

ADMINISTRATIVE DRAFT – March 1, 2004

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

**Project 2105 Relicensing  
Settlement Agreement**

**DRAFT**

**March 1, 2004**

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

**Relicensing Settlement Agreement**

**Table of Contents**

Page

**1. Introduction**

- 1.1 Parties
- 1.2 Recitals
- 1.3 Effective Date of Settlement
- 1.4 Term of Settlement
- 1.5 Definitions

**2. Purpose of Settlement**

- 2.1 Purpose
- 2.2 Resolved Subjects
- 2.3 Unresolved Subjects
  
- 2.4 No Precedent for Other Proceedings
- 2.5 Compliance with Legal Responsibilities
- 2.6 Reservation of Claims, Rights, and Responsibilities

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

- 3.1 Protection, Mitigation, and Enhancement Measures Recommended to be Included in New Project License
- 3.2 Protection, Mitigation, and Enhancement Measures Recommended to be Included in Section 4(e) Conditions
- 3.3 Relationship of Settlement to Section 7 Consultation
- 3.4 Protection, Mitigation, and Enhancement Measures Recommended to be Included in 401 Certification
- 3.5 Measures Agreed to But Not to be Included in New Project License or Section 4(e) Conditions

**4. Implementation of Settlement**

- 4.1 Support of Settlement
- 4.2 Support for Issuance of New Project License
- 4.3 New Project License, Final 4(e) Conditions, 401 Certification, or Other Mandatory Conditions Inconsistent with this Settlement

- 4.4 Appeal of New Project License, Final 4(e) License Conditions, 401 Certification, or Other Mandatory Conditions Inconsistent with this Settlement
- 4.5 Cooperation Among Parties
- 4.6 Implementation Schedule
- 4.7 Reopener or Amendment of New Project License
- 4.8 Amendment of Settlement
- 4.9 Dispute Resolution
- 4.10 Withdrawal from Settlement
- 4.11 Termination of Settlement

## **5. General Provisions**

- 5.1 Non-Severable Terms of Settlement
- 5.2 No Third Party Beneficiaries
- 5.3 Successors and Assigns
- 5.4 Failure to Perform Due to Force Majeure
- 5.5 Governing Law
- 5.6 Elected Officials Not to Benefit
- 5.7 No Partnership
- 5.8 Reference to Regulations
- 5.9 Notice
- 5.10 Paragraph Titles for Convenience Only

## **6. Execution of Settlement**

- 6.1 Signatory Authority
- 6.2 Disclosure of Other Agreements
- 6.3 Signing in Counterparts

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

### **Appendix B. Measures Agreed to Among the Parties But Not to be Included in New Project License or Section 4(e) Conditions**

### **Appendix C. Authorized Representatives of Parties**



## ADMINISTRATIVE DRAFT – March 1, 2004

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

22 ADR: Alternative Dispute Resolution - see Paragraph 4.9.1.

23 AF: acre-foot of water.

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

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

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

29 Beneficial Use: Those uses designated as Beneficial Uses for the North  
30 Fork Feather River in the Basin Plan, as may be amended.  
31

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

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

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

38 cfs: cubic feet per second.

39 Collaborative: See Paragraph 1.2.3.

40 Controlled Spill: Release of water from a Project reservoir at times when  
41 the release could have otherwise been controlled (not spilled) by  
42 increasing the flow through the generating units or controlling  
43 inflows by controlling releases from upstream reservoirs.  
44

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

## ADMINISTRATIVE DRAFT – March 1, 2004

1           DEA: Draft Environmental Assessment.  
2           Disputing Party; Disputing Parties: See Paragraph 4.9.1.  
3           Dry: Dry Water Year Type as defined in Appendix A, Section 4.  
4           Effective Date: See Paragraph 1.3.  
5           Emergency: An event that is reasonably out of the control of the Licensee  
6                     and requires Licensee to take immediate action, either unilaterally or  
7                     under instruction by law enforcement or other regulatory agency  
8                     staff, to prevent imminent loss of human life or substantial property  
9                     damage. An emergency may include, but is not limited to, natural  
10                    events such as landslides, storms or wildfires, malfunction or failure  
11                    of project works, and recreation accidents. ESA: Federal  
12                    Endangered Species Act, 16 U.S.C. §1531 *et seq.*, as may be  
13                    amended.  
14  
15           FPA: Federal Power Act 16 U.S.C. §791a *et seq.* as may be amended  
16           Good Faith: Honesty of purpose, free from intention to defraud, faithful to  
17                     one's duty or obligation.  
18  
19           I&E: Interpretation and Education  
20           Inconsistent License: A New Project License which (a) materially  
21                     modifies the PM&E measures stated in Appendix A or Appendix B,  
22                     (b) fails to include all PM&E measures in Appendix A that fall  
23                     within the jurisdictional authority of the issuing agency, or (c)  
24                     includes additional PM&E measures related to Resolved Subjects  
25                     beyond those in Appendix A or Appendix B.  
26           ISO: The California Independent System Operator or its successor.  
27           Licensee: The owner of the Project. Currently the Licensee is Pacific Gas  
28                     and Electric Company.  
29           Minimum Stream Flows: Required minimum stream flows in the Belden  
30                     and Seneca reaches as provided in Appendix A, Tables A-1 and A-2.  
31           NA: not applicable.  
32  
33           NEPA: National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*, as  
34                     may be amended.  
35           New Project License: The new license issued by FERC for the Project at  
36                     the conclusion of the current relicensing proceeding, including any  
37                     mandatory conditions such as FPA Section 4(e) Conditions, 401  
38                     Certification Conditions, and FPA Section 18 fishway prescriptions.  
39           NFFR: North Fork Feather River  
40           Normal: Normal Water Year Type as defined in Appendix A, Section 4.  
41           Notice: See Paragraph 5.9.  
42           Party; Parties: See Paragraph 1.1.  
43           PM&E: Protection, mitigation or enhancement measure, as provided in  
44                     Section 10(j) of the FPA.  
45           Prattville Intake Modifications: Physical improvements in the vicinity of  
46                     the Prattville Intake to attract cold water to the intake.

