

ADMINISTRATIVE DRAFT – March 5, 2004

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

**Project 2105 Relicensing
Settlement Agreement**

DRAFT

March 5, 2004

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

Relicensing Settlement Agreement

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1 Water Act (33 USC §1341[a][1]) (“401 Certification”) in connection with this relicensing
2 proceeding and therefore can not execute this Settlement.

3
4 1.3 Effective Date of Settlement. This Settlement becomes effective as of
5 _____ (“Effective Date”).
6

7 1.4 Term of Settlement. The term of this Settlement shall commence on the
8 Effective Date and shall continue (unless terminated as otherwise provided herein) for the
9 term of the New Project License (subject to FERC's reserved authority under the New
10 Project License to require modifications), plus the term(s) of any annual license(s) which
11 may be issued after the foregoing New Project License has expired, or until the effective
12 date of any FERC order approving surrender of all or part of the Project under the Federal
13 Power Act (FPA).
14

15 1.5 Definitions.

16
17 401 Certification: See Paragraph 1.2.4.

18 Accessible: A recreation or other facility or site element that meets
19 ADAAG.

20 ADAAG: Americans With Disabilities Act Accessibility Guidelines.

21 ADR: Alternative Dispute Resolution - see Paragraph 4.9.1.

22 AF: acre-foot of water.

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

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

26 Belden Reach: The portion of the NFFR between Belden Forebay Dam
27 and Belden Powerhouse.

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

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

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

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

36 cfs: cubic feet per second.

37 Collaborative: See Paragraph 1.2.3.

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

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

44 DEA: Draft Environmental Assessment.

45 Disputing Party; Disputing Parties: See Paragraph 4.9.1.

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

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1 Effective Date: See Paragraph 1.3.
2 Emergency: An event that is reasonably out of the control of the Licensee
3 and requires Licensee to take immediate action, either unilaterally or
4 under instruction by law enforcement or other regulatory agency
5 staff, to prevent imminent loss of human life or substantial property
6 damage. An emergency may include, but is not limited to, natural
7 events such as landslides, storms or wildfires, malfunction or failure
8 of project works, and recreation accidents.
9 ESA: Federal Endangered Species Act, 16 U.S.C.§1531 *et seq.*, as may be
10 amended.
11 FPA: Federal Power Act 16 U.S.C. §791a *et seq.* as may be amended
12 Good Faith: Honesty of purpose, free from intention to defraud, faithful to
13 one’s duty or obligation.
14 Heavy Maintenance: Maintenance or reconditioning that arrests
15 deterioration and appreciably prolongs the life of the property. From
16 an accounting standpoint, the expenditures may be capitalized.
17 Examples include installing a new roof, new floor, or new siding,
18 replacing electrical wiring or heating systems, repairing or replacing
19 pipes, pumps or motors, repairing or maintaining government
20 property threatened or damaged by heavy snow or ice, repairing or
21 maintaining the paths, lands, walks, or walls adjacent to other
22 government-owned structures, and performing exterior painting or
23 refinishing.
24 I&E: Interpretation and Education
25 Inconsistent License: A New Project License which (a) materially
26 modifies the PM&E measures stated in Appendix A or Appendix B,
27 (b) fails to include all PM&E measures in Appendix A that fall
28 within the jurisdictional authority of the issuing agency, or (c)
29 includes additional PM&E measures related to Resolved Subjects
30 beyond those in Appendix A or Appendix B.
31 ISO: The California Independent System Operator or its successor.
32 Licensee: The owner of the Project. Currently the Licensee is Pacific Gas
33 and Electric Company.
34 Minimum Stream Flows: Required minimum stream flows in the Belden
35 and Seneca reaches as provided in Appendix A, Tables A-1 and A-2.
36 NA: not applicable.
37 NEPA: National Environmental Policy Act, 42 U.S.C.§4321 *et seq.*, as
38 may be amended.
39 New Project License: The new license issued by FERC for the Project at
40 the conclusion of the current relicensing proceeding, including any
41 mandatory conditions such as FPA Section 4(e) Conditions, 401
42 Certification Conditions, and FPA Section 18 fishway prescriptions.
43 NFFR: North Fork Feather River
44 Normal: Normal Water Year Type as defined in Appendix A, Section 4.
45 Notice: See Paragraph 5.9.

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1 Operational Maintenance: Maintenance or reconditioning that neither
2 materially adds to the value of the property nor appreciably prolongs
3 its life. The work serves only to keep the facility in an ordinary,
4 efficient operation condition. From an accounting or tax perspective,
5 it is work that may be expensed. Examples include interior painting,
6 repair of broken windows, light bulb replacement, cleaning,
7 unplugging drains, preventative maintenance, greasing, servicing,
8 inspecting, oiling, adjusting, and tightening, aligning, sweeping, and
9 general snow removal.

10 Party; Parties: See Paragraph 1.1.

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

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

15 Project: See Paragraph 1.2.1.

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

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

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

25 Recreation Monitoring Standard: Defines the minimum acceptable
26 condition for a Recreation Monitoring Indicator. Also referred to as
27 a trigger, as once a standard is reached over a sustained period of
28 time, this ‘triggers’ a potential management action.

29 Resolved Subjects: See Paragraph 2.2.

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

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

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

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

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

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

43 Uncontrolled Spill: Release of water from a Project reservoir at times
44 when flow into the reservoir, excluding releases from upstream
45 reservoirs that can be controlled, exceeds the sum of the streamflow

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1 release requirement plus the current flow capacity of the generating
2 units.

3 UNFFR: Upper North Fork Feather River.

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

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

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

12 13 14 **2. Purpose of Settlement**

15
16 2.1 Purpose. The purpose of this Settlement is to resolve among the Parties all
17 lake level and streamflow issues for ecological purposes, river-based recreational uses,
18 and other Resolved Subjects in support of FS issuing its Section 4(e) Conditions and
19 FERC issuing a New Project License. For this purpose, the Parties agree that this
20 Settlement constitutes an entire agreement that provides an appropriate balancing of the
21 Resolved Subjects and the Parties will request that the FERC use the provisions of this
22 Settlement as an alternative to be considered in the FERC's NEPA analysis process.
23

24 2.2 Resolved Subjects. Except as provided in Paragraph 2.3, the Parties agree
25 that this Settlement fairly, reasonably, and appropriately resolves streamflows and other
26 subjects listed in Table 1 ("Resolved Subjects") in support of FS issuing Section 4(e)
27 Conditions and FERC issuing a New Project License.
28

29 **Table 1**

30 **Subjects Resolved by this Settlement**

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

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1 m) Recreation facilities development during the term of the New Project License

2
3 2.3 Unresolved Subjects. This Settlement leaves unresolved specific subjects
4 related to the Resolved Subjects. These unresolved subjects are listed in Table 2. This
5 Settlement also does not resolve subjects not specifically listed in Table 1 and Table 2.
6

7 Table 2

8 Subjects Not Resolved by this Settlement

- 9
10
- 11 a) Shoreline Erosion: Plumas considers Lake Almanor shoreline erosion an
12 unresolved issue.
 - 13 b) Water Temperature: Feasibility studies are currently underway to determine
14 Project 2105 controllable factors associated with attainment and protection of cold
15 freshwater habitat, a designated Beneficial Use of the North Fork Feather River.
16 All Parties await additional information in early 2004 from on-going modeling
17 efforts related to the potential Prattville Intake Modifications, re-operation, or
18 other structural changes (Canyon Dam Intake structure modification, modification
19 to Caribou 2, etc.) to inform PM&E development and agreement on appropriate
20 water temperature conditions. CSPA has unresolved issues with temperature
21 impacts on aquatic resources resulting from the continued operation of the
22 Hamilton Branch and Project 2105 features including the Prattville outlet, Butt
23 Valley Powerhouse, Butt Valley Reservoir, the Caribou 2 powerhouse and Belden
24 Reservoir in the Project vicinity and in downstream reaches of the North Fork
25 Feather River to Oroville Reservoir.
 - 26 c) Whitewater flow effects on water temperature in the Belden Reach: CSPA
27 considers this an unresolved issue
 - 28 d) Term of New Project License: Licensee, Plumas, and FS support a 40-year
29 license; AW and NPS support a 40-year license if the Rock Creek Cresta (FERC
30 No.1962) license is extended to coincide with the term of the New Project
31 License. CDFG supports a 30-year license. If, however, the Rock Creek Cresta
32 (FERC No. 1962) license were extended at the request of CDFG, then CDFG
33 would support a license term for this project that would coincide with the Rock
34 Creek Cresta license term. SWRCB and CSPA do not support extension of the
35 FERC No.1962 license. CSPA considers a 30-year license term appropriate for
36 this Project and consistent with the FERC No. 1962 Rock Creek Cresta signed
37 agreement.
 - 38 e) Angler Access Trail Improvement in Seneca Reach: CSPA considers this an
39 unresolved issue.
 - 40 f) Wetland and Riparian Habitat Offsite Mitigation: CSPA considers mitigation for
41 effects of initial Project construction and continuing Project operations on wetland
42 and riparian habitat through off-site mitigation in Humbug Valley and Mountain
43 Meadows to be an unresolved issue.
44
45

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1 2.4 No Precedent for Other Proceedings. This Settlement is made upon the
2 express understanding that it constitutes a negotiated resolution of Resolved Subjects.
3 No Party shall be deemed to have approved, admitted, accepted, or otherwise consented
4 to any operation, management, valuation, or other principle underlying or supposed to
5 underlie any of the Resolved Subjects, except as expressly provided herein. Nothing in
6 this Settlement is intended nor shall be construed as a precedent with regard to any other
7 proceeding or hydroelectric project.
8

9 2.5 Compliance with Legal Responsibilities. Nothing in this Settlement is
10 intended to nor shall be construed to affect or limit the authority of any Party to fulfill its
11 statutory, regulatory, or existing contractual responsibilities under applicable law.
12 However, by entering into this Settlement the Parties with such responsibilities represent
13 that they believe their responsibilities relative to Resolved Subjects have been, are, or can
14 be met for the purpose stated in Paragraph 2.1, consistent with and by the terms of this
15 Settlement.
16

17 2.5.1 ESA and FPA Section 18 Responsibilities Not Affected. Nothing
18 in this Settlement is intended to nor shall be construed to restrict or affect the continuing
19 responsibilities of FERC or any Party, including FWS under the ESA, including the
20 implementing regulation at 50 C.F.R. § 402.16. Further, notwithstanding any other
21 provision in this Settlement, this Settlement is not intended and shall not be construed to
22 address, affect, or apply to the Secretary of the United States Department of the Interior
23 through the FWS independent authority under FPA Section 18 to prescribe fishways, or
24 other Parties' rights to dispute such authority.
25

