Almanor

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

- Sample:
- Smallmouth Bass (18 individuals)
 - Brown Trout¹ (9 individuals)
 - Brown Bullhead (2 composites² of 3 individuals)

¹ Sacramento Pikeminnow may be substituted, if brown trout cannot be reasonably obtained.

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

~~D. Canyon Dam Mitigation Measures Evaluation: Licensee shall monitor and evaluate the adequacy and efficacy of the mitigation measure of the seasonal gate switching at the Canyon Dam Intake structure, which is designed~~ In order to reduce odor and suspended metals while maintaining appropriate water temperatures below Canyon Dam. Licensee shall [describe the proposed Canyon Dam mitigation measure]. Licensee shall monitor and evaluate the adequacy and efficacy of the Canyon Dam mitigation measure by collecting one sample per month at Canyon Dam in Lake Almanor at a depth of one meter, during the months of June, July, August, September and October. Licensee shall analyze these samples for Profiles-profiles of in-situ parameters, including DO, temperature, pH, specific conductance, and turbidity shall be collected at 1-meter intervals at Canyon Dam in Lake Almanor during June, July, August, September, and October to monitor the onset of reduced conditions in the hypolimnion of Lake Almanor. During the September and October sampling events, Licensee shall also collect samples at the surface and bottom of Lake Almanor and at three locations in the Seneca Reach and analyze them for Hydrogen-hydrogen sulfide, iron, manganese, arsenic, and in situ parameters. shall be measured at the surface and bottom of Lake Almanor and at three locations in the Seneca Reach of the UNFFR during September and October. During the October sampling event, Licensee shall also collect and analyze one Sediment-sediment samples shall be collected and analyzed at Canyon Dam for hydrogen sulfide, sulfate,

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1 iron, arsenic and manganese, ~~and shall be collected during the October event in Lake~~
2 Almanor near Canyon Dam.

3
4 Licensee shall coordinate ~~The the~~ collection of the water quality and sediment
5 samples described above with the Canyon Dam mitigation measure as follows:
6 Licensee shall take the September samples before it switches from the lower gate to
7 the upper gate at the Canyon Dam Intake structure and Licensee shall take the
8 October samples after it has switched to the upper gate. ~~shall be coordinated with the~~
9 mitigation measure described in Section 5, Paragraph 2(D) by switching from the
10 lower gate to the upper gate at the Canyon Dam Intake structure. The September
11 sample shall be taken prior to the gate switch and the October sample shall be taken
12 after the gate has been switched to ensure that the mitigation measure is effective.

- 13
14 1. Frequency: The monitoring shall begin the first year after license issuance
15 -issuance. At a minimum, monitoring shall occur in six (6) water years, with two
16 (2) occurrences in Wet water years, two (2) occurrences in Normal water years,
17 and two (2) occurrences in Dry/Critically DryCD water years after license
18 issuance. At the conclusion of the 6-year data collection effort, the program shall
19 be evaluated to determine the effectiveness of the Canyon Dam mitigation
20 measure. Based on data collected, the Licensee, in consultation with the Water
21 Quality Parties, shall make a determination on the effectiveness of the Canyon
22 Dam mitigation measure and the need (if any) for additional monitoring or
23 development and implementation of alternative measures.

24
25 E. Lake Almanor Water Quality Monitoring Program: Licensee shall conduct water
26 quality sampling in Lake Almanor ~~be conducted~~ to monitor long-term water quality
27 trends. The monitoring program is designed to monitor the long-term trends observed
28 in Lake Almanor and to determine if water quality parameters are protective of
29 beneficial uses designated for Lake Almanor and meet water quality objectives
30 outlined in the Basin Plan and the USEPA CTR and NRAWQ criteria. Licensee shall
31 collect samples [how many] at the surface and near the bottom of Lake Almanor at
32 three (3) representative locations, one in the channel near the Canyon Dam Intake
33 structure, one in western lobe, and one in the eastern lobe. The Licensee shall
34 analyze these collect water samples ~~in Lake Almanor to be analyzed~~ for general
35 minerals, metals, nutrients, and petroleum products (Table 3). Licensee shall also
36 collect [insert #] sample[s] at one meter depth intervals and analyze them for ~~In-~~in
37 situ parameters (including DO, temperature, pH, specific conductance, and turbidity).
38 shall be collected at 1 meter intervals. Licensee shall also collect Secchi-Secchi disc
39 measurements ~~shall also be collected~~ [Needs more explanation - Where? How
40 many?]. Samples shall be collected at the surface and near the bottom at three (3)
41 representative locations, one in the channel near the Canyon Dam Intake structure;
42 one in western lobe, and one in the eastern lobe.

- 43
44 1. Frequency: Lake Almanor water quality monitoring shall be conducted
45 seasonally (spring summer, and fall) once every five (5) years beginning in Year 3

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1 after license issuance, and shall continue through the term of the New Project
2 License. The sampling frequency may be increased to once every three (3) years
3 for specific constituent(s) on Table 3 if the water quality monitoring results
4 exhibit a statistically significant increasing trend over time, or if a constituent's
5 concentrations that have been historically low, approach or exceed applicable
6 ~~criteria~~ federal and state water quality standards. During the term of the New
7 Project License, the monitoring and reporting requirements may be modified or
8 terminated if the Licensee, the SWRCB, and the other Water Quality Parties agree
9 that the given requirement is no longer necessary or needs to be adjusted to more
10 appropriately monitor for changes in ~~project~~ Project operations, regulatory
11 mandates, or to focus study needs.
12

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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		

¹Dissolved 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 shall be filed with FERC for its approval as soon as practicable.

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1 B. The measures described in Section 5, Paragraph 2 and clarified by plans
2 developed according to Section 5, Paragraph ~~2-3 (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~~ Project-related water quality conditions
6 identified in ~~project~~ Project waters, if agreed to by the Licensee and the Water
7 Quality Parties.

8
9 C. Licensee shall begin the ~~The~~ monitoring program ~~shall begin~~ on January 1,
10 or as soon thereafter as reasonably practicable, of the year following ~~license~~
11 ~~issuance~~ FERC's approval of the monitoring plans described in this Appendix A,
12 Section 5, Paragraph 3 (A)-.
13

14 ~~D. Licensee shall prepare the water quality monitoring plans and any subsequent~~
15 ~~notification thereto, shall be prepared in consultation with the Parties, the~~
16 ~~SWRCB, Regional Water Quality Control Board, and other parties who request~~
17 ~~involvement. Licensee shall file the water quality monitoring plans and any~~
18 ~~subsequent modification thereto, with the SWRCB for approval. Licensee shall~~
19 ~~thereafter submit the water quality monitoring plan to FERC for~~
20 ~~approval.~~ [Already covered in definition of 'Water Quality Parties' and para.
21 3(A) above]
22

23 ~~E.D.~~ E.D. The Licensee shall prepare an annual water quality report that contains
24 elements consistent with reporting requirements from all plans under this
25 ~~article~~ Section 5. The annual report shall be provided to FERC and the Water
26 Quality Parties no later than ~~31~~ March 15 of the following year.
27