# ADMINISTRATIVE DRAFT – March 1, 2004

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- Project: See Paragraph 1.2.1.
- Pulse Flows: Short term elevated levels of release from Project dams in amounts and durations specified in Appendix A, Section 1, Paragraph 3(A).
- Ramping Rate: The rate of change in a flow release or Controlled Spill from a dam expressed as an increase or decrease in discharge (in cfs) over a period of time. See Appendix A, Section 1, Paragraph 6.
- Recreation Monitoring Indicators: A specific, measurable recreation or resource variable used to define key features of the desired recreation experience.
- Recreation Monitoring Standard: Defines the minimum acceptable condition for a Recreation Monitoring Indicator. Also referred to as a trigger, as once a standard is reached over a sustained period of time, this ‘triggers’ a potential management action.
- Resolved Subjects: See Paragraph 2.2.
- RV: Self-contained recreational vehicle up to 40 feet in length.
- Section 4(e) Conditions: Any license conditions proposed by FS under FPA Section 4(e).
- Seneca Reach: That portion of the NFFR between Canyon Dam (Lake Almanor) and Caribou Powerhouse.
- Settlement: This Settlement Agreement between the Parties as described in Paragraph 1.1.
- Submerged Curtain/Skimmer Wall: A design concept for a Prattville Intake Modification that consists of a flexible membrane blocking warm water strata and up to 1250 feet long placed upstream of the Prattville Intake to preferentially release colder water.
- TRG: The Technical Review Group established pursuant to Appendix A, Section 2, Paragraph 1.
- Uncontrolled Spill: Release of water from a Project reservoir at times when flow into the reservoir, excluding releases from upstream reservoirs that can be controlled, exceeds the sum of the streamflow release requirement plus the current flow capacity of the generating units.
- UNFFR: Upper North Fork Feather River.
- Water Quality Parties: The SWRCB, Regional Water Quality Control Board Central Valley Region, Plumas, FS, and other Parties that request involvement in the water quality monitoring program described in Appendix A, Section 5.
- Water Year Type: See Appendix A, Section 4.
- Wet: Wet Water Year Type as defined in Appendix A, Section 4.

1  
2 **2. Purpose of Settlement**  
3

4 2.1 Purpose. The purpose of this Settlement is to resolve among the Parties all  
5 lake level and streamflow issues for ecological purposes, river-based recreational uses,  
6 and other Resolved Subjects in support of FS issuing its Section 4(e) Conditions and  
7 FERC issuing a New Project License. For this purpose, the Parties agree that this  
8 Settlement constitutes an entire agreement that provides an appropriate balancing of the  
9 Resolved Subjects and the Parties will request that the FERC use the provisions of this  
10 Settlement as an alternative to be considered in the FERC’s NEPA analysis process.  
11

12 2.2 Resolved Subjects. Except as provided in Paragraph 2.3, the Parties agree  
13 that this Settlement fairly, reasonably, and appropriately resolves streamflows and other  
14 subjects listed in Table 1 (“Resolved Subjects”) in support of FS issuing Section 4(e)  
15 Conditions and FERC issuing a New Project License.  
16

17 **Table 1**

18  
19 **Subjects Resolved by this Settlement**

- 20 a) Streamflows for PM&E of fish, wildlife, and other aquatic biota in Project-  
21 affected stream reaches  
22  
23 b) Streamflows for stream channel maintenance in Project-affected stream reaches  
24 ~~b)c)~~ Streamflows for whitewater boating and other river-based recreation on the  
25 Belden and Seneca reaches  
26 ~~b)d)~~ Water quality associated with Project operations and facilities excluding  
27 erosion and water temperature (see Table 2)  
28 ~~b)e)~~ Streamflow fluctuations from Project operations, including Ramping Rates  
29 ~~b)f)~~ Streamflow gaging for compliance monitoring  
30 ~~b)g)~~ Stream ecology monitoring  
31 h) Streamflow information for use by the public  
32 i) Facility modifications to implement the PM&E measures stated in Appendix  
33 A  
34 j) Administration of Settlement  
35 k) River sediment management  
36 l) Project reservoir operation and lands management principles  
37 m) Recreation facilities development during the term of the New Project License  
38

39 2.3 Unresolved Subjects. This Settlement leaves unresolved specific subjects  
40 related to the Resolved Subjects. These unresolved subjects are listed in Table 2. This  
41 Settlement also does not resolve subjects not specifically listed in Table 1 and Table 2.  
42

43 **Table 2**

44  
45 **Subjects Not Resolved by this Settlement**

# ADMINISTRATIVE DRAFT – March 1, 2004

- 1  
2 a) Shoreline Erosion: Plumas considers Lake Almanor shoreline erosion an  
3 unresolved issue.
- 4 ~~a)~~b) Water Temperature: All Parties await additional information in early 2004  
5 from on-going modeling efforts related to the potential Prattville Intake  
6 Modifications, re-operation, or other structural changes (Canyon Dam Intake  
7 structure modification, modification to Caribou 2, etc.) to inform PM&E  
8 development and agreement on appropriate water temperature conditions.
- 9 c) Whitewater flow effects on water temperature in the Belden Reach: CSPA  
10 considers this an unresolved issue
- 11 ~~e)~~d) Term of New Project License: Licensee, Plumas, and FS support a 40-  
12 year license; AW and NPS support a 40-year license if the Rock Creek Cresta  
13 (FERC No.1962) license is extended to coincide with the term of the New Project  
14 License. CDFG supports a 30-year license. If, however, the Rock Creek Cresta  
15 (FERC No. 1962) license were extended at the request of CDFG, then CDFG  
16 would support a license term for this project that would coincide with the Rock  
17 Creek Cresta license term. SWRCB and CSPA do not support extension of the  
18 FERC No.1962 license. CSPA considers a 30-year license term appropriate for  
19 this Project and consistent with the FERC No. 1962 Rock Creek Cresta signed  
20 agreement.
- 21 ~~e)~~e) Additional Boating Flow Day Triggers: AW considers the boater day  
22 triggers for the addition of recreation river flow days in Appendix A, Section 2 to  
23 be an unresolved issue and AW, FS and Plumas would support revision of the  
24 boater day up trigger to 100 and the boater day down trigger to 25.
- 25 ~~e)~~f) Angler Access Trail Improvement in Seneca Reach: CSPA considers this access  
26 to be an unresolved issue.
- 27 ~~e)~~g) Wetland and Riparian Habitat Offsite Mitigation: CSPA considers  
28 mitigation for effects of initial Project construction and continuing Project  
29 operations on wetland and riparian habitat of Project Operation through off-site  
30 mitigation in Humbug Valley and Mountain Meadows to be an unresolved issue.