26 2.6 Reservation of Claims, Rights, and Responsibilities. Each Party reserves
27 all claims, rights, and responsibilities, which it may otherwise have with respect to any
28 subjects not listed as Resolved Subjects. Nothing in this Settlement is intended nor shall
29 be construed to affect or restrict any Party's participation in or comments about
30 compliance with the New Project License, future relicensing of the Project subsequent to
31 the current relicensing, or any other hydroelectric project licensed to Licensee.
32

34 **3. Use of Settlement in New Project License and Section 4(e) Conditions** 35

36 3.1 Protection, Mitigation, and Enhancement Measures Recommended to be
37 Included in New Project License. Subject to Paragraphs 3.2 and 3.3, the Parties
38 respectfully request that FERC accept and incorporate, without material modification, as
39 license articles all of the PM&E measures stated in Appendix A of this Settlement.
40 Subject to the same limitation, the Parties further request that FERC not include in the
41 New Project License articles that are inconsistent with this Settlement, except as may be
42 necessary to enable FERC to ascertain and monitor Licensee's compliance with the
43 conditions of the New Project License and its rules and regulations under the FPA.
44

45 3.2 Protection, Mitigation, and Enhancement Measures Recommended to be
46 Included in Section 4(e) Conditions. The Parties respectfully request that FS accept and

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1 incorporate, without material modification, as Section 4(e) Conditions all relevant PM&E
2 measures stated in Appendix A of this Settlement that are within the FS's jurisdiction
3 under FPA Section 4(e). The Parties further request that FS not include in its Section 4(e)
4 Conditions, any requirements that are inconsistent with this Settlement. FS agrees to
5 propose as Section 4(e) Conditions on Resolved Subjects the PM&E measures stated in
6 Appendix A of this Settlement which it determines are within its jurisdiction to prescribe
7 as Section 4(e) Conditions, except to the extent that any changes result from analysis
8 under NEPA, National Forest Management Act, and any other applicable law or
9 regulation. This paragraph shall not be read to predetermine or limit the outcome or
10 lawful discretion of FS in issuing Section 4(e) Conditions or in adopting Section 4(e)
11 Conditions inconsistent with those recommended herein.
12

13 3.3 Relationship of Settlement to Section 7 Consultation. The Parties
14 acknowledge that if FERC submits the PM&E measures stated in Appendix A as part of
15 the proposed action for consultation under Section 7 of the ESA, FWS may in its lawful
16 discretion identify PM&E measures different from or additional to those set forth in
17 Appendix A and Appendix B to minimize the effects of take of listed species.
18

19 3.4 Protection, Mitigation, and Enhancement Measures Recommended to be
20 Included in the 401 Certification. The Parties respectfully request that the SWRCB
21 accept and incorporate, without material modifications, as conditions to the 401
22 Certification all the PM&E measures stated in Appendix A of the Settlement that are
23 within the SWRCB's jurisdiction under Section 401 of the CWA. The Parties further
24 request that the SWRCB not include conditions to the 401 Certification that are
25 inconsistent with this Settlement.
26

27 3.5 Measures Agreed to that will not be Included in the New Project License
28 or Section 4(e) Conditions. Measures agreed to among the Parties that are not to be
29 incorporated in the New Project License or FS Section 4(e) Conditions are stated in
30 Appendix B.
31

32 33 **4. Implementation of Settlement** 34 35

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

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1
2 4.2 Inconsistent License. If FERC issues an Inconsistent License this
3 Settlement shall be deemed modified to conform to the Inconsistent License, unless a
4 Party provides Notice within 30 days after FERC issues an order approving the
5 Inconsistent License that (a) the Party does not accept the Inconsistent License, and (b)
6 the Party is initiating the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3. Before
7 initiating the ADR, a Party shall make a Good Faith effort to meet and confer with other
8 Parties to this Settlement. The Disputing Party (ies) may, in addition, initiate the appeal
9 procedures described in Paragraph 4.4. If the New Project License does not contain all of
10 the PM&E measures stated in Appendix A because FERC or one of the agencies with
11 mandatory conditioning authority expressly determines that it does not have jurisdiction
12 to adopt or enforce the omitted PM&E measures, the Parties agree that they shall be
13 bound by the entire Settlement, including those recommended PM&E measures omitted
14 by FERC or the agency with mandatory conditioning authority, provided the New Project
15 License contains those PM&E measures stated in Appendix A over which FERC and the
16 agencies with mandatory conditioning authority determine they do have jurisdiction and
17 the New Project License is otherwise consistent with this Settlement.
18
19

20 4.3 Appeal of Inconsistent License. Any Party may petition for
21 administrative rehearing and/or seek judicial review of any Inconsistent License. The
22 ADR requirements stated in Paragraphs 4.9.1 - 4.9.3 do not preclude any Party from
23 timely filing for and pursuing administrative rehearing or judicial review of an
24 Inconsistent License or any other New Project License article that relates to any subject
25 not listed as a Resolved Subject. However, the Parties shall follow the ADR procedures
26 stated in Paragraphs 4.9.1 - 4.9.3 to the extent reasonably practicable while such appeal is
27 being pursued. If any Party or non-Party files for administrative rehearing or judicial
28 review of an Inconsistent License, Licensee's duties under this Settlement are suspended
29 to the extent necessary to enable Licensee to comply with the Inconsistent License. If a
30 Party has filed for administrative rehearing or judicial review of an Inconsistent License
31 and the Parties subsequently agree to modify this Settlement to conform to the
32 Inconsistent License, the filing Party (ies) shall withdraw the appeal, or recommend such
33 withdrawal, as appropriate. This Settlement shall be deemed modified to conform to any
34 final non-appealable administrative or judicial decision upholding a challenged
35 Inconsistent License unless a Party provides Notice within 45 days after the date of the
36 final decision that (a) the Party does not accept the Inconsistent License, and (b) the Party
37 is initiating the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3. Except as necessary
38 to fulfill a statutory or regulatory responsibility or policy, the Parties have a continuing
39 duty to support this Settlement, or as appropriate, recommend such support, during an
40 administrative rehearing or judicial review. If there is disagreement about the need for
41 such support between the requesting Party and any Party, those Parties shall meet and
42 confer within 5 days of the request being made and shall make Good Faith efforts to
43 resolve the disagreement.
44
45

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1 4.4 Cooperation Among Parties. The Parties shall cooperate in the
2 performance of this Settlement and compliance with related articles in the New Project
3 License. The Parties shall cooperate in implementing the PM&E measures, conducting
4 studies, performing monitoring, and conducting all other activities within their statutory
5 or regulatory authorities related to the measures stated in Appendices A and B of this
6 Settlement, as may be modified in the New Project License. Further, subject to
7 Paragraph 2.5, inclusive of 2.5.1, and upon Licensee’s request, the Parties shall provide
8 written communications of support in any administrative approval that may be required
9 for implementation of this Settlement or related articles of the New Project License,
10 provided this obligation shall not apply to the agency exercising the authority.
11

12 4.4.1 Responsibility for Costs. Licensee shall pay for the cost of actions
13 required of Licensee by this Settlement or the New Project License. Licensee shall have
14 no obligation to reimburse or otherwise pay any other Party for its assistance,
15 participation, or cooperation in any activities pursuant to this Settlement or the New
16 Project License unless expressly agreed to by Licensee or as required by law.
17

18 4.4.2 Licensee Solely Responsible for Operations of Project. Except as
19 expressly provided in this Settlement, by entering into this Settlement none of the Parties,
20 except for Licensee, have accepted any legal liability or responsibility for the operation of
21 the Project.
22

23 4.4.3 Availability of Funds. Implementation of this Settlement for a
24 Party that is a federal agency is subject to the requirements of the Anti-Deficiency Act,
25 31 United States Code, Section 1341, and the availability of appropriated funds. Nothing
26 in this Settlement is intended nor shall be construed to require the obligation,
27 appropriation, or expenditure of any money from the U.S. Treasury. The Parties
28 acknowledge that the Parties that are federal agencies shall not be required under this
29 Settlement to expend any federal agency’s appropriated funds unless and until an
30 authorized official of each such agency affirmatively acts to commit such expenditures as
31 evidenced in writing. Implementation of this Settlement by Parties that are state or local
32 agencies is subject to the availability of appropriated funds. Nothing in this Settlement is
33 intended nor shall be construed to require the obligation, appropriation, or expenditure of
34 any money from the Treasury of the State of California or Plumas County. The Parties
35 acknowledge that the Parties that are state or local agencies shall not be required under
36 this Settlement to expend any appropriated funds unless and until an authorized official
37 of each such agency affirmatively acts to commit such expenditures as evidenced in
38 writing.
39

40 4.4.4 FS Participation in Settlement. FS is not included in the definition
41 of the words “Party” or “Parties” as used in Paragraphs 3.1, 3.2, 4.1, 4.2, and 4.3.
42 Additionally, FS’ obligations under and participation in this Settlement are fulfilled upon
43 issuance of a New Project License containing final Section 4(e) Conditions that are
44 consistent with Appendix A. FS will remain a Party to paragraphs [redacted] of Appendix B
45 until such time as the agreements contained within those paragraphs are fulfilled.
46 Notwithstanding any provision to the contrary, nothing in this Settlement is intended or

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1 shall be construed to create FS authority over a subject that is not within its existing
2 authority.

3
4 4.4.5 Escalation of Costs. Unless otherwise indicated, costs specified as
5 a year 2004 cost basis shall be escalated (starting in January 2005) based on the U. S.
6 Gross Domestic Product - Implicit Price Deflator (GDP-IPD). Costs not specified as a
7 year 2004 cost basis are constant dollars not subject to escalation.

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

19
20 4.6 Reopener or Amendment of New Project License.

21
22 4.6.1 Reopener. Except as required to fulfill statutory or regulatory
23 responsibilities or as provided in Paragraph 4.7.2, a Party to this Settlement may seek to
24 modify, or otherwise reopen during the term of this Settlement the PM&E measures from
25 this Settlement included in the New Project License, only if and when significant new
26 information not known or understood as of the date of issuance of the New Project
27 License reasonably demonstrates that such proposed modification or other cause of
28 reopener is in furtherance of the public interest under the FPA or other applicable law. In
29 such an event, that Party shall provide Licensee at least 90-days Notice to consider the
30 new information and that Party's position. A Party shall not be required to comply with
31 this 90-day Notice provision if it believes an emergency situation exists, or if required to
32 meet its responsibilities under applicable law. Notwithstanding the provisions of this
33 paragraph, any Party may seek to reopen the New Project License to implement future
34 changes in applicable law, or to protect Beneficial Uses through coordinated operations
35 of this Project, Rock Creek – Cresta Project (FERC No. 1962), and Poe Project (FERC
36 No. 2107), in connection with the relicensing proceedings for the latter project.