28 ~~E.E.~~ E.E. To facilitate the exchange of data and ensure dialogue between water
29 quality and aquatic resources management agencies and Water Quality Parties,
30 the Licensee shall convene a discussion group meeting once annually, following
31 distribution of the annual water quality monitoring report. Invitation to
32 participate in the annual water quality discussion group shall include, at a
33 minimum, those entities listed as Water Quality Parties. The annual water quality
34 meeting shall be noticed at the time of annual report distribution and shall provide
35 a minimum of 30 days advance notice to invited participants. The meeting shall
36 occur between April 15 and April 28 each year.
37
38
39
40
41

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1 **Section 6. Wildlife Habitat Enhancement**

2
3 To enhance wildlife habitat, License shall prepare a Wildlife Habitat Enhancement Plan
4 (“Plan”) within 12 months of the date of license ~~issuance~~-issuance. The Plan shall be
5 developed in consultation with the FS, FWS, CDFG, SWRCB, and ~~Plumas~~
6 County Plumas. The enhancement efforts in the Plan shall be limited to lands owned by
7 the Licensee on the shoreline of Lake Almanor from Last Chance Campground westward
8 to approximately the northern edge of the flood control channel south of the Chester
9 Airport. The ~~Plan shall~~Plan shall be designed to benefit a variety of sensitive biological
10 resources including rare plants, wetlands, streamside riparian communities, cultural
11 resources and sensitive wildlife habitat. The primary elements of the Plan shall be
12 fencing and vehicle exclusion measures that will allow continued public foot access to
13 the area to be implemented within two years of license issuance. Licensee’s obligation to
14 fund enhancement efforts in the Plan shall be limited to an initial investment of \$20,000
15 (2005 dollars) and an ongoing annual maintenance investment of \$5,000 (2004 dollars).
16 The 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.
19

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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 interpretive
5 and education programs over the term of the license as stipulated below. Within one year
6 of license issuance, Licensee shall finalize the Additional implementing details of these
7 programs shall be included in the draft License Application's Draft UNFFR Recreation
8 Resource Management Plan ("RRMP") in consultation with FS and Plumas for the
9 purpose of describing the implementation of each of the following programs, which shall
10 be developed by the Licensee in consultation with the FS and Plumas County within one
11 year after license issuance.

12
13 **1. Recreation Facilities Development Program**

14
15 The Licensee shall implement the recreation facility enhancement measures described in
16 this Section after license issuance and during the license term, based on Recreation
17 monitoring-Monitoring indicators-Indicators and standards-Standards Do you recall why
18 we are substituting standards for triggers? contained in the Draft RRMP. The term
19 "Accessible" below refers to ADA-accessibility improvements that shall be made in
20 accordance with the Americans with Disability Accessibility Guidelines ("ADAAG") at
21 the time the recreation facilities are upgraded or constructed.

22
23 **A. Initial License Issuance Recreation Enhancement Measures**

24
25 Licensee shall initiate and complete implementation of the following recreation
26 measures within the specified target completion dates, as reasonably practicable, first
27 three to ten years and as soon as practicable after license issuance. Within the first
28 year after license issuance, Licensee shall develop in consultation with the FS and
29 other interested parties, a phased implementation schedule for the following initial
30 implementation measures: [This last sentence is already addressed in opening
31 paragraph above.]

32
33 **1. Lake Almanor**

34
35 **a. Last Chance Family and Group Campground** Target completion is 1-3
36 years after license issuance.

37 In accordance with ADAAG, Licensee shall modify two campsites and existing
38 toilets buildings and provide an access route leading to the nearby creek (150
39 feet). Target completion 1-3 years after license issuance.

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

42 i. Licensee shall convert Loop 3 overflow camping area into a day use
43 swim area containing an approximately 1-acre sand beach above the
44 high water level (4,494-foot elevation, PG&E datum), swimming

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delineator, paved parking area for 35 to 40 vehicles, and double-vaulted toilet building.

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

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

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

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

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

a) Modify 10 campsites (four at Loop 1, three at Loop 2, and three at Loop 3).

a)b) Provide an Accessible route to the high water level (4,494-foot elevation, PG&E datum) ~~water's edge~~ at the sandy beach.

c) Modify ~~the~~ existing ~~recreation facilities as needed, such as at~~ the camp ground library box, telephones, and the envelope box at the pay station and provide appropriate Accessible access routes.

d) Modify existing water faucets near Accessible ~~elements, such as~~ at the toilets and campsites.

d)e) Provide Accessible routes to ~~two of~~ the toilet buildings (near the campground entrancey and near campsite # 100).

f) Relocate the interior pay station directly across the road to a level, firm, and stable surface (Loop 2).

c. Forest Service Almanor Shoreline Facilities: Target completion 1-10 years after license issuance. [This paragraph needs work – PG&E and FS are working on it]

Licensee shall provide the FS with 40 percent of the costs to reconstruct the Almanor Family Campground, Almanor Group Campground, and Almanor Beach up to a maximum of \$5,000,000 (2004 dollars) over a ten-year period after license issuance for implementation of campground and other facility repairs and refurbishment. The FS will provide the remaining 60 percent of the cost of the rehabilitation. ~~These improvements shall include expansion of the existing sand beach and expansion of the parking area to accommodate 10 to 20 additional vehicles.~~ The FS will be responsible for the design and reconstruction of these facilities, and will consult with the Licensee prior to adoption of final design. ~~These improvements shall include reconstruction and expansion to bring the roads, restrooms, sanitary dump stations, campsites, amphitheater, beach, and other recreation facilities associated with these sites up to a current~~

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~~standard that additionally meet ADA requirements, and accommodate modern recreational vehicles, as detailed in Forest Service 4(e) license condition No. 38.~~

The FS will maintain ownership of the facilities both before and after reconstruction.

The FS will make a good faith effort to obtain the majority of the 60 percent matching fund contribution within the first 10 years following license issuance. However, some rehabilitation and reconstruction listed in Paragraph A (1c) may extend farther into the license term. Licensee rehabilitation funding may partially precede their management of these facilities depending upon timing of availability of FS matching funds. After reconstruction, the facilities shall be 100 percent owned by the FS and any further major reconstruction not under contract after ten years shall be the responsibility of the FS.

In the event that the FS is unable to raise all of the necessary funds for its cost share portion within the first ten years, then Licensee shall, use the remaining fund amount described above to construct all or a portion of the expansion of the Almanor Beach and parking area and construct the third 28-campsite unit of the East Shore Campground in accordance with the RRMP trigger. After completing this alternative work, Licensee shall have no further financial obligation for major rehabilitation or ~~reconstruction for~~ reconstruction for FS' Almanor shoreline recreation facilities during the license period.

d. East Shore Group Camp Area: Target completion is 1-3 years after license issuance.