31  
32  
33 2.4 No Precedent for Other Proceedings. This Settlement is made upon the  
34 express understanding that it constitutes a negotiated resolution of Resolved Subjects.  
35 No Party shall be deemed to have approved, admitted, accepted, or otherwise consented  
36 to any operation, management, valuation, or other principle underlying or supposed to  
37 underlie any of the Resolved Subjects, except as expressly provided herein. Nothing in  
38 this Settlement is intended nor shall be construed as a precedent with regard to any other  
39 proceeding or hydroelectric project.

40  
41 2.5 Compliance with Legal Responsibilities. Nothing in this Settlement is  
42 intended to nor shall be construed to affect or limit the authority of any Party to fulfill its  
43 statutory, regulatory, or existing contractual responsibilities under applicable law.  
44 However, by entering into this Settlement the Parties with such responsibilities represent  
45 that they believe their responsibilities relative to Resolved Subjects have been, are, or can

## ADMINISTRATIVE DRAFT – March 1, 2004

1 be met for the purpose stated in Paragraph 2.1, consistent with and by the terms of this  
2 Settlement.

3  
4 2.5.1 ESA and FPA Section 18 Responsibilities Not Affected. Nothing  
5 in this Settlement is intended to nor shall be construed to restrict or affect the continuing  
6 responsibilities of FERC or any Party, including FWS under the ESA, including the  
7 implementing regulation at 50 C.F.R. § 402.16. Further, notwithstanding any other  
8 provision in this Settlement, this Settlement is not intended and shall not be construed to  
9 address, affect, or apply to the Secretary of the United States Department of the Interior  
10 through the FWS independent authority under FPA Section 18 to prescribe fishways, or  
11 other Parties' rights to dispute such authority.

12  
13 2.6 Reservation of Claims, Rights, and Responsibilities. Each Party reserves  
14 all claims, rights, and responsibilities, which it may otherwise have with respect to any  
15 subjects not listed as Resolved Subjects. Nothing in this Settlement is intended nor shall  
16 be construed to affect or restrict any Party's participation in or comments about  
17 compliance with the New Project License, future relicensing of the Project subsequent to  
18 the current relicensing, or any other hydroelectric project licensed to Licensee.

### 19 20 21 **3. Use of Settlement in New Project License and Section 4(e) Conditions**

22  
23 3.1 Protection, Mitigation, and Enhancement Measures Recommended to be  
24 Included in New Project License. Subject to Paragraphs 3.2 and 3.3, the Parties  
25 respectfully request that FERC accept and incorporate, without material modification, as  
26 license articles all of the PM&E measures stated in Appendix A of this Settlement.  
27 Subject to the same limitation, the Parties further request that FERC not include in the  
28 New Project License articles that are inconsistent with this Settlement, except as may be  
29 necessary to enable FERC to ascertain and monitor Licensee's compliance with the  
30 conditions of the New Project License and its rules and regulations under the FPA.

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

# ADMINISTRATIVE DRAFT – March 1, 2004

1           3.3    Relationship of Settlement to Section 7 Consultation. The Parties  
2 acknowledge that if FERC submits the PM&E measures stated in Appendix A as part of  
3 the proposed action for consultation under Section 7 of the ESA, FWS may in its lawful  
4 discretion identify PM&E measures different from or additional to those set forth in  
5 Appendix A and Appendix B to minimize the effects of take of listed species.  
6

7           3.4    Protection, Mitigation, and Enhancement Measures Recommended to be  
8 Included in the 401 Certification. The Parties respectfully request that the SWRCB  
9 accept and incorporate, without material modifications, as conditions to the 401  
10 Certification all the PM&E measures stated in Appendix A of the Settlement that are  
11 within the SWRCB’s jurisdiction under Section 401 of the CWA. The Parties further  
12 request that the SWRCB not include conditions to the 401 Certification that are  
13 inconsistent with this Settlement.  
14

15           3.5    Measures Agreed to that will not be Included in the New Project License  
16 or Section 4(e) Conditions. Measures agreed to among the Parties that are not to be  
17 incorporated in the New Project License or FS Section 4(e) Conditions are stated in  
18 Appendix B.  
19

## 20 21    **4.    Implementation of Settlement** 22

23  
24  
25           4.2    Support for Settlement and Issuance of New Project License. To the  
26 extent permitted by applicable law, the Parties shall support or advocate through  
27 appropriate written communications to FERC and FS, this Settlement and the PM&E  
28 measures stated in Appendix A hereto. For Resolved Subjects and subject to Paragraph  
29 3.2, the Parties agree not to propose, support, or communicate to FERC or FS any  
30 comments, recommended PM&E measures, or license conditions other than ones  
31 consistent with this Settlement. Prior to the issuance of the New Project License, and at  
32 the request of Licensee, the Parties shall timely support this Settlement in written  
33 communications to any other administrative agency with advisory or mandatory  
34 conditioning authority over issuance of the New Project License, provided this sentence  
35 shall not apply to the agency exercising the authority.  
36