37
38 4.6.2 Amendment. Nothing in this Settlement is intended nor shall be
39 construed to affect or limit the right of Licensee to seek amendments of the New Project
40 License, provided that Licensee may seek a Project license amendment which would be
41 inconsistent with this Settlement only if Licensee, relying on significant new information
42 not known or understood as of the date of issuance of the New Project License, can
43 reasonably demonstrate that the amendment is in furtherance of the public interest under
44 the FPA or other applicable law. Prior to filing a proposed license amendment which
45 relates to a Resolved Subject or would otherwise be inconsistent with this Settlement,
46 Licensee shall provide the Parties at least 90-day Notice of its intention to do so, and

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1 shall promptly consult with Parties responding within 30 days of such Notice regarding
2 the need for and the purpose of the amendment. Licensee shall not be required to comply
3 with this 90-days Notice provision if it believes an Emergency exists or if required to
4 meet its responsibilities under applicable law or an order of an agency with jurisdiction
5 over Licensee. In any application for a Project license amendment that relates to a
6 Resolved Subject or is otherwise inconsistent with this Settlement, Licensee shall provide
7 with its application documentation of its consultation with the responsive Parties,
8 summarize the positions and recommendation of the responsive Parties and provide its
9 response to those positions and recommendations. Licensee shall not oppose an
10 intervention request by any Party that satisfies FERC’s procedural requirements in a
11 proceeding for a Project license amendment that any Party has concluded would be
12 inconsistent with this Settlement. A Project license amendment that, as approved by
13 FERC, would be inconsistent with this Settlement is subject to Paragraph 4.3. Further, a
14 Project license amendment that, as approved by FERC, would be inconsistent with this
15 Settlement may be considered by a Party as significant new information, allowing that
16 Party to invoke the reopener provision in Paragraph 4.7.1.

17
18 4.7 Amendment of Settlement. This Settlement may be amended at any time
19 after Notice, with the unanimous agreement of all Parties still in existence and responsive
20 within 30 days of such Notice. Any amendment of this Settlement shall be in writing and
21 executed by the responding Parties.

22 23 4.8 Dispute Resolution

24
25 4.8.1 General. Except to the extent that FERC, FS, or other agency with
26 jurisdiction over a Resolved Subject has a procedure that precludes implementation of
27 Paragraph 4.9.1 - 4.9.3, all disputes among the Parties regarding any Party’s performance
28 or compliance with this Settlement, including resolution of any disputes related to an
29 Inconsistent License, shall be the subject of a non-binding alternative dispute resolution
30 (“ADR”) procedure among the Disputing Parties, as stated in Paragraphs 4.9.1 - 4.9.3.
31 Each Party participating in a dispute (“Disputing Party,” or collectively, “Disputing
32 Parties”) shall cooperate in Good Faith to promptly schedule, attend and participate in the
33 ADR. The Disputing Parties agree to devote such time, resources and attention to the
34 ADR as is needed to attempt to resolve the dispute at the earliest time possible. Each
35 Disputing Party shall implement promptly all final agreements reached, consistent with
36 its applicable statutory and regulatory responsibilities. Nothing in Paragraphs 4.9.1 -
37 4.9.3 is intended nor shall be construed to affect or limit the authority of FERC, FS, or
38 other agency with jurisdiction over a Resolved Subject, to resolve a dispute brought
39 before it in accordance with its own procedure and applicable law.

40
41 4.8.2 ADR Procedures. A Party claiming a dispute shall give Notice of
42 the dispute within 30 days of the Party’s actual knowledge of the act, event, or omission
43 that gives rise to the dispute, unless this Settlement provides otherwise. If the dispute
44 includes a claim regarding an Inconsistent License and the claim arises prior to rehearing
45 or appeal, the Notice shall be made within the time periods specified in Paragraphs 4.3. If
46 the dispute includes a claim regarding an Inconsistent License, and the claim arises

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1 during or after rehearing or appeal, the Notice shall be made within the time period
2 specified in Paragraphs 4.4. At a minimum and in any dispute subject to these ADR
3 procedures, the Disputing Parties shall hold two informal meetings within 30 days after
4 Notice, to attempt to resolve the disputed issue(s). Any Disputing Party may request that
5 a FERC employee facilitate these informal meetings to assist in resolving the dispute. If
6 the informal meetings fail to resolve the dispute, the Disputing Parties shall attempt to
7 resolve the dispute using a neutral mediator jointly selected within 15 days after Notice
8 by a Disputing Party that the informal meetings did not resolve the dispute. The
9 Disputing Parties shall select a mediator from the sources described in 18 CFR
10 §385.604(c)(3). Absent an agreement for equitable allocation of costs of the mediator, the
11 Parties shall select a FERC employee as mediator. The mediator shall mediate the
12 dispute during the next 60 days after his or her selection. Any of these time periods may
13 be reasonably extended or shortened by agreement of the Disputing Parties, or as
14 necessary to conform to the procedure of an agency or court with jurisdiction over the
15 dispute. Unless otherwise agreed among the Disputing Parties, each Disputing Party
16 shall bear its costs for its own participation in the ADR procedures.

17
18 4.8.3 Enforcement of Settlement After Dispute Resolution. Any Party
19 may seek in a court of competent jurisdiction specific performance of this Settlement by
20 any other Party, after compliance with the ADR procedures stated in Paragraphs 4.9.1 -
21 4.9.3. No Party shall be liable in damages for any breach of this Settlement, any
22 performance or failure to perform a mandatory or discretionary obligation imposed by
23 this Settlement, or any other cause of action arising from this Settlement. The time used
24 to comply with the ADR procedures shall be excluded from computing any applicable
25 statute of limitations, except where applicable law precludes such exclusion when
26 computing time. Nothing in Paragraphs 4.9.1 - 4.9.3 is intended nor shall be construed to
27 affect or limit the jurisdiction of any agency or court as established under applicable law.
28

29 4.9 Withdrawal From Settlement.

30
31 4.9.1 Withdrawal of a Party from Settlement. A Party may withdraw
32 from this Settlement only in the following circumstances: (a) a Disputing Party claiming
33 a material breach or violation of this Settlement may withdraw once the Party has
34 complied with the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3 to attempt to
35 resolve the dispute; or (b) a Party objecting to a final and non-appealable order issuing an
36 Inconsistent License may withdraw once the Party has complied with the ADR
37 procedures stated in Paragraphs 4.9.1 - 4.9.3 to attempt to resolve the objection. In
38 addition, Licensee may withdraw as provided in Paragraph 4.10.2. In addition, when
39 required to fulfill a statutory or regulatory responsibility, a Party that is an agency may
40 suspend participation or, if necessary, withdraw from this Settlement, without first using
41 the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3. Finally, a Party may withdraw as
42 provided in Paragraph 5.3.
43

44 4.9.2 Withdrawal of Licensee from Settlement. In addition to the
45 provisions of Paragraph 4.10.1, Licensee may withdraw from this Settlement without first
46 complying with the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3 if a Party does not

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1 execute or withdraws from this Settlement, and Licensee reasonably determines at its sole
2 discretion that the failure to execute or the withdrawal (a) may adversely affect the
3 likelihood of FS issuing final Section 4(e) Conditions consistent with this Settlement; (b)
4 may adversely affect FERC's issuance of a New Project License consistent with this
5 Settlement; (c) may adversely affect the likelihood of SWRCB issuing a 401 Certification
6 consistent with this Settlement; or (d) substantially diminishes the value of this
7 Settlement to Licensee. Licensee shall exercise the right to withdraw from this
8 Settlement as provided in this paragraph within 30 days of Licensee's knowledge of the
9 event creating the right to withdraw.

10
11 4.9.3 Method of Withdrawal. A Party may exercise its right to withdraw
12 from this Settlement by giving Notice. Withdrawal is effective 10 calendar days after
13 Notice. A Party that is an agency may suspend participation in this Settlement as
14 provided in Paragraph 4.10.1 by giving Notice.

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

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

30
31 4.11 Addition of Signatory to Settlement. Upon the request by an individual,
32 entity or agency to become a signatory to this Settlement, the Parties shall proceed in
33 accordance with the provisions in Paragraph 4.8, Amendment for Settlement.

34 35 **5. General Provisions**

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

41
42 5.2 No Third Party Beneficiaries. Without limiting the applicability of rights
43 granted to the public pursuant to applicable law, this Settlement shall not create any right
44 or interest in the public, or any member thereof, as a third party beneficiary hereof, and
45 shall not authorize any non-Party to maintain a suit at law or equity pursuant to this

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1 Settlement. The duties, obligations and responsibilities of the Parties with respect to
2 third parties shall remain as imposed under applicable law.
3

4 5.3 Successors and Assigns. This Settlement shall apply to, and be binding on,
5 the Parties and their successors and assigns. Upon completion of a succession or
6 assignment, the initial Party shall no longer be a Party to this Settlement. No change in
7 ownership of the Project or transfer of the existing or New Project License by Licensee
8 shall in any way modify or otherwise affect any other Party's interests, rights,
9 responsibilities or obligations under this Settlement. Unless prohibited by applicable law,
10 Licensee shall provide in any transaction for a change in ownership of the Project or
11 transfer of the existing or New Project License, that such new owner shall be bound by,
12 and shall assume the rights and obligations of this Settlement upon completion of the
13 change of ownership and approval by FERC of the license transfer. In the event
14 applicable law prohibits the new owner from assuming the rights and obligations of this
15 Settlement, any Party may withdraw from this Settlement. A transferring or assigning
16 Party shall provide Notice to the other Parties at least 30 days prior to completing such
17 transfer or assignment.
18

19 5.4 Failure to Perform Due to Force Majeure. No Party shall be liable to any
20 other Party for breach of this Settlement as a result of a failure to perform or for delay in
21 performance of any provision of this Settlement due to any cause reasonably beyond its
22 control. This may include, but is not limited to, natural events, labor or civil disruption,
23 or breakdown or failure of Project works. The Party whose performance is affected by a
24 force majeure shall notify the other Parties in writing within seven (7) days after
25 becoming aware of any event that such affected Party contends constitutes a force
26 majeure and results in a material deviation from the terms of this Settlement. Such notice
27 shall: (a) identify the event causing the delay or anticipated delay; (b) estimate the
28 anticipated length of delay; (c) state the measures taken or to be taken to minimize the
29 delay; and (d) estimate the timetable for implementation of the measures. The affected
30 Party shall make all reasonable efforts to promptly resume performance of this
31 Settlement, and, when able to resume performance of its obligations and give the other
32 Parties written notice to that effect.
33

34 5.5 Governing Law. The New Project License and any other terms of this
35 Settlement over which a federal agency has jurisdiction shall be governed, construed, and
36 enforced in accordance with the statutory and regulatory authorities of such agency. This
37 Settlement shall otherwise be governed and construed under the laws of the State of
38 California. By executing this Settlement, no federal agency is consenting to the
39 jurisdiction of a state court unless such jurisdiction otherwise exists. All activities
40 undertaken pursuant to this Settlement shall be in compliance with all applicable law.
41

42 5.6 Elected Officials Not to Benefit. No member of or delegate to Congress
43 shall be entitled to any share or part of this Settlement or to any benefit that may arise
44 from it.
45