- i. Licensee shall convert the existing East Shore Picnic Area to a group reservation camp area that shall accommodate one group of 16 RVs or two groups of eight RVs. The entrance road shall be widened and internal road circulation shall be improved to accommodate RVs.
- ~~i.~~ ii. Licensee shall provide one Accessible parking space near the existing double-vaulted toilet building and an Accessible access route to the nearby trash receptacles.
- ~~i.~~ iii. Licensee shall provide bear-proof food lockers at each of the 16 ~~sites~~ sites, a non-paved, non-Accessible trail down to the shoreline, including switchbacks and stairs, and erosion control measures.

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

- i. Licensee shall provide a new and expanded public boat launching facility at North Shore Campground. This facility shall include paved parking for 40 single vehicles with trailers and 12 single vehicles, a double-vaulted toilet building, and a boarding float. In addition, Licensee shall dredge and maintain along the existing submerged river channel to provide an approximate 1,000-ft long, 50-ft wide, and 6-ft deep boat channel that

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1 provides boat access to approximately the 4,480-foot elevation (PG&E
2 datum). ~~Access to~~ The boat launch will be open for public use from April
3 1 to December 1 when the lake's elevation is at or above the 4,480-foot
4 elevation (PG&E datum). ~~maintained when water level is at 4,480-foot~~
5 ~~elevation or higher but no later than December 1 nor earlier than April 1.~~

6
7 ii. Licensee shall provide public access ~~through~~ to the boat launch facility
8 along an abandoned portion of Highway ~~3689~~ located along the north side
9 of the campground to reduce traffic impacts to the campground.

10
11 iii. Licensee shall relocate 22 campsites within the Project boundary that will
12 be impacted by the reconstructed boat launch facility.

13
14 **f. Stover Ranch Day Use Area:** Target completion is 3-5 years after license
15 issuance.

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

24
25 **g. Marvin Alexander Beach:** Target completion is 1-3 years after license
26 issuance.

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

34
35 **h. Canyon Dam Day Use Area:** Target completion is 1-3 years after license
36 issuance for this Licensee facility.

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

41
42 ii. The Licensee shall modify eight existing picnic tables to make them
43 Accessible, provide an Accessible parking space, and provide an
44 Accessible route to the high water level (4,494-foot elevation, PG&E
45 datum) at the swim beach area in accordance with ADAAG.

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1
2 iii. The Licensee shall Reserve approximately 2.4 acres of land adjacent to
3 the Canyon Dam Day Use Area -for potential future recreation
4 development during the license term.

5
6 **i. “East Shore” Day Use Area:** Target completion is 1-5 years after license
7 issuance.

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

12
13 **j. Westwood Beach:** Target completion is 1-3 years after license issuance.

14 The Licensee shall provide a gravel parking area for 10 vehicles, six picnic
15 tables, an Accessible ~~sealed~~single vaulted toilet building, an approximately .1-
16 acre sandy beach, a swim delineator, and directional signage at the Westwood
17 Beach. Licensee shall also provide shoreline erosion control measures to
18 protect the shoreline from wind caused wave action.

19
20 **k. Stumpy Beach:** Target completion is 1-3 years after license issuance.

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

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1
2 **l. Catfish Beach:** Target completion is 3-5 years after license issuance.
3 Licensee shall make a Good Faith effort to negotiate a reasonable easement ~~If~~
4 ~~Licensee is able to obtain an easement~~ across private lands, to ~~Licensee shall~~
5 provide public road access and install a restroom ~~single vaulted toilet building~~ to
6 the Catfish beach area. Licensee shall not be required to seek to condemn the
7 easement if the negotiations are unsuccessful. If the Licensee is able to
8 negotiate the easement, se improvements are implemented, Licensee shall
9 monitor and maintain the toilet building and the site's cleanliness ~~this site either~~
10 through arrangements with the North Shore Campground managers, the Stover
11 Ranch caretaker, or other appropriate means.

12
13 **m. Almanor Scenic Overlook:** Target completion is 1-5 years after license
14 issuance.
15 Licensee shall provide an Accessible parking space and route to the existing
16 Accessible ~~restroom~~ double-vaulted toilet building at the overlook and conduct
17 vegetative brushing and clearing, as needed, to maintain views of Lake
18 Almanor, Mt. Lassen and the Canyon Dam.

19
20 **n. Southwest Shoreline Access Zone:** Target completion is 1-5 years after
21 license issuance.
22 The Licensee, in consultation with the FS, shall provide four shoreline access
23 points at existing informally used locations along Lake Almanor's southwest
24 shoreline between Prattville and Canyon Dam. These access areas shall provide
25 vehicle access at or near ~~above~~ the 4,494-~~foot~~ elevation (PG&E Datum) and
26 serve as pedestrian access areas to the adjacent shoreline. The Licensee shall
27 provide four gravel parking areas that provide parking for up to 4 to 8 vehicles
28 at two areas and 10 to 20 vehicles at the other two areas, vehicle barriers,
29 regulatory signs, gravel access roads, and, if appropriate, single-vaulted toilet
30 buildings at these access areas. Licensee shall close and rehabilitate other user-
31 created vehicular ~~and OHV~~ access routes along ~~to~~ the southwest shoreline as
32 depicted in Site Plan 14 contained in the Draft RRMP and in consultation with
33 the FS.

34
35 **o. Camp Connery:** Target completion 1-5 years after license issuance.
36 Licensee shall provide an Accessible parking space and a new bunk house cabin
37 with Accessible ~~restroom~~ toilet and hot shower, ~~and~~ retrofit the existing
38 telephone position and water faucet features to meet the ADAAG, and provide
39 provisions for users to pay for the existing and new hot showers.

40
41 **2. Butt Valley Reservoir**

42
43
44 **a. Powerhouse Trails:** Target completion is 5-10 years after license issuance.

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1 Licensee shall provide two improved angler access trails to two locations near the
2 Butt Valley ~~p~~Powerhouse. The first trail shall be non-paved and approximately
3 200- feet constructed from the existing gravel parking area next to the Butt Valley
4 Powerhouse down the steep slope east of the powerhouse to the levee below. If
5 needed, stairs shall be constructed at this location. The second powerhouse trail
6 shall be Accessible (compact base rock) and originate from ~~one of a few~~
7 ~~pullouts~~ an existing pullout along the Prattville-Butt Valley Road near the Butt
8 Valley Powerhouse and extend approximately 700 feet to the eastern shoreline of
9 the inlet near the levee. A new, compacted base rock trailhead parking area with
10 barriers shall be developed for this trail.

11
12 **b. Ponderosa Flat Campground:** Target completion is 5-10 years after license
13 issuance.