### 37           4.3    Inconsistent License. 38

39           If FERC issues an Inconsistent License this Settlement shall be deemed  
40 modified to conform to the Inconsistent License, unless a Party provides Notice within  
41 30 days after FERC issues an order approving the Inconsistent License that (a) the Party  
42 does not accept the Inconsistent License , and (b) the Party is initiating the ADR  
43 procedures stated in Paragraphs 4.9.1 - 4.9.3. Before initiating the ADR, a Party shall  
44 make a Good Faith effort to meet and confer with other Parties to this Settlement. The  
45 Disputing Party (ies) may, in addition, initiate the appeal procedures described in  
46 Paragraph 4.4. If the New Project License does not contain all of the PM&E measures

## ADMINISTRATIVE DRAFT – March 1, 2004

1 stated in Appendix A because FERC or one of the agencies with mandatory conditioning  
2 authority expressly determines that it does not have jurisdiction to adopt or enforce the  
3 omitted PM&E measures, the Parties agree that they shall be bound by the entire  
4 Settlement, including those recommended PM&E measures omitted by FERC or the  
5 agency with mandatory conditioning authority, provided the New Project License  
6 contains those PM&E measures stated in Appendix A over which FERC and the agencies  
7 with mandatory conditioning authority determine they do have jurisdiction and the New  
8 Project License is otherwise consistent with this Settlement.

### 11 4.4 Appeal of Inconsistent License.

13 Any Party may petition for administrative rehearing and/or seek judicial  
14 review of any Inconsistent License. The ADR requirements stated in Paragraphs 4.9.1 -  
15 4.9.3 do not preclude any Party from timely filing for and pursuing administrative  
16 rehearing or judicial review of an Inconsistent License or any other New Project License  
17 article that relates to any subject not listed as a Resolved Subject. However, the Parties  
18 shall follow the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3 to the extent  
19 reasonably practicable while such appeal is being pursued. If any Party or non-Party files  
20 for administrative rehearing or judicial review of an Inconsistent License, Licensee's  
21 duties under this Settlement are suspended to the extent necessary to enable Licensee to  
22 comply with the Inconsistent License. If a Party has filed for administrative rehearing or  
23 judicial review of an Inconsistent License and the Parties subsequently agree to modify  
24 this Settlement to conform to the Inconsistent License, the filing Party (ies) shall  
25 withdraw the appeal, or recommend such withdrawal, as appropriate. This Settlement  
26 shall be deemed modified to conform to any final non-appealable administrative or  
27 judicial decision upholding a challenged Inconsistent License unless a Party provides  
28 Notice within 45 days after the date of the final decision that (a) the Party does not accept  
29 the Inconsistent License, and (b) the Party is initiating the ADR procedures stated in  
30 Paragraphs 4.9.1 - 4.9.3. Except as necessary to fulfill a statutory or regulatory  
31 responsibility or policy, the Parties have a continuing duty to support this Settlement, or  
32 as appropriate, recommend such support, during an administrative rehearing or judicial  
33 review. If there is disagreement about the need for such support between the requesting  
34 Party and any Party, those Parties shall meet and confer within 5 days of the request  
35 being made and shall make Good Faith efforts to resolve the disagreement.

38 4.5 Cooperation Among Parties. The Parties shall cooperate in the  
39 performance of this Settlement and compliance with related articles in the New Project  
40 License. The Parties shall cooperate in implementing the PM&E measures, conducting  
41 studies, performing monitoring, and conducting all other activities within their statutory  
42 or regulatory authorities related to the measures stated in Appendices A and B of this  
43 Settlement, as may be modified in the New Project License. Further, subject to  
44 Paragraph 2.5, inclusive of 2.5.1, and upon Licensee's request, the Parties shall provide  
45 written communications of support in any administrative approval that may be required

## ADMINISTRATIVE DRAFT – March 1, 2004

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

3  
4 4.5.1 Responsibility for Costs. Licensee shall pay for the cost of actions  
5 required of Licensee by this Settlement or the New Project License. Licensee shall have  
6 no obligation to reimburse or otherwise pay any other Party for its assistance,  
7 participation, or cooperation in any activities pursuant to this Settlement or the New  
8 Project License unless expressly agreed to by Licensee or as required by law.

9  
10 4.5.2 Licensee Solely Responsible for Operations of Project. Except as  
11 expressly provided in this Settlement, by entering into this Settlement none of the Parties,  
12 except for Licensee, have accepted any legal liability or responsibility for the operation of  
13 the Project.

14  
15 4.5.3 Availability of Funds. Implementation of this Settlement for a  
16 Party that is a federal agency is subject to the requirements of the Anti-Deficiency Act,  
17 31 United States Code, Section 1341, and the availability of appropriated funds. Nothing  
18 in this Settlement is intended nor shall be construed to require the obligation,  
19 appropriation, or expenditure of any money from the U.S. Treasury. The Parties  
20 acknowledge that the Parties that are federal agencies shall not be required under this  
21 Settlement to expend any federal agency's appropriated funds unless and until an  
22 authorized official of each such agency affirmatively acts to commit such expenditures as  
23 evidenced in writing. Implementation of this Settlement by Parties that are state or local  
24 agencies is subject to the availability of appropriated funds. Nothing in this Settlement is  
25 intended nor shall be construed to require the obligation, appropriation, or expenditure of  
26 any money from the Treasury of the State of California or Plumas County. The Parties  
27 acknowledge that the Parties that are state or local agencies shall not be required under  
28 this Settlement to expend any appropriated funds unless and until an authorized official  
29 of each such agency affirmatively acts to commit such expenditures as evidenced in  
30 writing.