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1 5.7 No Partnership. Except as otherwise expressly set forth herein, this
2 Settlement does not and shall not be deemed to make any Party the agent for or partner of
3 any other Party.
4

5 5.8 Reference to Regulations. Any reference in this Settlement to any federal
6 or state regulation shall be deemed to be a reference to such regulation, or successor
7 regulation, in existence as of the date of the action.
8

9 5.9 Notice. Except as otherwise provided in this paragraph, any Notice
10 required by this Settlement shall be written. It shall be sent to all Parties still in existence
11 by first-class mail or comparable method of distribution, and shall be filed with FERC.
12 For the purpose of this Settlement, a Notice shall be effective 7 days after the date on
13 which it is mailed or otherwise distributed. When this Settlement requires Notice in less
14 than 7 days, Notice shall be provided by telephone, facsimile or electronic mail and shall
15 be effective when provided. For the purpose of Notice, the list of authorized
16 representatives of the Parties as of the Effective Date is attached as Appendix C. The
17 Parties shall provide Notice of any change in the authorized representatives designated in
18 Appendix C and Licensee shall maintain the current distribution list of such
19 representatives.
20

21 5.10 Paragraph Titles for Convenience Only. The titles for the paragraphs of
22 this Settlement are used only for convenience of reference and organization, and shall not
23 be used to modify, explain, or interpret any of the provisions of this Settlement or the
24 intentions of the Parties.
25

26 27 **6. Execution of Settlement** 28

29 6.1 Signatory Authority. Each signatory to this Settlement certifies that he or
30 she is authorized to execute this Settlement and to legally bind the Party he or she
31 represents, and that such Party shall be fully bound by the terms hereof upon such
32 signature without any further act, approval, or authorization by such Party.
33

34 6.2 Signing in Counterparts. This Settlement may be executed in any number
35 of counterparts, and each executed counterpart shall have the same force and effect as an
36 original instrument as if all the signatory Parties to all of the counterparts had signed the
37 same instrument. Any signature page of this Settlement may be detached from any
38 counterpart of this Settlement without impairing the legal effect of any signatures
39 thereon, and may be attached to another counterpart of this Settlement identical in form
40 hereto but having attached to it one or more signature pages.
41

42 WHEREFORE, for valuable consideration, which is hereby acknowledged, and by
43 authorized representatives, the Parties execute this Settlement effective as of
44 _____
45

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

Section 1. Streamflow Management

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

Table A-1. Releases from Canyon Dam

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

Where facility modification is required to implement the efficient release of Minimum Streamflows, the Licensee shall submit applications for permits within one year after issuance of the New Project License and complete such modifications as soon as reasonably practicable but no later than two years after receipt of all required permits and

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1 approvals. Prior to completion of such required facility modifications, the Licensee
2 shall make a Good Faith effort to provide the specified Minimum Streamflows within the
3 capabilities of the existing facilities. The requirements of this Section 1 are subject to
4 temporary modification if required by equipment malfunction, as directed by law
5 enforcement authorities, or in Emergencies. The requirements of this article are subject
6 to temporary modification if required by an Emergency, as defined herein. If the
7 Licensee temporarily modifies the requirements of these articles, then the Licensee shall
8 make all reasonable efforts to promptly resume performance of such requirements and
9 shall notify SWRCB, FS and all Parties pursuant to Section 5.4 of the Settlement.

10
11 **2. Streamflows in Lower Butt Creek.** Licensee shall take no action to reduce dam
12 leakage, tunnel leakage, spring or other natural flows that currently provide inflow to
13 Lower Butt Creek below the Butt Valley Dam unless directed to do so by FERC or other
14 regulatory agency.

15
16 **3. Pulse Flows in North Fork Feather River.** Licensee shall implement Pulse Flows
17 and gravel monitoring in the Seneca and Belden Reaches to further assist in the
18 preservation and improvement of aquatic conditions in the Project area.

19
20 A. Pulse Flows: Licensee shall provide one Pulse Flow release from both Canyon
21 Dam (Seneca Reach) and Belden Forebay Dam (Belden Reach) in each of January,
22 February and March if the forecasted Water Year Type for that month, as defined in
23 Section 4, indicates that the water year is anticipated to be either Normal or Wet. No
24 Pulse Flows are required in months where the Water Year Type forecast for that
25 month indicates that the water year will be either Dry or CD. No Pulse Flows will be
26 required in March in the respective reach if two successive days of mean daily water
27 temperature greater than 10 degrees C are measured at gages NF2 (Seneca Reach) or
28 NF70 (Belden Reach), or if rainbow trout spawning in the Seneca or Belden Reaches
29 is observed and reported to Licensee by CDFG or FS. In both the Seneca and Belden
30 Reaches, the total volume of water released for each Pulse Flow event (including the
31 water released during the ramp up and ramp down periods) shall not exceed 1,800
32 AF. Initially, the typical schedule will be to increase the streamflow at the Basic
33 Ramping Rate to reach the peak streamflow, and hold the peak streamflow for 12
34 hours. The peak streamflow is variable by month and Water Year Type as follows:
35 675 cfs in January of Wet and Normal water years; 1,000 cfs in February and March
36 of Normal water years, and 1,200 cfs in February and March of Wet water years. In
37 the Seneca Reach during March of Normal and Wet years, streamflow will be
38 reduced at the Basic Ramping Rate until 400 cfs is reached, held at that streamflow
39 for 6 hours, and then reduced at the Basic Ramping Rate until the Minimum
40 Streamflow specified in Paragraph 1 above is reached. The 6-hour period of constant
41 streamflow during the ramp down shall occur between 9 am and 3 pm of a weekend
42 to allow recreational boating opportunities. In the Belden Reach, the peak
43 streamflow will be reduced using the Basic Ramping Rate until the Minimum
44 Streamflow specified in Paragraph 1 above is reached, but no period of constant flow
45 during the ramp down will be required in any month.

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

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

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

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1 these gages shall be at least 90 percent of the Streamflows set forth in Tables A-1 and A-
2 2 above provided that the individual mean daily flows shall be equal to or greater than the
3 Minimum Streamflow as shown on Table A-1 and A-2.

4
5 **6. Ramping Rates.** For the preservation and improvement of aquatic resources in the
6 Project area, Licensee shall control river flows by ramping streamflow releases from
7 Project dams as provided in this Paragraph 6. Ramping Rates shall not apply to releases
8 from Project Powerhouses (excluding Oak Flat Powerhouse) or Uncontrolled Spills from
9 Project dams.

10
11 A. Basic Ramping Rates: During periods when ramping can be controlled, Ramping
12 Rates shall apply to releases made from Canyon Dam and Belden Dam. Ramping
13 Rates shall be followed during releases made to provide Pulse Flows and recreation
14 river flows, and all other releases from Canyon Dam and Belden Dam that the
15 Licensee makes for operational purposes. Monthly changes in Minimum Streamflow
16 releases shall be made in a single step because the change is always less than the
17 Ramping Rate criterion. Licensee shall follow the Basic Ramping Rate as close as
18 reasonably practicable given gate and other operating limitations:

19
20 Canyon Dam: 0.5 ft/hr up and down, in all months, as measured at NF-2; and
21 Belden Dam: 0.5 ft/hr up and down, in all months, as measured at NF-70.

22
23 Changes in Canyon Dam streamflow releases, because of gate size and other factors,
24 may exceed the Ramping Rate in any particular hour, but Licensee shall make a Good
25 Faith effort to return to the overall Basic Ramping Rate in the next and subsequent
26 hours.

27
28 B. Revision to Ramping Rates: In the event that studies or monitoring during the
29 term of the License identify the need for modifications to ramping rates, the Licensee
30 shall consult with the FS, FWS, CDFG, SWRCB and other Parties to establish more
31 appropriate rates. New Ramping Rates for Pulse Flows shall not result in an increase
32 in the total volume of water that is required to be released when the new Basic
33 Ramping Rates are applied to geomorphic Pulse Flows. The total volume of water
34 released for a Recreation River Flow shall not exceed 110% of the flow volume
35 resulting from the releases specified in Section 2, Table B when the new basic
36 ramping rates are applied. For example, the volume of water released in addition to
37 the Minimum Streamflow during a recreation river flow in July of a Normal water
38 year is 471 AF when the Basin Ramping Rate is applied to the required 750 cfs
39 release amount set forth in Section 3, Table B. If the Basic Ramping Rate is revised,
40 the volume of water released in addition to the Minimum Streamflow for that same
41 month when the revised Ramping Rate is applied shall not exceed 518 AF.
42 Depending upon how the Basic Ramping Rate is revised, the volume limitations
43 described above may require a corresponding change in the magnitude or duration of
44 the scheduled Pulse Flows or recreation river flows.

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

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

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

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

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

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1 **9. Seneca, Butt and Belden Reach Biological Monitoring.** Within one year of license
2 issuance, and after consultation with the FS, FWS, SWRCB, CDFG and Parties, the
3 Licensee shall file with the Commission a fish population, benthic macroinvertebrate, and
4 amphibian monitoring plan outlining sampling that shall be conducted in the Upper North
5 Fork Feather River Project Seneca, Butt Creek and Belden bypass reaches. The plan
6 shall include, at a minimum, the following components: (1) Between years 10 and 12
7 after license issuance, Licensee shall initiate a cooperative aquatic monitoring program
8 with FS, FWS, SWRCB, and CDFG. Sampling shall occur every two years over a six-
9 year period, for a total of three sampling efforts. The program shall include monitoring
10 of fish populations including condition and trend and benthic macroinvertebrates in at
11 least three sites in the Belden and Seneca Reaches. Benthic macroinvertebrate
12 monitoring shall include population robustness, feeding group and tolerance/intolerance
13 trend monitoring. Sampling may be deferred to the following year in the event of a
14 Critically Dry year. (2) The amphibian monitoring plan for the Seneca, Butt Creek and
15 Belden Bypass Reaches plan shall include targeted monitoring of Forest Service
16 Sensitive amphibians conducted at three-year intervals beginning no later than three years
17 following license issuance. Should target amphibians be located in Project reaches,
18 focused annual monitoring of population health, life stages, reproductive success, and
19 distribution will be required.
20

21 The Licensee shall provide results of monitoring and any flow change recommendations
22 to FERC, FS, FWS, SWRCB, CDFG and Parties in a draft technical report prepared by
23 June of the year following completion of each sampling effort. The Licensee shall
24 finalize the technical report by the following December. In addition to describing the
25 results, the report is to compare results with those of previous surveys. The fish-based
26 sampling shall discuss implications regarding trends in fish abundances. The benthic
27 macroinvertebrate sampling report shall enumerate any changes over time regarding the
28 composition of functional feeding groups, overall population heterogeneity and
29 robustness, and pollution tolerance/intolerance trends.
30

31 At the conclusion of the aquatic monitoring program described in subsection (a) above,
32 the Licensee, FS, CDFG, FWS, SWRCB, Plumas and other interested Parties shall meet
33 to review the results of the monitoring. If, after review of the data collected during the
34 monitoring, the parties determine that aquatic species or other ecological attributes may
35 benefit from modifications to the Minimum Stream Flows set forth in Tables A-1 and A-
36 2, the parties shall evaluate and determine whether such modifications 1) can be
37 implemented within Licensee's operational capabilities, 2) will maintain the total annual
38 volume of water that has been allocated for Minimum Stream Flows in any given Water
39 Year Type as set forth in Tables A-1 and A-2, and 3) will not adversely impact other
40 Beneficial Uses, including hydroelectric power generation, Lake Almanor surface water
41 elevation, and recreation. If all Parties concur and propose revised Minimum Stream
42 Flows that meet these criteria, Licensee shall file the proposal with FERC for its
43 approval.
44

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

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

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

19
20 A. Determination to Proceed with Test Flows: Within six months after license
21 issuance, Licensee shall convene the TRG to evaluate the existing available
22 ecological information regarding recreation river flows and make a determination
23 whether (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.