14 Licensee shall provide ~~a~~ single person, non-heated outdoor shower at Ponderosa
15 Flat Campground. In accordance with ADAAG, Licensee shall make the
16 following improvements:

- 17
18 i. Modify four campsites and retrofit the existing designated Accessible
19 campsites in the campground to be Accessible. ~~All of the elements provided~~
20 ~~in these campsites including~~ The picnic table, fire ring, cooking grill, tent or
21 RV area, and water faucet at each of these campsites shall be retrofitted to be
22 Accessible.
23
24 ii. Replace the vault toilets in the overflow area with one new Accessible
25 ~~restroom~~ single vaulted toilet building and modify all other existing
26 designated Accessible toilet buildings to meet current ADAAG. Provide an
27 Accessible access route ~~for~~ to the ~~restroom~~ toilet building near Site 45 and one
28 Accessible paved parking space located near the toilet buildings.
29
30 iii. Provide a swimming area at the campground that is Accessible with ~~a~~ an
31 approximately .4-acre sandy beach above the high water elevation (___ foot,
32 PG&E Datum) and swim delineator.
33
34 iv. Provide a new Accessible fishing access trail and Accessible pier or platform
35 north of the overflow area.

36
37 **c. Cool Springs Campground:** Target completion is 5-10 years after license
38 issuance.

39 Licensee shall provide ~~a~~ two-person, non-heated outdoor shower at Cool
40 Springs Campground. In addition, Licensee shall provide one new Accessible
41 campsite. ~~All of the elements within this campsite including~~ The picnic table, fire
42 ring, cooking grill, tent or RV space, and water faucet at this campsite shall be
43 made Accessible. ~~Water faucets near Accessible elements shall also be~~
44 appropriately retrofitted to be Accessible.

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1
2 **d. Alder Creek Boat Launch:** Target completion is 5-10 years after license
3 issuance.

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

10
11 **3. Belden Forebay**

12
13 **a. Belden Forebay Access:** Target completion is 5-10 years after license
14 issuance.

15 i. Licensee shall provide a car-top boat launch, a seasonal portable toilet
16 building, and gravel parking area for 10 single vehicles at the Belden
17 Forebay existing undeveloped parking area, which also serves as trailhead
18 for the North Fork Fishing Trail. ~~The Belden Forebay shoreline shall also~~
19 ~~be improved to provide access for launching small watercraft to the~~
20 ~~Forebay.~~

21 ~~i.ii.~~ Provide suitable access for launching small, car top watercraft at
22 the Belden Forebay.

23 ~~i.iii.~~ If Plumas passes an ordinance as specified in Appendix B Section
24 2.1.2.B of this agreement, Licensee shall post signage at Belden Forebay
25 referring to this ordinance that will ~~an existing Plumas County ordinance~~
26 ~~that limits~~ boat engine horsepower to 10 hp and boat speeds to 5 mph on
27 ~~small reservoirs such as~~ Belden Forebay and prohibits ~~Belden Forebay~~
28 ~~shall be managed based on a county ordinance (similar to Rock Creek and~~
29 ~~Cresta Reservoirs) that provides for no~~ swimming ~~or~~ and boating within
30 0.25 mile of Belden Dam and ~~no swimming or boating~~ at the
31 Forebay.

32
33 **b. North Fork Fishing Trail:** Target completion is 1-3 years after license
34 issuance. Licensee shall improve the North Fork Fishing Trail from the Belden
35 Forebay parking area to the upstream side of the Caribou Powerhouse 1.
36 Improvements shall include retrofitting the existing metal trail decking and railing
37 at the powerhouse above the turbine outlets to provide enhanced access and
38 safety, trail directional signs, and providing a wider, even non-paved trail base
39 along the chain-link fencing at the powerhouse yard and trail signage along
40 Caribou Road from the parking area.

41
42 **4. Bypass River Reaches**

43
44 a. **Upper Belden Reach River Access:** ~~Target completion is 1-3 years after~~
45 ~~license issuance or p~~ Prior to initiation of any recreation test release flows.

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1 Licensee shall provide a river access point at the upstream end of the
2 Belden Reach located at the spoil pile area. This access location shall
3 include a seasonal portable toilet building, and a seasonal dumpster
4 located over a concrete pad, and a non-paved parking area to
5 accommodate 15 to 25 single vehicles.

6
7 b. **Belden Reach Trails:** Target completion is 1-3 years after license
8 issuance. Licensee shall provide and maintain four trails to the Belden
9 Reach shoreline from existing informal parking areas where public access
10 can be provided in a safe manner.

11
12 c. **Belden Rest Stop:** Target completion is 3-5 years after license
13 issuance. Licensee shall relocate the existing picnic tables ~~and grills~~ to the lower
14 level and disperse them within the area from the Eby Stamp Mill to the
15 gazebo near the creek. Two of the tables shall be replaced with Accessible
16 tables and Accessible routes shall be developed to the gazebo, overlook
17 area next to the creek, and the Eby Stamp Mill historical features. The
18 upper level area shall be closed and the existing cooking grills removed.
19 Licensee shall provide improved interpretation and education (I&E)
20 elements at the rest stop and erosion control measures on the slope
21 between the parking lot and upper picnic area.

22
23 d. Lower Belden Reach River Access. ~~Target completion is 1-3 years after~~
24 ~~license issuance, dependant on a~~ If a determination is made to proceed with
25 scheduled river recreation flows ~~scheduled recreation flows.~~ ~~If a determination~~
26 ~~is made to proceed with scheduled river recreation flows, the Licensee in~~
27 ~~consultation with the TRG, as described in Section 2, Paragraph 1, shall prepare~~
28 ~~a River Recreation Facilities Plan to implement a lower Belden River access for~~
29 ~~approval by the FS within 12 months of license issuance.~~ Licensee shall, upon
30 FS request, provide up to a maximum of \$125,000 (2005 dollars) to the FS for
31 it's construction of non-Project facilities river access to the lower Belden Reach.
32 ~~Essential facilities will include access facilities at one site to be determined by~~
33 ~~the FS with paved parking, restroom, picnic table, and bear proof garbage~~
34 ~~disposal, and reasonable access.~~ The FS will make a good ~~Good faith~~ Faith
35 effort to obtain matching funds to help offset the cost of these improvements.
36

37 **2. Future Recreation Enhancement Measures**

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1
2 The Licensee anticipates the following facility improvements may be needed over the
3 term of the New Project License. Implementation of these measures is contingent on
4 reaching the ~~monitoring standards~~ monitoring standards [triggers?], contained in the
5 Draft RRMP included in the License Application, over the New Project License term.
6

7 **A. Lake Almanor**

8
9 **1. Camp Connery Reservation Group Camp Area**

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

18 b. Licensee shall repair and resurface the existing access road.
19
20
21
22

23 **2. East Shore Family Campground.** *[This paragraph needs work – PG&E*
24 *and FS are working on it]*

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
27 will be constructed in two phases, and shall contain approximately 63 new
28 tent and RV campsites. This campground shall contain bear-proof food
29 lockers at each campsite, two restrooms/user fee, indoor hot shower
30 buildings with flush toilets, approximately 20 boat moorage slips/buoys,
31 and a camp host site. If the FS is unable to raise all of the matching
32 funds ~~does not meet the conditions~~ specified in Section 7, Paragraph 1, A
33 1, (c), then a portion or all of the 28-unit third loop will be constructed as
34 described.
35
36