31  
32 4.5.4 FS Participation in Settlement. FS is not included in the definition  
33 of the words "Party" or "Parties" as used in Paragraphs 3.1, 3.2, 4.1, 4.2, 4.3.  
34 Additionally, FS' obligations under and participation in this Settlement are fulfilled upon  
35 issuance of a New Project License containing final Section 4(e) Conditions that are no  
36 longer subject to administrative appeal or judicial review. Notwithstanding any provision  
37 to the contrary, nothing in this Settlement is intended or shall be construed to create FS  
38 authority over a subject that is not within its existing authority.

39  
40 4.5.5 Escalation of Costs. Unless otherwise indicated, costs specified as  
41 a year 2004 cost basis shall be escalated (starting in January 2005) based on the U. S.  
42 Gross Domestic Product - Implicit Price Deflator (GDP-IPD). Costs not specified as a  
43 year 2004 cost basis are constant dollars not subject to escalation.

44  
45 4.6 Implementation Schedule. Implementation of the PM&E measures stated  
46 in Appendix A shall begin after issuance of the New Project License and consistent with

## ADMINISTRATIVE DRAFT – March 1, 2004

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

### 9 10 4.7 Reopener or Amendment of New Project License.

11  
12 4.7.1 Reopener. Except as required to fulfill statutory or regulatory  
13 responsibilities or as provided in Paragraph 4.7.2, a Party to this Settlement may seek to  
14 modify, or otherwise reopen during the term of this Settlement the PM&E measures from  
15 this Settlement included in the New Project License, only if and when significant new  
16 information not known or understood as of the date of issuance of the New Project  
17 License reasonably demonstrates that such proposed modification or other cause of  
18 reopener is in furtherance of the public interest under the FPA or other applicable law. In  
19 such an event, that Party shall provide Licensee at least 90-days Notice to consider the  
20 new information and that Party's position. A Party shall not be required to comply with  
21 this 90-day Notice provision if it believes an emergency situation exists, or if required to  
22 meet its responsibilities under applicable law. Notwithstanding the provisions of this  
23 paragraph, any Party may seek to reopen the New Project License to implement future  
24 changes in applicable law, or to protect Beneficial Uses through coordinated operations  
25 of this Project, Rock Creek – Cresta Project (FERC No. 1962), and Poe Project (FERC  
26 No. 2107), in connection with the relicensing proceedings for the latter project.

27  
28 4.7.2 Amendment. Nothing in this Settlement is intended nor shall be  
29 construed to affect or limit the right of Licensee to seek amendments of the New Project  
30 License, provided that Licensee may seek a Project license amendment which would be  
31 inconsistent with this Settlement only if Licensee, relying on significant new information  
32 not known or understood as of the date of issuance of the New Project License, can  
33 reasonably demonstrate that the amendment is in furtherance of the public interest under  
34 the FPA or other applicable law. Prior to filing a proposed license amendment which  
35 relates to a Resolved Subject or would otherwise be inconsistent with this Settlement,  
36 Licensee shall provide the Parties at least 90-day Notice of its intention to do so, and  
37 shall promptly consult with Parties responding within 30 days of such Notice regarding  
38 the need for and the purpose of the amendment. Licensee shall not be required to comply  
39 with this 90-days Notice provision if it believes an Emergency exists or if required to  
40 meet its responsibilities under applicable law or an order of an agency with jurisdiction  
41 over Licensee. In any application for a Project license amendment that relates to a  
42 Resolved Subject or is otherwise inconsistent with this Settlement, Licensee shall provide  
43 with its application documentation of its consultation with the responsive Parties,  
44 summarize the positions and recommendation of the responsive Parties and provide its  
45 response to those positions and recommendations. Licensee shall not oppose an  
46 intervention request by any Party that satisfies FERC's procedural requirements in a

## ADMINISTRATIVE DRAFT – March 1, 2004

1 proceeding for a Project license amendment that any Party has concluded would be  
2 inconsistent with this Settlement. A Project license amendment that, as approved by  
3 FERC, would be inconsistent with this Settlement is subject to Paragraph 4.3. Further, a  
4 Project license amendment that, as approved by FERC, would be inconsistent with this  
5 Settlement may be considered by a Party as significant new information, allowing that  
6 Party to invoke the reopener provision in Paragraph 4.7.1.

7  
8 4.8 Amendment of Settlement. This Settlement may be amended at any time  
9 after Notice, with the unanimous agreement of all Parties still in existence and responsive  
10 within 30 days of such Notice. Any amendment of this Settlement shall be in writing and  
11 executed by the responding Parties.

### 12 4.9 Dispute Resolution

13 4.9.1 General. Except to the extent that FERC, FS, or other agency with  
14 jurisdiction over a Resolved Subject has a procedure that precludes implementation of  
15 Paragraph 4.9.1 - 4.9.3, all disputes among the Parties regarding any Party's performance  
16 or compliance with this Settlement, including resolution of any disputes related to an  
17 Inconsistent License, shall be the subject of a non-binding alternative dispute resolution  
18 ("ADR") procedure among the Disputing Parties, as stated in Paragraphs 4.9.1 - 4.9.3.  
19 Each Party participating in a dispute ("Disputing Party," or collectively, "Disputing  
20 Parties") shall cooperate in Good Faith to promptly schedule, attend and participate in the  
21 ADR. The Disputing Parties agree to devote such time, resources and attention to the  
22 ADR as is needed to attempt to resolve the dispute at the earliest time possible. Each  
23 Disputing Party shall implement promptly all final agreements reached, consistent with  
24 its applicable statutory and regulatory responsibilities. Nothing in Paragraphs 4.9.1 -  
25 4.9.3 is intended nor shall be construed to affect or limit the authority of FERC, FS, or  
26 other agency with jurisdiction over a Resolved Subject, to resolve a dispute brought  
27 before it in accordance with its own procedure and applicable law.  
28  
29