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

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

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

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

7
8 E. Determination of Continued Flows: After the 3-year recreation test river flow
9 period, Licensee shall convene the TRG to evaluate the existing available ecological
10 and social information. The TRG shall make a recommendation regarding whether
11 recreation river flows should be continued in order to meet the river flow
12 management for recreation objective. The TRG shall not recommend any flow
13 schedule that exceeds the frequency, magnitude or duration of flows prescribed for
14 any given month in Paragraph 3, Table B below.

15
16 F. Approval of Results of Determination of Continued Flows: Licensee shall
17 forward to the FS and SWRCB any recommendation by the TRG to continue
18 recreation river flows. The FS and SWRCB will consult with appropriate state and
19 federal agencies including FWS, Licensee, tribal governments, and other interested
20 Parties prior to approving, denying or modifying the TRG's proposal. If the FS and
21 SWRCB approve a proposed schedule for continued recreation river flows that does
22 not exceed the frequency, magnitude or duration of the flows prescribed for any given
23 month in Paragraph 3, Table B below, Licensee shall submit the proposal to FERC
24 for its approval.

25
26 **3. Recreation River Flows.** Subject to the conditions of Paragraph 2 above, Licensee
27 shall implement the following recreation river flow schedule and other provisions
28 presented in Table B, Belden Reach Recreation River Flow Schedule.
29

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Table B – Belden Reach Recreation River Flow Schedule *

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

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* Flow releases shall occur between the hours of 10 AM and 4 PM for the first day, and 10 AM to 2 PM for the second release day during Wet and Normal water years, and between the hours of 10 AM and 1 PM during Dry and Critically Dry years for both release days.

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

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

C. Recreation River Flow Postponement:

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

5 2. Postponed Recreation River Flows: If practicable, Licensee shall reschedule
6 postponed recreation river flow releases as recommended by the TRG.
7

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

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

31 E. Ramping Rates: In implementing recreation river flows, Licensee shall apply the
32 Basic Ramping Rates as defined in Section 1, Paragraph 6.
33

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42 **12. Annual Meeting With Plumas.** Licensee shall meet annually with a committee
43 appointed by the Plumas County Board of Supervisors. This meeting shall be held
44 between March 15 and May 15 to allow Licensee to inform the committee about Lake
45 Almanor water elevation levels predicted to occur between May 1 and September 30. In
46 addition, should Licensee forecast that its obligation to deliver water to the State of

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1 California and Western Canal Water District pursuant to the January 17, 1986 agreement
2 will require it to deviate from the Lake Almanor water elevation levels set forth in this
3 Section 3, Licensee shall schedule an additional meeting with the committee within one
4 month of the forecast.
5

1 **Section 4. Water Year Type**

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

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

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

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

2
3 **1. Water Quality Monitoring.** The Licensee shall conduct an ongoing water quality
4 monitoring program for the Project to provide data to demonstrate the level of protection
5 provided for Beneficial Uses of Project waters and to identify any trends in water quality
6 conditions that may occur over time.
7

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

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

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

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

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

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

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

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

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

34 Butt Valley Reservoir

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

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

39
40 Belden Forebay

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

42 Sample:		
43	A) Smallmouth Bass	(6 individuals)
44	Rainbow Trout	(6 individuals)
45	Sacramento Sucker	(2 composites ¹ of 3 individuals)

46 or

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- 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 Trout ¹	(9 individuals)
	Brown Bullhead	(2 composites ² of 3 individuals)

¹Sacramento 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: In order to reduce odor and suspended metals while maintaining appropriate water temperatures in the Seneca Reach, Licensee shall switch from the low-level gate (4422' PG&E datum) to the upper-level gate (4467' PG&E datum) on September 15. The flow release will be switched back to the low-level gate on or after November 1. Licensee shall monitor and evaluate the adequacy and efficacy of the Canyon Dam mitigation measure by conducting one *in-situ* water quality profile per month near the Canyon Dam intake structure in Lake Almanor during the months of June, July, August, September and October. The profile of *in-situ* parameters shall include DO, temperature, pH, specific conductance, and turbidity collected at 1-meter intervals to monitor the onset of reduced oxygen 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 near the Canyon Dam intake structure and at three locations in the Seneca Reach and analyze them for hydrogen sulfide, iron, manganese, and arsenic. *In-situ* water quality parameters will also be collected at all stations. During the October sampling event, Licensee shall also collect and analyze one sediment sample near the Canyon Dam intake structure for hydrogen sulfide, sulfate, iron, arsenic and manganese.

Licensee shall coordinate the collection of the water quality and sediment samples described above with the Canyon Dam mitigation measure as follows: Licensee shall take the September samples before it switches from the lower gate to the upper gate at the Canyon Dam Intake structure and Licensee shall take the October samples after it has switched to the upper gate.

1. Frequency: The monitoring shall begin the first year after license issuance. At a minimum, monitoring shall occur in six (6) water years, with two (2)

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

9

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

24

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

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

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

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 following approval by the Chief Division of Water Rights, SWRCB (or successor), 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 3 (A) shall outline the monitoring
3 efforts to be implemented in the first five years of the license. This monitoring
4 program is intended to be adaptive in nature and may be modified to more
5 effectively focus on specific Project-related water quality conditions identified in
6 Project waters, if agreed to by the Licensee, SWRCB, and the Water Quality
7 Parties.

8
9 C. Licensee shall begin the monitoring program as soon as reasonably
10 practicable but no later than (Charlie White to provide) months, after FERC's
11 approval of the monitoring plans described in this Appendix A, Section 5,
12 Paragraph 3 (A).

13
14 D. The Licensee shall prepare an annual water quality report that contains
15 elements consistent with reporting requirements from all plans under Section 5.
16 The annual report shall be provided to FERC and the Water Quality Parties no
17 later than March 15 of the following year.

18
19 E. To facilitate the exchange of data and ensure dialogue between water
20 quality and aquatic resources management agencies and Water Quality Parties,
21 the Licensee shall convene a discussion group meeting once annually, following
22 distribution of the annual water quality monitoring report. Invitation to
23 participate in the annual water quality discussion group shall include, at a
24 minimum, those entities listed as Water Quality Parties. The annual water quality
25 meeting shall be noticed at the time of annual report distribution and shall provide
26 a minimum of 30 days advance notice to invited participants. The meeting shall
27 occur between April 15 and April 28 each year.

28
29 F. The Licensee, in consultation with the SWRCB, RWQCB, and other
30 Water Quality Parties shall analyze the annual water quality data. If adverse
31 water quality trends are identified, and it is shown to be a result of the Licensee's
32 Project operation or maintenance, the Licensee shall develop and implement a
33 plan and/or measures to mitigate Project-related effects on water quality.

34
35
36

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. The Plan shall be developed in
5 consultation with the FS, FWS, CDFG, SWRCB, and Plumas and submitted to FERC for
6 approval. The enhancement efforts in the Plan shall be limited to lands owned by the
7 Licensee on the shoreline of Lake Almanor from Last Chance Campground westward to
8 approximately the northern edge of the flood control channel south of the Chester
9 Airport. The Plan shall be designed to benefit a variety of sensitive biological resources
10 including rare plants, wetlands, streamside riparian communities, cultural resources and
11 sensitive wildlife habitat. The primary elements of the Plan shall be fencing and vehicle
12 exclusion measures that will allow continued public foot access to the area to be
13 implemented within two years of license issuance. Licensee’s obligation to fund
14 enhancement efforts in the Plan shall be limited to an initial investment of \$20,000 (2005
15 dollars) and an ongoing annual maintenance investment of \$5,000 (2004 dollars). The
16 Plan shall include a provision for periodic review of enhancement efforts with the
17 agencies noted above and shall include procedures for documenting initial and ongoing
18 enhancement efforts.
19

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 License Application’s Draft UNFFR
7 Recreation Resource Management Plan (“RRMP”) in consultation with FS and Plumas
8 for the purpose of describing the implementation of each of the following programs.
9

10 **1. Recreation Facilities Development Program**

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

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

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

25 **1. Lake Almanor**

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

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

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

- 34 i Licensee shall convert Loop 3 overflow camping area into a day use swim
35 area containing an approximately 1-acre sand beach above the high
36 water level (4,494-foot elevation, PG&E datum), swimming delineator,
37 paved parking area for 35 to 40 vehicles, and double-vaulted toilet
38 building.
39 ii Licensee shall relocate the twenty campsites in the Loop 3 overflow area
40 to the Loop 1 camp overflow area and provide a new double vaulted
41 toilet building at this location.
42 iii Licensee shall provide a new entrance kiosk, three fee-based shower
43 facility buildings (one for each loop) with hot water, and bear-proof food
44 lockers at each of the 151 campsites within the campground.
45 iv Licensee shall replace older Klamath stoves (a low-style camp stove
46 with a stovepipe) with campfire rings.

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- 1 v. Licensee shall revegetate or harden significantly disturbed areas where
2 erosion has been caused by pedestrian or vehicle traffic.
- 3 vi. Licensee shall implement the following Accessibility improvements in
4 accordance with ADAAG:
- 5 a) Modify 10 campsites (four at Loop 1, three at Loop 2, and three
6 at Loop 3).
- 7 b) Provide an Accessible route to the high water level (4,494-foot
8 elevation, PG&E datum) at the sandy beach.
- 9 c) Modify the existing campground library box, telephones, and
10 the envelope box at the pay station and provide appropriate
11 Accessible access routes.
- 12 d) Modify existing water faucets near Accessible toilets and
13 campsites.
- 14 e) Provide Accessible routes to the toilet buildings near the
15 campground entrance and near campsite # 100).
- 16 f) Relocate the interior pay station directly across the road to
17 a level, firm, and stable surface (Loop 2).
- 18

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

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

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1 Campground, which shall include the addition of up to 28 campsites in
2 a third loop as funding permits. The FS will be responsible for all
3 design and construction of recreation improvements at FS facilities,
4 and will consult with the Licensee prior to adoption of the final design.
5 The FS will maintain ownership of the facilities both before and after
6 completion of construction of the recreation improvements.