37 **B. Butt Valley Reservoir**

38
39 **1. Ponderosa Flat Campground.** Licensee shall provide approximately
40 20 new primitive tent campsites (likely to the north of the current overflow
41 area), and a new group camp area [size?] in the existing overflow area.
42

43 **C. Project Boundary Adjustments**

44 *[This paragraph needs work – PG&E and FS are working on it]*

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1 Within six months of license issuance Licensee shall adjust the FERC Project Boundary
2 to include all Licensee-planned and FS Canyon Dam ~~boat~~Boat launch~~Launch~~ and Dyer
3 View Day ~~use~~Use areas~~Area~~and expansion. *[Where are these expansion plans spelled*
4 *out?]* Within six months after the FS has reconstructed the FS Almanor Campground,
5 Almanor Group Campground, Almanor Beach, and Almanor Boat Ramp, Licensee shall
6 adjust the Project boundary as needed to incorporate these new facility components.
7

8 **3. Recreation Operations and Maintenance Program**

9 *[This paragraph needs work – PG&E and FS are working on it]*

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1
2 A. Licensee shall be responsible for operation and maintenance of Licensee-owned
3 ~~Project recreation facilities and Lassen National Forest Service's Lake Almanor~~
4 ~~day and overnight recreation facilities that shall be incorporated into the Project~~
5 ~~boundary reconstruction~~ and FS recreation facilities located along the shoreline of
6 Lake Almanor. Facilities located on NF System lands shall be maintained by the
7 Licensee to FS standards as per an operation agreement with, and annually
8 approved by the FS. The operations agreement shall address, but may not be
9 limited to: FS operation and maintenance standards, water, sanitation, RV dump
10 station, campground trail maintenance, and campground road maintenance. These
11 FS facilities consist of Canyon Dam Boat Launch and Day Use Area, Dyer View
12 Day Use Area, Southwest Shoreline access zone, Almanor Campground, Almanor
13 Group Campground, Almanor Beach, and Almanor Boat Ramp. Assumption of
14 operation and maintenance responsibilities of FS facilities by the Licensee of the
15 Almanor Boat Ramp, Dyer View Day Use Area and Canyon Dam Boat Launch
16 and; Day Use Area including Accessible Fishing Platform will take place within 6
17 months after license issuance. Assumption of operation and maintenance
18 responsibilities of other FS facilities (Almanor Ccampground, Almanor Ggroup
19 Ccampground, and Almanor Dday Use beach Area) shall take place six months
20 after reconstruction or no later than January 1, 2009. Licensee shall assume
21 operation and maintenance of a FS recreation facility no sooner than five years
22 after license issuance and only if the FS completes reconstruction of the facility.
23 ~~To offset operation, maintenance, construction, and reconstruction costs,~~

24
25 ~~To offset operation, maintenance, and construction costs, Licensee, in accordance~~
26 ~~with Commission and Department of Boating and Waterways regulations, shall~~
27 ~~collect and retain 100 percent of FS approved user fees at all FS recreation~~
28 ~~facilities that Licensee operates and maintains. These fees shall be utilized by~~
29 ~~Licensee over the life of the license for normal operations and maintenance, and~~
30 ~~reconstruction necessitated by wear, tear, and aging of facilities, as specified in~~
31 ~~the operations agreement referred to in Pparagraph 3(A) above. Licensee shall be~~
32 permitted to recover 100 percent of the cost incurred to operate and maintain
33 these FS recreation facilities through setting, collecting, and retaining user fees
34 for these facilities.

35
36
37
38
39 B. **B. Fish Fisheries**

40
41 1. Belden Reach

42
43 As per the agreement under the existing license, the Licensee shall continue to
44 reimburse CDFG for stocking of approximately 5000 pounds of catchable trout
45 per calendar year in the waters of the NFFR between its confluence with the East

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1 Branch NFFR and the Belden Diversion Dam. The cost to the licensee for fish
2 stocking shall be the actual average hatchery production cost per pound to the
3 CDFG, and any additional applicable distribution and planting costs. Actual
4 average cost per pound shall be determined by CDFG based on hatchery
5 production costs for the period beginning July 1 and ending June 30 of the
6 previous calendar year. At the request of the Licensee, CDFG's cost of carrying
7 out the year's stocking plan is subject to audit by the Licensee for up to three
8 years. If the Licensee performs an audit and disagrees with any expenditures of
9 CDFG, then the Licensee and CDFG agree to meet and discuss the audit and
10 make appropriate changes in the stocking plan budget.

11
12
13 2. Lake Almanor

14
15 The Licensee agrees to make funds available annually to augment CDFG's
16 existing Lake Almanor fisheries program. The specifics of any fishery
17 augmentation program will be defined by DFG and presented to the Licensee
18 during February of each calendar year for discussion. A fisheries augmented
19 program may include, but not limited to, such projects as the expansion of the pen
20 rearing program and the construction of rearing habitat for warm water fish.

21
22
23 3. Annual Funding for Fishery Programs

24
25 Licensee shall make available up to \$50,000 (2004 escalated dollars) per year for
26 the term of the New Project License for items 1 and 2 above. Unused portions of
27 the \$50,000 will not rolled over to successive years.

28
29 **Planting**

30
31 ~~1. Licensee shall, if requested by the CDFG and within thirty (60) days following~~
32 ~~the submission of a statement of costs subject to audit by Licensee, pay CDFG for~~
33 ~~the stocking of approximately 5,000 pounds of trout per calendar year by the~~
34 ~~CDFG in the waters of the NFFR between its confluence with the East Branch~~
35 ~~NFFR and the Belden Diversion Dam. The cost to Licensee of such trout shall~~
36 ~~not exceed the then prevailing average cost to the CDFG for the production and~~
37 ~~distribution of 5,000 pounds of catchable trout, and is subject to the limitation set~~
38 ~~forth in Paragraph 3 below. The size, numbers and species of trout to be planted,~~
39 ~~the frequency of planting, and the planting sites shall be as determined by the~~
40 ~~CDFG.~~

41
42 ~~2. Licensee shall, if requested by the CDFG and within sixty (60) days following~~
43 ~~the submission of a statement of costs subject to audit by Licensee, contribute~~
44 ~~funds to CDFG to expand CDFG's existing fish planting program in Lake~~
45 ~~Almanor above the average annual fish planting level expended by the CDFG in~~

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1 the years 1999 to 2003. ~~The size, numbers and species of trout to be planted, the~~
2 ~~frequency of planting, and the planting sites shall be as determined by the CDFG.~~

3
4 ~~3. Licensee shall contribute up to a maximum of \$50,000 (2004 dollars) per year~~
5 ~~for the term of the New Project License for items 1 and 2 above.~~