30 4.9.2 ADR Procedures. A Party claiming a dispute shall give Notice of  
31 the dispute within 30 days of the Party's actual knowledge of the act, event, or omission  
32 that gives rise to the dispute, unless this Settlement provides otherwise. If the dispute  
33 includes a claim regarding an Inconsistent License and the claim arises prior to rehearing  
34 or appeal, the Notice shall be made within the time periods specified in Paragraphs 4.3. If  
35 the dispute includes a claim regarding an Inconsistent License, and the claim arises  
36 during or after rehearing or appeal, the Notice shall be made within the time period  
37 specified in Paragraphs 4.4.. At a minimum and in any dispute subject to these ADR  
38 procedures, the Disputing Parties shall hold two informal meetings within 30 days after  
39 Notice, to attempt to resolve the disputed issue(s). Any Disputing Party may request that  
40 a FERC employee facilitate these informal meetings to assist in resolving the dispute. If  
41 the informal meetings fail to resolve the dispute, the Disputing Parties shall attempt to  
42 resolve the dispute using a neutral mediator jointly selected within 15 days after Notice  
43 by a Disputing Party that the informal meetings did not resolve the dispute. The  
44 Disputing Parties shall select a mediator from the sources described in 18 CFR  
45 §385.604(c)(3). Absent an agreement for equitable allocation of costs of the mediator, the  
46

## ADMINISTRATIVE DRAFT – March 1, 2004

1 Parties shall select a FERC employee as mediator. The mediator shall mediate the  
2 dispute during the next 60 days after his or her selection. Any of these time periods may  
3 be reasonably extended or shortened by agreement of the Disputing Parties, or as  
4 necessary to conform to the procedure of an agency or court with jurisdiction over the  
5 dispute. Unless otherwise agreed among the Disputing Parties, each Disputing Party  
6 shall bear its costs for its own participation in the ADR procedures.

7  
8 4.9.3 Enforcement of Settlement After Dispute Resolution. Any Party  
9 may seek in a court of competent jurisdiction specific performance of this Settlement by  
10 any other Party, after compliance with the ADR procedures stated in Paragraphs 4.9.1 -  
11 4.9.3. No Party shall be liable in damages for any breach of this Settlement, any  
12 performance or failure to perform a mandatory or discretionary obligation imposed by  
13 this Settlement, or any other cause of action arising from this Settlement. The time used  
14 to comply with the ADR procedures shall be excluded from computing any applicable  
15 statute of limitations, except where applicable law precludes such exclusion when  
16 computing time. Nothing in Paragraphs 4.9.1 - 4.9.3 is intended nor shall be construed to  
17 affect or limit the jurisdiction of any agency or court as established under applicable law.

### 18 19 4.10 Withdrawal From Settlement.

20  
21 4.10.1 Withdrawal of a Party from Settlement. A Party may withdraw  
22 from this Settlement only in the following circumstances: (a) a Disputing Party claiming  
23 a material breach or violation of this Settlement may withdraw once the Party has  
24 complied with the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3 to attempt to  
25 resolve the dispute; or (b) a Party objecting to a final and non-appealable order issuing an  
26 Inconsistent License may withdraw once the Party has complied with the ADR  
27 procedures stated in Paragraphs 4.9.1 - 4.9.3 to attempt to resolve the objection. In  
28 addition, Licensee may withdraw as provided in Paragraph 4.10.2. In addition, when  
29 required to fulfill a statutory or regulatory responsibility, a Party that is an agency may  
30 suspend participation or, if necessary, withdraw from this Settlement, without first using  
31 the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3. Finally, a Party may withdraw as  
32 provided in Paragraph 5.3.

33  
34 4.10.2 Withdrawal of Licensee from Settlement. In addition to the  
35 provisions of Paragraph 4.10.1, Licensee may withdraw from this Settlement without first  
36 complying with the ADR procedures stated in Paragraphs 4.9.1 - 4.9.3 if a Party does not  
37 execute or withdraws from this Settlement, and Licensee reasonably determines at its sole  
38 discretion that the failure to execute or the withdrawal (a) may adversely affect the  
39 likelihood of FS issuing final Section 4(e) Conditions consistent with this Settlement; (b)  
40 may adversely affect FERC's issuance of a New Project License consistent with this  
41 Settlement; (c) may adversely affect the likelihood of SWRCB issuing a 401 Certification  
42 consistent with this Settlement; or (d) substantially diminishes the value of this  
43 Settlement to Licensee. Licensee shall exercise the right to withdraw from this  
44 Settlement as provided in this paragraph within 30 days of Licensee's knowledge of the  
45 event creating the right to withdraw.

## ADMINISTRATIVE DRAFT – March 1, 2004

1                   4.10.3 Method of Withdrawal. A Party may exercise its right to withdraw  
2 from this Settlement by giving Notice. Withdrawal is effective 10 calendar days after  
3 Notice. A Party that is an agency may suspend participation in this Settlement as  
4 provided in Paragraph 4.10.1 by giving Notice.

5  
6                   4.10.4 Continuity After Withdrawal. The withdrawal of a Party, other  
7 than Licensee, does not terminate this Settlement for the remaining Parties. If a Party  
8 withdraws from this Settlement, the withdrawing Party shall not be bound by any term  
9 contained in this Settlement.

10  
11                  4.11 Termination of Settlement. This Settlement shall terminate as to all  
12 Parties and have no further force or effect upon expiration of the New Project License  
13 and any annual licenses issued after expiration thereof or upon withdrawal from this  
14 Settlement of Licensee. If this Settlement is terminated, this Settlement and all  
15 documents related to its development, execution, and submittal to FERC shall be deemed  
16 confidential and shall not be discoverable or admissible in any forum or proceeding for  
17 any purpose to the fullest extent allowed by applicable law, including 18 C.F.R. §  
18 385.606. This provision does not apply to the results of resource studies or other  
19 technical information developed for use by the Collaborative.

20  
21 4.12 Addition of Signatory to Settlement. Upon the request by an individual, entity or  
22 agency to become a signatory to this Settlement, the Parties shall proceed in accordance  
23 with the provisions in Paragraph 4.8, Amendment for Settlement.