7 iii. FS intends to use the matching funds provided by Licensee as
8 described in the preceding paragraph to construct the following
9 recreation improvements. FS may adjust these construction activities
10 depending upon the ability of the FS to obtain its share of the matching
11 funds and site limitations.

12 a) **Almanor Family Campground/Almanor Amphitheater:**

13 Reconstruct the North and South loops, including general
14 improvement of travel ways and spurs, upgrade sanitation
15 facilities, provide utility hook ups, and construct amphitheater.

16 b) **Almanor Group Campground:** Construct camping loops,
17 group gathering area including pavilion, trailer dump station,
18 and rehabilitate, restore and revegetate decommissioned
19 overflow and group camp.

20 c) **Almanor Picnic Area:** Define and upgrade picnic sites, shade
21 structures, and interpretation/orientation facilities.

22 d) **Almanor Beach:** Expand sandy beach area, expand parking
23 area, and construct swim buoy.

24 iv. The reconstruction of the Almanor Boat Launch and Canyon Boat
25 Launch facilities is the responsibility of the FS and is being conducted
26 outside the scope of this Settlement.

27 v. FS shall be responsible for a) any future major reconstruction of
28 existing FS facilities and b) recreation improvements aimed at
29 expanding the capacity of a FS asset or otherwise upgrading it to serve
30 needs different from, or significantly greater than those originally
31 planned.

32
33 **d. East Shore Group Camp Area:** Target completion is 1-3 years after license
34 issuance.

35 i. Licensee shall convert the existing East Shore Picnic Area to a group
36 reservation camp area that shall accommodate one group of 16 RVs or
37 two groups of eight RVs. The entrance road shall be widened and
38 internal road circulation shall be improved to accommodate RVs.

39 ii. Licensee shall provide one Accessible parking space near the existing
40 double-vaulted toilet building and an Accessible access route to the
41 nearby trash receptacles.

42 iii. Licensee shall provide bear-proof food lockers at each of the 16 sites, a
43 non-paved, non-Accessible trail down to the shoreline, including
44 switchbacks and stairs, and erosion control measures.

45
46

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

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

18
19 **f. Stover Ranch Day Use Area:** Target completion is 3-5 years after license
20 issuance.

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

29
30 **g. Marvin Alexander Beach:** Target completion is 1-3 years after license
31 issuance.

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

39
40 **h. Canyon Dam Day Use Area:** Target completion is 1-3 years after license
41 issuance for this Licensee facility.

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

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- 1 ii. The Licensee shall modify eight existing picnic tables to make them
2 Accessible, provide an Accessible parking space, and provide an
3 Accessible route to the high water level (4,494-foot elevation, PG&E
4 datum) at the swim beach area in accordance with ADAAG.
5 iii. The Licensee shall reserve approximately 2.4 acres of land adjacent to
6 the Canyon Dam Day Use Area for potential future recreation
7 development during the license term.
8

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

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

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

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

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
4 across private lands to provide public road access and install a single vaulted
5 toilet building to the Catfish beach area. Licensee shall not be required to seek
6 to condemn the easement if the negotiations are unsuccessful. If the Licensee is
7 able to negotiate the easement, Licensee shall monitor and maintain the toilet
8 building and the site's cleanliness through arrangements with the North Shore
9 Campground managers, the Stover Ranch caretaker, or other appropriate means.

10
11 **m. Almanor Scenic Overlook:** Target completion is 1-5 years after license
12 issuance.
13 Licensee shall provide an Accessible parking space and route to the existing
14 Accessible double-vaulted toilet building at the overlook and conduct vegetative
15 brushing and clearing, as needed, to maintain views of Lake Almanor, Mt.
16 Lassen and the Canyon Dam.

17
18 **n. Southwest Shoreline Access Zone:** Target completion is 1-5 years after
19 license issuance.
20 The Licensee, in consultation with the FS, shall provide four shoreline access
21 points at existing informally used locations along Lake Almanor's southwest
22 shoreline between Prattville and Canyon Dam. These access areas shall provide
23 vehicle access at or above the 4,494-foot elevation (PG&E Datum) and serve as
24 pedestrian access areas to the adjacent shoreline. The Licensee shall provide
25 four gravel parking areas that provide parking for up to 4 to 8 vehicles at two
26 areas and 10 to 20 vehicles at the other two areas, vehicle barriers, regulatory,
27 interpretive and informational signs, gravel access roads, and, if appropriate,
28 single-vaulted toilet buildings at these access areas. Licensee shall close and
29 rehabilitate other user-created vehicular access routes to the southwest shoreline
30 as depicted in Site Plan 15 contained in the Draft RRMP and in consultation
31 with the FS.

32
33 **o. Camp Connery:** Target completion 1-5 years after license issuance.
34 Licensee shall provide an Accessible parking space and a new bunk house cabin
35 with Accessible toilet and fee based hot shower, retrofit the existing telephone
36 position and water faucet features to meet the ADAAG.

37
38 **2. Butt Valley Reservoir**

39
40 **a. Powerhouse Trails:** Target completion is 5-10 years after license issuance.
41 Licensee shall provide two improved angler access trails to two locations near the
42 Butt Valley Powerhouse. The first trail shall be non-paved and approximately
43 200- feet constructed from the existing gravel parking area next to the Butt Valley
44 Powerhouse down the steep slope east of the powerhouse to the levee below. If
45 needed, stairs shall be constructed at this location. The second powerhouse trail
46 shall be Accessible (compact base rock) and originate from an existing pullout

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1 along the Prattville-Butt Valley Road near the Butt Valley Powerhouse and
2 extend approximately 700 feet to the eastern shoreline of the inlet near the levee.
3 A new, compacted base rock trailhead parking area with barriers shall be
4 developed for this trail.
5

6 **b. Ponderosa Flat Campground:** Target completion is 5-10 years after license
7 issuance. Licensee shall provide a single person, non-heated outdoor shower at
8 Ponderosa Flat Campground. In accordance with ADAAG, Licensee shall make
9 the following improvements:

10
11 Modify four campsites and retrofit the existing designated Accessible campsites
12 in the campground to be Accessible. The picnic table, fire ring, cooking grill, tent
13 or RV area, and water faucet at each of these campsites shall be retrofitted to be
14 Accessible.

15 ii. Replace the vault toilets in the overflow area with one new Accessible
16 single vaulted toilet building and modify all other existing designated
17 Accessible toilet buildings to meet current ADAAG. Provide an
18 Accessible access route to the toilet building near Site 45 and one
19 Accessible paved parking space located near the toilet buildings.

20 iii. Provide a swimming area at the campground that is Accessible with an
21 approximately .4-acre sandy beach above the high water elevation (4132
22 foot, PG&E Datum) and swim delineator.

23 iv. Provide a new Accessible fishing access trail and Accessible pier or
24 platform north of the overflow area.
25

26 **c. Cool Springs Campground:** Target completion is 5-10 years after license
27 issuance.

28 Licensee shall provide a two-person, non-heated outdoor shower at Cool Springs
29 Campground. In addition, Licensee shall provide one new Accessible campsite.
30 The picnic table, fire ring, cooking grill, tent or RV space, and water faucet at this
31 campsite shall be made Accessible.
32

33 **d. Alder Creek Boat Launch:** Target completion is 5-10 years after license
34 issuance.

35 Licensee shall expand the existing Alder Creek Boat Launch parking area to
36 accommodate 10 to 20 additional vehicles with trailers and to improve circulation.
37 New parking areas on the east side of the Butt Valley Reservoir Road shall be
38 gravel while those on the west of this road shall be paved. In addition, Licensee
39 shall modify the boat launch to be Accessible and provide one Accessible parking
40 space near the existing double vaulted toilet building.
41
42
43

1
2 **3. Belden Forebay**

3
4 **a. Belden Forebay Access:** Target completion is 5-10 years after license
5 issuance.

- 6 i. Licensee shall provide a car-top boat launch, a seasonal portable toilet
7 building, and gravel parking area for 10 single vehicles at the Belden
8 Forebay existing undeveloped parking area, which also serves as trailhead
9 for the North Fork Fishing Trail.
10 ii. Provide suitable access for launching small, car top watercraft at the
11 Belden Forebay.
12 iii. If Plumas passes an ordinance as specified in Appendix B Section 2.1.2.B
13 of this agreement, Licensee shall post signage at Belden Forebay referring
14 to this ordinance that will limit boat engine horsepower to 10 hp and boat
15 speeds to 5 mph on Belden Forebay and prohibits swimming and boating
16 within 0.25 mile of Belden Dam and at night at the Forebay.
17

18 **b. North Fork Fishing Trail:** Target completion is 1-3 years after license
19 issuance. Licensee shall improve the North Fork Fishing Trail from the Belden
20 Forebay parking area to the upstream side of the Caribou Powerhouse 1.
21 Improvements shall include retrofitting the existing metal trail decking and railing
22 at the powerhouse above the turbine outlets to provide enhanced access and
23 safety, providing trail directional signs, and providing a wider, more even non-
24 paved trail base along the chain-link fencing at the powerhouse yard and along
25 Caribou Road from the parking area.
26

27 **4. Bypass River Reaches**

28
29 **a. Upper Belden Reach River Access:** Prior to initiation of any recreation
30 release flows Licensee shall provide a river access point at the upstream end of
31 the Belden Reach located at the spoil pile area. This access location shall include
32 a seasonal portable toilet, a seasonal dumpster located over a concrete pad, and a
33 non-paved parking area to accommodate 15 to 25 single vehicles.
34

35 **b. Belden Reach Trails:** Target completion is 1-3 years after license issuance.
36 Licensee shall provide and maintain four trails to the Belden Reach shoreline
37 from existing informal parking areas where public access can be provided in a
38 safe manner.
39

40 **c. Belden Rest Stop:** Target completion is 3-5 years after license issuance.
41 Licensee shall relocate the existing picnic tables to the lower level and disperse
42 them within the area from the Eby Stamp Mill to the gazebo near the creek. Two
43 of the tables shall be replaced with Accessible tables and Accessible routes shall
44 be developed to the gazebo, overlook area next to the creek, and the Eby Stamp
45 Mill historical features. The upper level area shall be closed and the existing
46 cooking grills removed. Licensee shall provide improved interpretation and

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1 education (I&E) elements at the rest stop and erosion control measures on the
2 slope between the parking lot and upper picnic area.

3
4 **d. Lower Belden Reach River Access.** If a determination is made to proceed
5 with scheduled river recreation flows Licensee shall, upon FS request, provide up
6 to a maximum of \$125,000 (2005 dollars) to the FS for construction of non-
7 Project river access to the lower Belden Reach. The FS will make a Good Faith
8 effort to obtain matching funds to help offset the cost of these improvements.