6
7
8
9
10
11 **5. Interpretation and Education (I&E) Program**

12
13 Within two years- after license issuance, Licensee shall develop an I&E Program for the
14 Project in consultation with the FS, ~~Plumas County~~Plumas, and other- Parties. The
15 Licensee shall submit the portion of the I&E Program pertaining to FS facilities to the FS
16 for its approval. ~~will approve the Program portion pertaining to FS facilities.~~ Licensee
17 shall implement the I&E Program within one year of Program acceptance by FERC. The
18 I&E Program shall provide information to enhance recreation experiences and encourage
19 appropriate resource protection, cooperation, and safe behaviors by Project visitors. The
20 ~~I&E Program~~E Program shall include themes, media, media design, prioritized sites, and
21 prioritized services. Potential themes include fish and wildlife resources, volcanic
22 history, hydropower, Native American cultures, pioneers, recreation activities and
23 facilities available in the Project area, and boating hazards. The I&E Program shall
24 include improvements such as interpretive or informational signs, kiosks, reservoir
25 boating safety and hazard information signs and brochures, and informational signs
26 describing recreation facilities and opportunities in the area. The I&E Program
27 improvements shall be developed at recreation sites owned by Licensee and FS that are to
28 be included in the Project boundary. The I&E Program shall also identify funding
29 partnership arrangements with the FS and other interested parties, and contain a schedule
30 for implementation. Licensee and FS will review facility naming practices and re-name
31 facilities with similar names in order to reduce visitor confusion.

32
33 As part of the I&E Program, Licensee shall prepare a Lake Almanor bathymetry map
34 within one year of license issuance. This map shall be provided in pamphlet form to area
35 boaters and posted on signs at Lake Almanor public boat ramps.

36
37 **6. Recreation Monitoring Program**

38
39 Within 12 months of license issuance, the Licensee, in consultation with the FS, ~~Plumas~~
40 ~~County~~Plumas, and other interested ~~parties~~Parties, shall complete a Recreation
41 Monitoring Program. The Licensee shall submit the portion of the Recreation
42 Monitoring Program pertaining to FS facilities to the FS for its approval. ~~The FS will~~
43 ~~approve the Program portion pertaining to FS facilities.~~ Licensee shall adopt a modified
44 Limits-of-Acceptable Change (LAC)-based monitoring approach as described in the ~~draft~~
45 Draft RRMP contained in the Final License Application. This approach includes

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1 Recreation mMonitoring iIndicators and sStandards that shall initiate management action
2 to help maintain desired recreation experiences and resource conditions at Project
3 recreation areas over the license term. Specific recreation areas to be monitored by the
4 Licensee shall include at a minimum the water surface of Project reservoirs, Licensee and
5 FS recreation facilities, and shoreline areas within the Project boundary. The Program
6 shall include a schedule of information to be collected annually, every six years, or every
7 12 years. Licensee shall conduct more in-depth monitoring, such as visitor questionnaire
8 surveys and general assessment of regional recreation trends at 12-year intervals. As part
9 of the Recreation Monitoring Program, Licensee shall conduct annual recreation planning
10 and coordination meetings with other recreation providers in the Project area to discuss
11 recreation resource management decisions for the Project area, implementation of Project
12 recreation enhancements, recreation monitoring results, potential grant applications and
13 other pertinent Project-related recreation issues that may arise over the term of the New
14 Project License.

15
16 The Licensee shall prepare Pperiodic monitoring reports ~~shall be prepared~~ every 6 years
17 in conjunction with FERC Form 80 recreation facility and use monitoring requirements.
18 Prior to submitting such reports to FERC, Licensee shall submit the portions of the report
19 pertaining to FS facilities to the FS for its approval. These reports ~~prepared at 6 year~~
20 ~~intervals~~ shall include but not be limited to changes in kinds of use and use patterns both
21 on water surfaces and land, ~~user surveys as to preferences in amount and types~~
22 recreational of recreational activities, kinds and sizes of recreational vehicles including
23 boats, ~~preference for amount of~~ day use versus overnight use, and recreation user trends
24 within the ~~project~~ Project area as well as summaries of annual monitoring. More in-depth
25 questionnaire surveys and regional assessment results shall be incorporated into these
26 reports at 12-year intervals. Licensee shall conduct more in-depth monitoring, such as
27 visitor questionnaire surveys and general assessment of regional recreation trends, shall
28 occur at 12-year intervals.

29
30 ~~As part of the RRMP, Licensee shall conduct annual recreation planning and~~
31 ~~coordination meetings with other recreation providers in the Project area to discuss~~
32 ~~recreation resource management decisions for the Project area, plan implementation of~~
33 ~~Project recreation enhancements, recreation monitoring results, potential grant~~
34 ~~applications, and other pertinent Project-related recreation issues that may arise over the~~
35 ~~term of the New Project License.~~

36
37 If recreation test river flows are conducted, Licensee shall, in consultation with FS and
38 other interested ~~parties~~ Parties, develop a study plan to monitor recreation use during the
39 test flow period and produce a report on monitoring results.

40
41 ~~Reports on Recreational Resources shall be filed with the Commission after FS approval~~
42 ~~of reports on Project related but FS-owned facilities.~~ The FS reserves the right to require
43 changes in the Project and its operation through revision of the 4(e) ~~conditions~~
44 Conditions that require measures necessary to accomplish protection and utilization of

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1 National Forest resources identified as a result of ~~those surveys~~ the Recreation Monitoring
2 Program.

3
4 **7. Resource Integration and Coordination Program**

5
6 Licensee shall hold annual meetings to integrate recreation resource needs with other
7 resource management needs, such as cultural, wildlife, water quality, and aquatic
8 resources. These meetings shall be held over the term of the New Project License ~~with~~
9 Parties with Parties and, SWRCB, and shall be open to the public ~~other interested parties~~.

10
11 **8. Recreation Resource Management Plan (RRMP) Review and Revision Program**

12
13 Over the term of the New Project License, unforeseen recreation needs, changes in visitor
14 preferences and attitudes, and new recreation technologies may ~~likely~~ occur. The
15 frequency with which the RRMP is revised or updated by Licensee shall depend on
16 significant changes to existing conditions, monitoring results, and management responses
17 made over time. The frequency of RRMP updates shall not exceed every 12 years and
18 shall be based on consultation with the FS, Parties and, SWRCB, and other interested
19 ~~parties~~ Parties during monitoring and coordination meetings and through other
20 appropriate sources.

21
22 The River Ranger position was moved from Appendix B since it will appear as a 4(e)
23 condition.

24 **4. River Ranger.** By March 1 of each year of the New Project License, Tthe Licensee
25 shall provide to the FS \$25,000 each year (2004 dollars), by March 1, to assist in funding
26 a “River Ranger” position. The purpose of this position shall be to provide additional
27 light maintenance, visitor information/assistance, and user safety and law enforcement
28 presence in the Project’s bypassed river reaches.

29
30 The Licensee shall request that the FS provide Licensee by January 31 of each year a
31 written summary of the previous year expenditures and River Ranger activities and the
32 current year’s planned expenditures and River Ranger activities.

33
34 If inclusion of the Interagency Recreation Management Plan will hold up reporting to
35 FERC at the end of the month, the plan can be deferred for now but will come back
36 shortly after the new year.