### 24 25 **5. General Provisions**

26  
27                  5.1 Non-Severable Terms of Settlement. The terms of this Settlement are not  
28 severable one from the other. This Settlement is made on the understanding that each  
29 term is in consideration and support of every other term, and each term is a necessary part  
30 of the entire Settlement.

31  
32                  5.2 No Third Party Beneficiaries. Without limiting the applicability of rights  
33 granted to the public pursuant to applicable law, this Settlement shall not create any right  
34 or interest in the public, or any member thereof, as a third party beneficiary hereof, and  
35 shall not authorize any non-Party to maintain a suit at law or equity pursuant to this  
36 Settlement. The duties, obligations and responsibilities of the Parties with respect to  
37 third parties shall remain as imposed under applicable law.

38  
39                  5.3 Successors and Assigns. This Settlement shall apply to, and be binding on,  
40 the Parties and their successors and assigns. Upon completion of a succession or  
41 assignment, the initial Party shall no longer be a Party to this Settlement. No change in  
42 ownership of the Project or transfer of the existing or New Project License by Licensee  
43 shall in any way modify or otherwise affect any other Party's interests, rights,  
44 responsibilities or obligations under this Settlement. Unless prohibited by applicable law,  
45 Licensee shall provide in any transaction for a change in ownership of the Project or  
46 transfer of the existing or New Project License, that such new owner shall be bound by,

## ADMINISTRATIVE DRAFT – March 1, 2004

1 and shall assume the rights and obligations of this Settlement upon completion of the  
2 change of ownership and approval by FERC of the license transfer. In the event  
3 applicable law prohibits the new owner from assuming the rights and obligations of this  
4 Settlement, any Party may withdraw from this Settlement. A transferring or assigning  
5 Party shall provide Notice to the other Parties at least 30 days prior to completing such  
6 transfer or assignment.

7  
8       5.4 Failure to Perform Due to Force Majeure. No Party shall be liable to any  
9 other Party for breach of this Settlement as a result of a failure to perform or for delay in  
10 performance of any provision of this Settlement due to any cause reasonably beyond its  
11 control. This may include, but is not limited to, natural events, labor or civil disruption,  
12 or breakdown or failure of Project works. The Party whose performance is affected by a  
13 force majeure shall notify the other Parties in writing within seven (7) days after  
14 becoming aware of any event that such affected Party contends constitutes a force  
15 majeure and results in a material deviation from the terms of this Settlement. Such notice  
16 shall: (a) identify the event causing the delay or anticipated delay; (b) estimate the  
17 anticipated length of delay; (c) state the measures taken or to be taken to minimize the  
18 delay; and (d) estimate the timetable for implementation of the measures. The affected  
19 Party shall make all reasonable efforts to promptly resume performance of this  
20 Settlement, and, when able to resume performance of its obligations and give the other  
21 Parties written notice to that effect.

22  
23       5.5 Governing Law. The New Project License and any other terms of this  
24 Settlement over which a federal agency has jurisdiction shall be governed, construed, and  
25 enforced in accordance with the statutory and regulatory authorities of such agency. This  
26 Settlement shall otherwise be governed and construed under the laws of the State of  
27 California. By executing this Settlement, no federal agency is consenting to the  
28 jurisdiction of a state court unless such jurisdiction otherwise exists. All activities  
29 undertaken pursuant to this Settlement shall be in compliance with all applicable law.

30  
31       5.6 Elected Officials Not to Benefit. No member of or delegate to Congress  
32 shall be entitled to any share or part of this Settlement or to any benefit that may arise  
33 from it.

34  
35       5.7 No Partnership. Except as otherwise expressly set forth herein, this  
36 Settlement does not and shall not be deemed to make any Party the agent for or partner of  
37 any other Party.

38  
39       5.8 Reference to Regulations. Any reference in this Settlement to any federal  
40 or state regulation shall be deemed to be a reference to such regulation, or successor  
41 regulation, in existence as of the date of the action.

42  
43       5.9 Notice. Except as otherwise provided in this paragraph, any Notice  
44 required by this Settlement shall be written. It shall be sent to all Parties still in existence  
45 by first-class mail or comparable method of distribution, and shall be filed with FERC.  
46 For the purpose of this Settlement, a Notice shall be effective 7 days after the date on

## ADMINISTRATIVE DRAFT – March 1, 2004

1 which it is mailed or otherwise distributed. When this Settlement requires Notice in less  
2 than 7 days, Notice shall be provided by telephone, facsimile or electronic mail and shall  
3 be effective when provided. For the purpose of Notice, the list of authorized  
4 representatives of the Parties as of the Effective Date is attached as Appendix C. The  
5 Parties shall provide Notice of any change in the authorized representatives designated in  
6 Appendix C and Licensee shall maintain the current distribution list of such  
7 representatives.  
8

9           5.10 Paragraph Titles for Convenience Only. The titles for the paragraphs of  
10 this Settlement are used only for convenience of reference and organization, and shall not  
11 be used to modify, explain, or interpret any of the provisions of this Settlement or the  
12 intentions of the Parties.  
13

### 14 **6. Execution of Settlement**

15           6.1 Signatory Authority. Each signatory to this Settlement certifies that he or  
16 she is authorized to execute this Settlement and to legally bind the Party he or she  
17 represents, and that such Party shall be fully bound by the terms hereof upon such  
18 signature without any further act, approval, or authorization by such Party.  
19  
20  
21  
22

23           6.2 Signing in Counterparts. This Settlement may be executed in any number  
24 of counterparts, and each executed counterpart shall have the same force and effect as an  
25 original instrument as if all the signatory Parties to all of the counterparts had signed the  
26 same instrument. Any signature page of this Settlement may be detached from any  
27 counterpart of this Settlement without impairing the legal effect of any signatures  
28 thereon, and may be attached to another counterpart of this Settlement identical in form  
29 hereto but having attached to it one or more signature pages.  
30

31  
32 WHEREFORE, for valuable consideration, which is hereby acknowledged, and by  
33 authorized representatives, the Parties execute this Settlement effective as of  
34 \_\_\_\_\_  
35

**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-water 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

## ADMINISTRATIVE DRAFT – March 1, 2004

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.