9 10 **2. Future Recreation Enhancement Measures**

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

16 17 **A. Lake Almanor**

18 19 **1. Camp Connery Reservation Group Camp Area**

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

26
27 b. Licensee shall repair and resurface the existing access road.

28 29 **2. East Shore Family Campground**

30 Licensee shall provide a new two-loop family campground on Licensee-
31 owned land along the east shore of Lake Almanor. The new campground will
32 be constructed in two phases, and shall contain approximately 63 new tent and
33 RV campsites. This campground shall contain bear-proof food lockers at each
34 campsite, two user fee, indoor hot shower buildings with flush toilets,
35 approximately 20 boat moorage slips/buoys, and a camp host site. If the FS is
36 unable to raise all of the matching funds specified in Section 7, Paragraph 1, A
37 1, (c), then remaining funds shall be used for East Shore Family Campground
38 improvements as described by this previous portion of this Settlement.

39 40 41 **B. Butt Valley Reservoir**

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

1
2 **3. Project Boundary Adjustments**
3

4 Within one year of license issuance Licensee shall apply to FERC to adjust the FERC
5 Project boundary to include all recreation improvements under this Agreement on
6 Licensee-owned facilities, as well as the FS Canyon Dam Boat Launch and Day Use
7 Area, Dyer View Day Use Area, and Almanor Boat Launch. Within 6 months after the
8 FS has completed construction of each of the recreation improvements it has planned for
9 the FS Almanor Family Campground and Amphitheater, Almanor Group Campground,
10 and Almanor Beach, and Licensee shall apply to FERC to adjust the Project boundary as
11 needed to incorporate these facility components and to modify the license article that
12 reflects Appendix A, Section 7, Paragraph 3 (Recreation Operation and Maintenance
13 Program) of this Settlement to include these FS facilities.
14

15 **4. Recreation Operations and Maintenance Program**
16

17 Prior to the start of the first recreation season following license issuance, Licensee shall
18 assume operation and maintenance responsibility for the following FS facilities:

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

23 As each recreation facility is individually constructed, Licensee shall assume operation
24 and maintenance responsibility for the following FS facilities:

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

28 Licensee shall not be responsible for operation and maintenance of the Almanor Picnic
29 Area.
30

31 Licensee shall be responsible for Operational Maintenance and Heavy Maintenance at FS
32 facilities. Licensee shall not be responsible for a) any major reconstruction of existing
33 facilities or b) recreation improvements aimed at expanding the capacity of an asset or
34 otherwise upgrading it to serve needs different from, or significantly greater than those
35 originally planned. In accordance with Commission, FS, and applicable Department of
36 Boating and Waterways regulations, Licensee shall collect and retain 100 percent of FS
37 approved market rate user fees at all FS recreation facilities that Licensee operates and
38 maintains. These revenues shall be used to offset Licensee's Operational and Heavy
39 Maintenance and Licensee's matching contribution toward construction of recreation
40 improvements at FS facilities. Any Heavy Maintenance funds derived from this revenue
41 may be accumulated from year to year to address larger Heavy Maintenance projects.
42 Prior to Licensee assuming responsibility for operation and maintenance of these FS
43 recreation facilities, Licensee and FS shall enter into a FS approved operation agreement
44 consistent with Licensee's obligations under this paragraph. Licensee and FS shall meet
45 at least annually to review the operation and maintenance of FS facilities included in the
46 license.

1
2 **5. Fisheries**

3
4 **a. Belden Reach**

5 As per the agreement under the existing license and subject to the limitations set
6 forth in Paragraph c. below, the Licensee shall continue to reimburse CDFG for
7 stocking of approximately 5000 pounds of catchable trout per calendar year in the
8 waters of the NFFR between its confluence with the East Branch NFFR and the
9 Belden Diversion Dam. The cost to the licensee for fish stocking shall be the
10 actual average hatchery production cost per pound to the CDFG, and any
11 additional applicable distribution and planting costs. Actual average cost per
12 pound shall be determined by CDFG based on hatchery production costs for the
13 period beginning July 1 and ending June 30 of the previous calendar year. At the
14 request of the Licensee, CDFG's cost of carrying out the year's stocking plan is
15 subject to audit by the Licensee for up to three years. If the Licensee performs an
16 audit and disagrees with any expenditures of CDFG, then the Licensee and CDFG
17 agree to meet and discuss the audit and make appropriate changes in the stocking
18 plan budget.
19

20
21 **b. Lake Almanor**

22 Subject to the limitations set forth in Paragraph c. below, the Licensee agrees to
23 make funds available annually to augment CDFG's existing Lake Almanor
24 fisheries program. The specifics of any fishery augmentation program will be
25 defined by DFG and presented to the Licensee during February of each calendar
26 year for discussion. A fisheries augmented program may include, but not limited
27 to, such projects as the expansion of the pen rearing program and the construction
28 of rearing habitat for warm water fish.
29

30
31 **c. Annual Funding for Fishery Programs**

32 Licensee shall make available up to \$50,000 (2004 escalated dollars) per year for
33 the term of the New Project License for items 1 and 2 above. Unused portions of
34 the \$50,000 will not be rolled over to successive years.
35

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

37
38 Within two years after license issuance, Licensee shall develop an I&E Program for the
39 Project in consultation with the FS, Plumas, and other Parties. The Licensee shall submit
40 the portion of the I&E Program pertaining to FS facilities to the FS for its approval.
41 Licensee shall implement the I&E Program within one year of Program acceptance by
42 FERC. The I&E Program shall provide information to enhance recreation experiences
43 and encourage appropriate resource protection, cooperation, and safe behaviors by
44 Project visitors. The I&E Program shall include themes, media, media design, prioritized
45 sites, and prioritized services. Potential themes include fish and wildlife resources,
46 volcanic history, hydropower, Native American cultures, pioneers, recreation activities

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1 and facilities available in the Project area, and boating hazards. The I&E Program shall
2 include improvements such as interpretive or informational signs, kiosks, reservoir
3 boating safety and hazard information signs and brochures, and informational signs
4 describing recreation facilities and opportunities in the area. The I&E Program
5 improvements shall be developed at recreation sites owned by Licensee and FS that are to
6 be included in the Project boundary. The I&E Program shall also identify funding
7 partnership arrangements with the FS and other interested parties, and contain a schedule
8 for implementation. Licensee and FS will review facility naming practices and re-name
9 facilities with similar names in order to reduce visitor confusion. Licensee and FS will
10 agree on wording of entrance signs to facilities operated by Licensee but owned by the
11 FS. I&E programs may be provided by the FS at FS facilities. Licensee shall not be
12 responsible for providing any I&E amphitheater-type programs at any license recreation
13 facility.

14
15 As part of the I&E Program, Licensee shall prepare a Lake Almanor bathymetry map
16 within one year of license issuance. This map shall be provided in pamphlet form to area
17 boaters and posted on signs at Lake Almanor public boat ramps.

18 19 **7. Recreation Monitoring Program**

20
21 Within 12 months of license issuance, the Licensee, in consultation with the FS, Plumas,
22 and other interested Parties, shall complete a Recreation Monitoring Program. The
23 Licensee shall submit the portion of the Recreation Monitoring Program pertaining to FS
24 facilities to the FS for its approval. Licensee shall adopt a modified Limits-of-
25 Acceptable Change (LAC)-based monitoring approach as described in the Draft RRMP
26 contained in the Final License Application. This approach includes Recreation
27 Monitoring Indicators and Standards that shall initiate management action to help
28 maintain desired recreation experiences and resource conditions at Project recreation
29 areas over the license term. Specific recreation areas to be monitored by the Licensee
30 shall include at a minimum the water surface of Project reservoirs, Licensee and FS
31 recreation facilities, and shoreline areas within the Project boundary. The Program shall
32 include a schedule of information to be collected annually, every six years, or every 12
33 years. Licensee shall conduct more in-depth monitoring, such as visitor questionnaire
34 surveys and general assessment of regional recreation trends at 12-year intervals. As part
35 of the Recreation Monitoring Program, Licensee shall conduct annual recreation planning
36 and coordination meetings with other recreation providers in the Project area to discuss
37 recreation resource management decisions for the Project area, implementation of Project
38 recreation enhancements, recreation monitoring results, potential grant applications and
39 other pertinent Project-related recreation issues that may arise over the term of the New
40 Project License.

41
42 The Licensee shall prepare periodic monitoring reports every 6 years in conjunction with
43 FERC Form 80 recreation facility and use monitoring requirements. Prior to submitting
44 such reports to FERC, Licensee shall submit the portions of the report pertaining to FS
45 facilities to the FS for its approval. These reports shall include but not be limited to
46 changes in kinds of use and use patterns both on water surfaces and land, amount and

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1 types of recreational activities, kinds and sizes of recreational vehicles including boats,
2 amount of day use versus overnight use, and recreation user trends within the Project area
3 as well as summaries of annual monitoring. More in-depth questionnaire surveys and
4 regional assessment results shall be incorporated into these reports at 12-year intervals.
5

6 If recreation test river flows are conducted, Licensee shall, in consultation with FS and
7 other interested Parties, develop a study plan to monitor recreation use during the test
8 flow period and produce a report on monitoring results.
9

10 **8. Resource Integration and Coordination Program**

11
12 Licensee shall hold annual meetings to integrate recreation resource needs with other
13 resource management needs, such as cultural, wildlife, water quality, and aquatic
14 resources. These meetings shall be held over the term of the New Project License with
15 Parties and SWRCB, and shall be open to the public.
16

17 **9. Recreation Resource Management Plan (RRMP) Review and Revision Program**

18
19 Over the term of the New Project License, unforeseen recreation needs, changes in visitor
20 preferences and attitudes, and new recreation technologies may occur. The frequency
21 with which the RRMP is revised or updated by Licensee shall depend on significant
22 changes to existing conditions, monitoring results, and management responses made over
23 time. The frequency of RRMP updates shall not exceed every 12 years and shall be based
24 on consultation with the FS, Parties and SWRCB, and other interested Parties during
25 monitoring and coordination meetings and through other appropriate sources.
26

27 **10. River Ranger.** By March 1 of each year of the New Project License, the Licensee
28 shall provide to the FS up to \$25,000 (2004 dollars), to assist in funding a “River Ranger”
29 position. The purpose of this position shall be to provide additional light maintenance,
30 visitor information/assistance, and user safety and law enforcement presence in the
31 Project’s bypassed river reaches.
32

33 The Licensee shall request that the FS provide Licensee by January 31 of each year a
34 written summary of the previous year expenditures and River Ranger activities and the
35 current year’s planned expenditures and River Ranger activities.
36

37 **11. Belden Interagency Recreation River Flow Management Plan.** If a determination
38 is made to proceed with scheduled river recreation flows, Licensee, prior to the start of
39 the first full recreation season shall coordinate with the FS, Plumas, and Caltrans to
40 develop a Memorandum of Understanding to produce a Belden Interagency Recreation
41 River Flow Management Plan. The Plan shall address management and integration of
42 recreation opportunities provided by the Belden Recreation River Flow release with other
43 river recreation opportunities in the watershed. The Plan shall address establishment of
44 visitor capacity thresholds, maintenance of facilities, signage, traffic management and
45 monitoring. This Plan and Memorandum of Understanding would not be financially

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1 binding, but would document agency roles, responsibilities, and intentions related to river
2 recreation management.