37 **10. Belden Interagency Whitewater River Recreation Management Plan.** If a
38 determination is made to proceed with scheduled river recreation flows Within 12 months
39 of license issuance, Licensee, prior to the start of the first full boating season shall
40 coordinate with the Forest ServiceFS, Plumas CountyPlumas, and Caltrans to develop a
41 Memorandum of Understanding to produce an Belden Interagency RiverWhitewater
42 Recreation Management Plan. The Plan shall address management and integration of
43 project related riverwhitewater recreation opportunities, including integration with other
44 river recreation opportunities in the watershed. The Plan shall address establishment of
45 visitor capacity thresholds, maintenance of facilities, signage, traffic management and

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1 monitoring. This Plan and Memorandum of Understanding would not be financially
2 binding, but would document agency roles, responsibilities, and intentions related to river
3 recreation management.
4

5 If after the whitewater flow evaluation period, whitewater flows are not continued, the
6 Memorandum of Understanding and Plan would be terminated.
7

8 If inclusion of the Traffic Use Survey will hold up reporting to FERC at the end of the
9 month, the plan can be deferred for now but will come back shortly after the new year.

10 **11. Traffic Use Survey.** Beginning the fifth year following issuance of the New Project
11 License and continuing at five-year intervals, Licensee shall file with FERC a road/traffic
12 use survey approved by the Forest Service. The Forest Service reserves the right, after
13 notice and opportunity for comment and administrative review, to require changes in the
14 project, designated project roads, and operation through revision of the 4(e) conditions
15 that require measures necessary to accomplish protection and utilization of National
16 Forest resources and provide for public safety identified as a result of these surveys. At a
17 minimum the road/traffic survey shall:

- 18 • Include the Caribou Road (27N26) and the Caribou-Butt Valley Reservoir roads
19 (27N26 and 27N60).
- 20 • Include the number of vehicles per day, type of vehicle, such as log trucks,
21 recreational vehicles, passenger cars, emergency vehicles (fire), or Licensee
22 vehicles.
- 23 • Traffic counts shall be conducted for: opening of fishing season, Memorial
24 weekend, July 4th holiday weekend, the day before, the day of and the day after
25 scheduled boating flow releases, Labor Day weekend, and random weekends, and
26 weekdays during the period from April to October. A minimum of 60-survey
27 days/year shall be required.
28
29
30
31

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Section 8. Land Management and Visual Resource Protection

The following is an outline of the Visual Resource Plan that we will request PG&E prepare for activities occurring on NF System lands. It is “boiler plate” that defines our administrative relationship with PG&E. In terms of the progress report that will go to FERC at the end of the month, it can be excluded as long as everyone knows it will return or be seen in the 4(e) condition.

Within 1 year of license issuance or 60-days prior to any ground-disturbing activity, the Licensee shall file with FERC a Visual Management Plan approved by the FS. At a minimum, the Plan shall address:

- Clearing, spoil piles, and project facilities such as diversion structures, penstocks, pipes, ditches, powerhouses, other buildings, transmission lines, corridors, and access roads.
- Facility configuration, alignment, building materials, colors, landscaping, and screening.
- Proposed mitigation and implementation schedule necessary to bring project facilities into compliance with National Forest Land and Resource Management Plan direction.
- Removal of all road spoil piles not currently located in approved areas on National Forest System lands to a location either off the Forest, or to a Forest Service approved disposal site. ~~Revegetation~~ Revegetation of removal areas with approved native (locally collected) seed to reduce invasion of noxious weeds. Monitoring and eradication of noxious weeds as specified in the “Noxious Weeds Management Plan” license condition.
- Removal of all visible non-native materials, including construction debris from the surfaces of piles located on National Forest System lands.
- Stabilization and revegetation of all native material that is allowed to be left on National Forest System lands including compliance with visual quality objectives.

~~(Check insert from FS)~~ The Licensee shall implement the following measures at existing facilities within 2 years after license issuance or as otherwise noted:

- A. Paint the metal siding and roof of the hoist house on the Prattville Intake structure a dark green color similar to the current color;
- B. Plant sufficient evergreen trees between the existing Prattville maintenance buildings and the shoreline to reduce visual domination of the buildings on the shoreline area. Monitor and oversee tree survival to ensure successful establishment through the first three summers.
- C. Re-grade the Oak Flat road debris spoil piles along Caribou Road to create a more natural rolling topography along the roadside, and where possible, move spoil materials farther from the road. Establish native plantings where possible between the road and the spoil piles to help screen the active use areas from passing motorists.

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1 D. In consultation with the FS, prepare a plan to annually apply dust palliatives or
2 other measures, including regular grading, to help minimize dust emissions and
3 improve the lower coupled segment of the Butt Valley-Caribou Road.
4

5 E. At the Belden Powerhouse, consult with the FS on color selection when
6 maintenance or repair work is scheduled on the Belden Powerhouse penstocks, surge
7 chamber, or other powerhouse facilities to reduce visual contrast as seen from State
8 Route 70.
9

10 F. At Caribou Village, maintain the exterior and landscaping of the old clubhouse
11 facility, houses, and grounds to preserve the historic features and character of the
12 facility. Consult with the FS when maintenance or repair activities that affect exterior
13 appearance are to take place to help preserve, as practical, the historic and visual
14 appeal of the village landscaping and structures.
15

16 G. Within 30 days after license issuance, Licensee shall implement the ~~The~~ Lake
17 Almanor Shoreline Management Plan (“SMP”) ~~shall be implemented~~ included in
18 Licensee’s final license application for the ~~within 30 days after license issuance and~~
19 Licensee ~~Project. Licensee~~ shall meet with the FS, ~~and Plumas County~~ Plumas, and
20 other interested ~~parties~~ Parties at minimum of every 10 years to discuss the need to
21 update the SMP. The need to update the SMP sooner may also be raised and
22 discussed during the annual land use meetings with the FS, ~~Plumas County~~ Plumas,
23 and interested ~~parties~~ Parties.
24

25 H. Conduct annual meeting with the FS and ~~Plumas County~~ Plumas to coordinate
26 ongoing Project-related land management activities including recreation management
27 and use, fire suppression and related forest health activities, and the planning for
28 commercial, residential and industrial developments adjacent to the Project
29 Boundary.

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

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

1. Goals

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

2. Water Quality Monitoring Plan

A. Within 90 days after issuance of a New Project License, a water quality monitoring plan shall be developed by ~~Plumas County~~ Plumas and the Licensee, in consultation with the SWRCB, the FWS, the FS, CDFG, and DWR (together, the “Collaborative Water Quality Monitoring Group”).

3. Water Quality Monitoring Plan Implementation

A. ~~Plumas County~~ Plumas shall contract with the DWR or other party acceptable to the Collaborative Water Quality Monitoring Group, to implement the water quality monitoring plan and prepare an annual report. Plumas shall submit the annual report of the water quality sampling of Lake Almanor Water shall be submitted to the Collaborative Water Quality Monitoring Group by January 31 of the following year.