3
4 If after the Belden Recreation River Flow evaluation period, recreation river flow
5 releases in accordance with Section 2 of this agreement are not continued, the
6 Memorandum of Understanding and Plan would be terminated.

7
8 **12. Traffic Use Survey.** Within one year of license issuance, Licensee shall file with
9 FERC a road traffic survey plan for roads used for Project purposes located on National
10 Forest System lands. This plan shall be approved by the FS and include provisions for
11 monitoring traffic every six years when Licensee is monitoring recreation use in
12 accordance with FERC Form 80 requirements. At a minimum the road traffic survey
13 shall include the Caribou Road (27N26) and the Caribou-Butt Valley Reservoir roads
14 (27N26 and 27N60) and include:

- 15 • The number of vehicles per day, type of vehicle, such as log trucks, recreational
16 vehicles, passenger cars, emergency vehicles (fire), or Licensee vehicles on these
17 roads.
- 18 • A sampling approach for these roads that covers the fishing season and includes the
19 opening weekend of fishing season, Memorial Day weekend, July 4th holiday
20 weekend, the day before, the day of and the day after scheduled Belden Reach
21 recreation river flow releases, Labor Day weekend, non-holiday weekends, and
22 weekdays.
- 23 • Road traffic reports every six years to be filed with FERC, after FS review and
24 comment.

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

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

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

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

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

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

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

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

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

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

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- 1 • Monitoring and eradication of noxious weeds as specified in the “Noxious Weeds
2 Management Plan” license condition.
- 3 • Removal of all visible non-native materials, including construction debris from
4 the surfaces of piles located on National Forest System lands.
- 5 • Stabilization and revegetation of all native material that is allowed to be left on
6 National Forest System lands including compliance with visual quality objectives.

7
8 H. Within 30 days after license issuance, Licensee shall implement the Lake
9 Almanor Shoreline Management Plan (“SMP”) included in Licensee’s final license
10 application as amended for the Project. Licensee shall meet with the FS and Plumas,
11 and other interested Parties a minimum of every 10 years to discuss the need to
12 update the SMP. The need to update the SMP sooner may also be raised and
13 discussed during the annual land use meetings with the FS, Plumas, and interested
14 Parties.

15
16 I. Conduct annual meeting with the FS, CDFG and Plumas to coordinate ongoing
17 Project-related land management activities including recreation management and use,
18 fire suppression and related forest health activities, and the planning for commercial,
19 residential and industrial developments adjacent to the Project Boundary.

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

5 **Section 1. Plumas County Lake Almanor Water Quality Monitoring and Protection**
6

7 **1. Goals**

8 The intent of this Section is to monitor and protect the water quality of Lake Almanor for
9 the use and enjoyment of the public and for aquatic resources.
10

11 **2. Water Quality Monitoring Plan**

12 Within 90 days after issuance of a New Project License, a water quality monitoring plan
13 shall be developed by Plumas and the Licensee, in consultation with the SWRCB,
14 Regional Water Quality Control Board, FWS, CDFG, and other Water Quality Parties.
15

16 **3. Water Quality Monitoring Plan Implementation**

17 Plumas shall contract with the DWR or other party acceptable to the SWRCB, Regional
18 Water Quality Control Board, FWS, CDFG, and other Water Quality Parties, to
19 implement the water quality monitoring plan and prepare an annual report. The contract
20 shall require the contractor to submit a water quality data report to Plumas and the
21 Licensee by January 31 of the following year.
22

23 **4. Annual Meeting**

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

29 B. If adverse water quality effects are identified in Lake Almanor, Plumas and the
30 Licensee shall consult with the SWRCB, Regional Water Quality Control Board, FWS,
31 CDFG, and other Water Quality Parties to determine the reason for the adverse water
32 quality. If the adverse water quality is shown to be a result of the Licensee's Project
33 operations or maintenance, the Licensee shall develop and implement a plan and/or
34 measures to mitigate Project-related effects on water quality. The plan and/or mitigation
35 measures shall be developed in consultation with the SWRCB, Regional Water Quality
36 Control Board, FWS, CDFG, and other Water Quality Parties. If the adverse water
37 quality is shown to be a result of non-Project land use practices, Plumas County zoning
38 practices, or Plumas County permitting practices, Plumas shall develop and implement a
39 plan and/or mitigation measures for protecting the water quality in Lake Almanor. The
40 plan and/or mitigation measures shall be developed in consultation with the SWRCB,
41 Regional Water Quality Control Board, FWS, CDFG, and other Water Quality Parties.
42

43 **5. Funding**

44 A. The Licensee and Plumas shall each contribute up to a maximum of \$20,000 (2004
45 dollars) annually in matching funds to implement water quality sampling in Lake
46 Almanor in accordance with the *Settlement Agreement Covering Applications 28468 of*

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1 *Plumas County and 30414, 30257 and 30258 of PG&E Pending Before the State Water*
2 *Resources Control Board (Dated 7/30/02). Funding for water quality sampling of Lake*
3 *Almanor outlined in Section 5 of Appendix A shall be part of the matching funds*
4 *outlined in this Paragraph. The Licensee and Plumas shall coordinate and consolidate*
5 *water quality sampling in Lake Almanor with the monitoring program outlined in*
6 *Appendix A, wherever possible.*
7

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

14 15 **Section 2. Recreation**

16
17 **1. New Operations and Maintenance Terms.** On January 1, 2009, Licensee shall
18 assume responsibility for Operational Maintenance and Heavy Maintenance at FS
19 Almanor Family Campground and Amphitheatre, Almanor Group Campground, and
20 Almanor Beach. Licensee shall not be responsible for any major reconstruction of
21 existing facilities or recreation improvements aimed at expanding the capacity of an asset
22 or otherwise upgrading it to serve needs different from, or significantly greater than those
23 originally planned. In accordance with Commission, FS, and applicable Department of
24 Boating and Waterways regulations, Licensee shall collect and retain 100 percent of FS
25 approved market rate user fees at all FS recreation facilities that Licensee operates and
26 maintains. These revenues shall be used to offset Licensee's Operational and Heavy
27 Maintenance and Licensee's matching contribution toward construction of recreation
28 improvements at FS facilities. Any Heavy Maintenance funds derived from this revenue
29 may be accumulated from year to year to address larger Heavy Maintenance projects.
30 Prior to Licensee assuming responsibility for operation and maintenance of these FS
31 recreation facilities, Licensee and FS shall enter into a FS approved operation agreement
32 consistent with Licensee's obligations under this paragraph. Licensee and FS shall meet
33 at least annually to review the operation and maintenance of the above FS facilities.
34

35 FS may request Licensee to assume responsibility for operation and maintenance of the
36 FS Almanor Picnic Area on January 1, 2009. FS shall reimburse Licensee for its actual
37 costs, including reasonable administration and overhead costs, to perform Operational
38 Maintenance and Heavy Maintenance of this FS facility. Licensee shall not be
39 responsible for any major reconstruction of existing facilities or recreation improvements
40 aimed at expanding the capacity of an asset or otherwise upgrading it to serve needs
41 different from, or significantly greater than those originally planned. Prior to Licensee
42 assuming responsibility for operation and maintenance of the Almanor Picnic Area,
43 Licensee and FS shall enter into an operation and maintenance agreement consistent with
44 the terms of this paragraph.
45
46

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1 **2. Outside Funding for FS' Belden Reach Area River Access.** If a determination is
2 made to proceed with scheduled river recreation flows, the FS will within five years
3 following signature of this Settlement, request matching funding from the California
4 Department of Boating and Waterways and/or other appropriate sources for the Lower
5 Belden Reach River Access facilities proposed pursuant to Section 7 of Appendix A of
6 the Settlement. All Parties shall support approval for the request from the California
7 Department of Boating and Waterways (or other appropriate organization).
8

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

12 A. Prohibit the travel of motorized wheel vehicles at Lake Almanor below the
13 4,500-foot contour elevation (PG&E datum) except in designated areas to preserve and
14 improve ecological, cultural and recreation resources at Lake Almanor.

15 A. Limit boat engine horsepower to 10 hp and boat speeds to 5 mph on Belden
16 Forebay and prohibit swimming and boating within 0.25 miles of Belden Dam
17 and at night at the Belden Forebay. This ordinance is similar to the Plumas
18 ordinance for Rock Creek Cresta Reservoir.
19

20 All Parties shall support the Plumas County Board of Supervisor's approval of these
21 requests.
22

23 **4. Plumas County Sheriff Shoreline Patrol.** Upon passage of the Plumas County
24 ordinance referenced in Paragraph 2 above, Licensee shall provide \$25,000 per year
25 (2004 dollars) for the term of the New Project License to Plumas to be used for Plumas
26 County Sheriff patrols and enforcement in the Project shoreline areas.
27

28 By the end of each fiscal year (June 30), Plumas shall provide Licensee a summary of the
29 previous year's expenditures and enforcement activities from these funds, and the
30 planned expenditures and enforcement activities in the Project shoreline area for the
31 upcoming year.
32

33 **5. Lake Almanor Recreation Trail (LART) Southeast Shore Extensions.** In addition
34 to the trail easement previously provided to Plumas in the July 30, 2002 Agreement
35 between Plumas and Licensee, Licensee shall contribute matching funds up to a
36 maximum of \$300,000 (2005 dollars) to Plumas for County construction of a non-
37 motorized recreation trail across lands owned by Licensee on the south side of Lake
38 Almanor as a continuation of the LART to the East Shore Campground. At Plumas
39 expense and at no expense to Licensee, the trail shall be maintained including, but not
40 limited to, any repairs for damages that may be caused by Licensee raising and lowering
41 the water in Lake Almanor. The LART and associated facilities in its entirety, now and
42 in the future, shall not be considered, in whole or part, a Project feature or part of the
43 Project. Licensee shall not be required to perform or contribute in any way to the
44 operation and maintenance of the trail now or in the future.
45

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1 Plumas agrees, to the extent it may legally do so, to indemnify Licensee against and to
2 hold Licensee harmless from any loss or damage to any property, or injury to or death of
3 any person whomever, proximately caused in whole or in part by any negligence of
4 Plumas or its contractors or by any acts for which Plumas or its contractors are liable
5 without fault in the exercise of the rights herein granted, save and excepting to the extent
6 that such loss, damage, injury or death is proximately caused in whole or in part by any
7 negligence of Licensee or its contractors, or by any acts for which Licensee or its
8 contractors are liable without fault.
9
10