4. Annual Meeting

A. Between April 15 and April 28 the Licensee shall convene a meeting of Collaborative Water Quality Monitoring Group ~~Parties to this Settlement, the SWRCB and other parties who request involvement~~ to review the results of the Lake Almanor water quality monitoring program and revise the monitoring plan as necessary.

B. If adverse water quality effects are identified in Lake Almanor, ~~Plumas County~~ Plumas and the Licensee shall consult with the Collaborative Water Quality Monitoring Group to determine the reason for the adverse water quality. If the adverse water quality is shown to be a result of the Licensee’s Project operations or maintenance, the Licensee shall develop and implement a plan and/or mitigation measures to mitigate Project-related effects on water quality. for protecting the water quality in Lake Almanor. The plan and/or mitigation measures shall be developed in consultation with the Collaborative Water Quality Monitoring Group. If the adverse water quality is shown to be a result of non-Project land use practices, Plumas County zoning practices, or Plumas County permitting practices, ~~the Plumas County~~ Plumas shall develop and implement a plan and/or mitigation measures for protecting the water quality in Lake Almanor. The plan and/or mitigation measures shall be developed in consultation with the Collaborative Water Quality Monitoring Group.

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1
2 **5. Funding**
3

4 A. The Licensee and ~~Plumas County~~Plumas shall each contribute up to a maximum of
5 \$20,000 (2004 dollars) annually in matching funds to implement water quality
6 sampling in Lake Almanor in accordance with the *Settlement Agreement Covering*
7 *Applications 28468 of Plumas County and 30414, 30257 and 30258 of PG&E*
8 *Pending Before the State Water Resources Control Board (Dated 7/30/02)*. Funding
9 for water quality sampling of Lake Almanor outlined in Section 5 of Appendix A
10 shall be part of the matching funds outlined in this ~~Settlement~~Paragraph. The
11 Licensee and ~~Plumas County~~Plumas shall coordinate and consolidate water quality
12 sampling in Lake Almanor with the monitoring program outlined in Appendix A,
13 wherever possible.

14
15 B. ~~Plumas County~~Plumas and the Licensee recognize the DWR has monitored water
16 quality in Lake Almanor and its tributaries since 1986. The preference of ~~Plumas~~
17 ~~County~~Plumas and the Licensee is that DWR continue its current sampling program,
18 utilizing a significant portion of the Settlement matching funds ~~s - monies~~ to assist in
19 funding DWR's total sampling effort. ~~Plumas County~~Plumas and the Licensee shall
20 request the DWR to provide sampling and analytical services.
21
22

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1 **RECREATION PART B**

2
3 **1. Outside Funding for FS' Belden Reach Area River Access.** *[This paragraph needs*
4 *work – PG&E and FS are working on it]* For the purposes of improving and enhancing
5 public recreation, the FS will within five years following signature of this Settlement,
6 request matching funding from the California Department of Boating and Waterways
7 and/or other appropriate sources for the Lower Belden Reach River Access river access
8 facilities proposed pursuant to Section 7 of Appendix A of the Settlement. All Parties
9 shall support and actively work to seek approval for the request from the California
10 Department of Boating and Waterways (or other appropriate organization).

11
12 **2. Plumas County Ordinance.** ~~For the preservation and improvement of ecological,~~
13 ~~cultural and recreation resources at Lake Almanor, the~~The Parties shall within one year
14 following signature of this Settlement, request the Plumas County Board of Supervisors
15 to pass a county ordinances that:
16 which ~~A. prohibits~~ Prohibits the travel of motorized wheel or tracked vehicles at
17 Lake Almanor below the ~~4,500-foot~~ 500-foot contour elevation (PG&E datum) except in
18 designated areas to preserve and improve ecological, cultural and recreation resources at
19 Lake Almanor.

20 B. Limit boat engine horsepower to 10 hp and boat speeds to 5 mph on Belden
21 Forebay and prohibit swimming and boating within 0.25 miles of Belden Dam and
22 at night at the Forebay. This ordinance is similar to the Plumas ordinance for
23 Rock Creek Cresta Reservoir.
24

25 All Parties shall support and actively work to seek the Plumas County Board of
26 Supervisor's approval of the se requests.
27

28 **3. Plumas County Sheriff Shoreline Patrol.** Upon passage of the Plumas County
29 ordinance referenced in Paragraph 2 above, Licensee shall provide up to \$25,000 per year
30 (2004 dollars) for the term of the New Project License to ~~Plumas County~~ Plumas to be
31 used for Plumas County Sheriff patrols and enforcement in the Project shoreline areas.
32

33 By the end of each fiscal year (June 30), ~~Plumas County~~ Plumas shall provide Licensee a
34 summary of the previous year's expenditures and enforcement activities from these
35 funds, and the planned expenditures and enforcement activities in the Project shoreline
36 area for the upcoming year.
37

38 **4. River Ranger.** ~~The licensee Licensee shall provide to the Plumas National Forest~~
39 ~~\$25,000 each year (2004\$), dollars), by March 1, to assist in funding a "River Ranger"~~
40 ~~position. The purpose of this position will shall be to provide additional light~~
41 ~~maintenance, visitor information/assistance, and user safety and law enforcement~~
42 ~~presence in the project's Project's bypassed river reaches.~~
43

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

5 **5. Lake Almanor Recreation Trail (LART) Southeast Shore Extensions.** In addition
6 to the trail easement previously provided to ~~Plumas County~~Plumas in the July 30, 2002
7 Agreement between ~~Plumas County~~Plumas and Licensee, Licensee shall contribute
8 matching funds up to a maximum of \$300,000 (2005 dollars) to ~~Plumas County~~Plumas
9 for County construction of a non-motorized recreation trail across lands owned by
10 Licensee on the southeast side of Lake Almanor as a continuation of the LART to the
11 East Shore Campground. At ~~Plumas County~~Plumas expense and at no expense to
12 Licensee, the trail shall be maintained including, but not limited to, any repairs for
13 damages that may be caused by Licensee raising and lowering the water in Lake
14 Almanor. The ~~Lake Almanor Recreation Trail~~LART and associated facilities in its
15 entirety, now and in the future, shall not be considered, in whole or part, a Project feature
16 or part of the Project. Licensee shall not be required to perform or contribute in any way
17 to the operation and maintenance of the trail now or in the future.
18

19 ~~Plumas County~~Plumas agrees, to the extent it may legally do so, to indemnify Licensee
20 against and to hold Licensee harmless from any loss or damage to any property, or injury
21 to or death of any person whomever, proximately caused in whole or in part by any
22 negligence of ~~Plumas County~~Plumas or its contractors or by any acts for which ~~Plumas~~
23 ~~County~~Plumas or its contractors are liable without fault in the exercise of the rights
24 herein granted, save and excepting to the extent that such loss, damage, injury or death is
25 proximately caused in whole or in part by any negligence of Licensee or its contractors,
26 or by any acts for which Licensee or its contractors are liable without fault.
27

28 6. TRG: The TRG evaluation of potential recreation test river flow effects and
29 recommendations should be consistent with existing resource management plans.