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

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

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

## ADMINISTRATIVE DRAFT – March 1, 2004

1  
2 B. Pulse Flow Monitoring (Gravel Monitoring Plan): The Licensee shall, within 12  
3 months of license issuance, develop and begin implementing a Gravel Monitoring  
4 Plan, in consultation with the FS, CDFG, FWS, SWRCB, and other Parties. The  
5 Gravel Monitoring Plan must be approved by the FS and filed with FERC. . The plan  
6 shall evaluate movement of sediment that occurs during scheduled Pulse Flow events  
7 and other flow events in the Belden and Seneca Reaches of a similar magnitude as  
8 scheduled Pulse Flows. Emphasis shall be placed on monitoring the movement of  
9 spawning-sized gravel and recruitment of similar-sized material into the Belden and  
10 Seneca Reaches. If, after review of the data collected through the Gravel Monitoring  
11 Plan the FS, CDFG, FWS, and SWRCB determine that the Pulse Flows appear to  
12 have a detrimental impact on the availability and distribution of spawning-sized  
13 gravel, the agencies may propose revisions to the magnitude or duration of the  
14 scheduled Pulse Flows for any given month, provided that the total volume of water  
15 released for each Pulse Flow event (including the water released during the ramp up  
16 and ramp down periods) shall not exceed 1,800 AF. Assuming the agencies propose  
17 such revised schedule, Licensee shall file the proposal with FERC for its approval  
18 (Janet will provide language) ~~of a different magnitude or duration would be~~  
19 beneficial, the Pulse Flow schedule shall be altered to better achieve the desired  
20 results. The proposed, revised schedule of Pulse Flows shall be approved by the FS  
21 and filed with FERC. Regardless of changes made to the magnitude and duration of a  
22 pulse flow, the total volume of water that is allocated for Pulse Flows in each year  
23 shall not increase beyond the volume described in Paragraph 3 of this Section XXI.  
24

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

35 **5. Streamflow Measurement.** For the purpose of determining the river stage and  
36 Minimum Streamflow below Canyon Dam and Belden Forebay Dam, Licensee shall  
37 operate and maintain the existing gages at NF-2 and NF-70 (United States Geological  
38 Survey (“USGS”) gages 11399500 and 11401112, respectively) consistent with all  
39 requirements of FERC and under the supervision of the USGS. Any modification of the  
40 gage facilities at NF-2 and NF-70 that may be necessary to measure the new Minimum  
41 Streamflow releases shall be completed within three years after issuance of the New  
42 Project License. Licensee shall record instantaneous 15-minute streamflow as required  
43 by USGS standards at NF-2 and NF-70. The instantaneous 15-minute streamflow at  
44 these gages shall be at least 90 percent of the Streamflows set forth in Tables A-1 and A-  
45 2 above provided that the individual mean daily flows shall be equal to or greater than the  
46 Minimum Streamflow as shown on Table A-1 and A-2.

ADMINISTRATIVE DRAFT – March 1, 2004

1  
2 **6. Ramping Rates.** For the preservation and improvement of aquatic resources in the  
3 Project area, Licensee shall control river flows by ramping streamflow releases from  
4 Project dams as provided in this Paragraph 6. Ramping Rates shall not apply to releases  
5 from Project Powerhouses (excluding Oak Flat Powerhouse) or Uncontrolled Spills from  
6 Project dams.

7  
8 A. Basic Ramping Rates: During periods when ramping can be controlled, Ramping  
9 Rates shall apply to releases made from Canyon Dam and Belden Dam. Ramping  
10 Rates shall be followed during releases made to provide Pulse Flows and recreation  
11 river flows, and all other releases from Canyon Dam and Belden Dam that the  
12 Licensee makes for operational purposes. Monthly changes in Minimum Streamflow  
13 releases shall be made in a single step because the change is always less than the  
14 Ramping Rate criterion. Licensee shall follow the Basic Ramping Rate as close as  
15 reasonably practicable given gate and other operating limitations:

16  
17 Canyon Dam: 0.5 ft/hr up and down, in all months, as measured at NF-2; and  
18 Belden Dam: 0.5 ft/hr up and down, in all months, as measured at NF-70.

19  
20 Changes in Canyon Dam streamflow releases, because of gate size and other factors,  
21 may exceed the Ramping Rate in any particular hour, but Licensee shall make a Good  
22 Faith effort to return to the overall Basic Ramping Rate in the next and subsequent  
23 hours.

24  
25 B. Revision to Ramping Rates: In the event that studies or monitoring during the  
26 term of the License identify the need for modifications to ramping rates, the Licensee  
27 shall consult with the FS, FWS, CDFG, SWRCB and other Parties to establish more  
28 appropriate rates. New Ramping Rates for Pulse Flows shall not result in an increase in  
29 the total volume of water that is required to be released when the new Basic Ramping  
30 Rates are applied to geomorphic Pulse Flows. The total volume of water released for a  
31 Recreation River Flow shall not exceed 110% of the flow volume resulting from the  
32 releases specified in Section 2, Table B when the new basic ramping rates are applied.  
33 For example, the total volume of water released during a recreation river flow in July of a  
34 Normal water year is (insert #) AF when the Basin Ramping Rate is applied to the  
35 required 750 cfs release amount set forth in Section 3, Table B. According, if the Basic  
36 Ramping Rate is revised, the total volume of water released for that same month when  
37 the revised Ramping Rate is applied shall not exceed (insert same # as above) AF.  
38 Depending upon how the Basic Ramping Rate is revised, the volume limitations  
39 described above may require a corresponding change in the magnitude or duration of the  
40 scheduled Pulse Flows or recreation river flows.

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

## ADMINISTRATIVE DRAFT – March 1, 2004

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

18  
19 **8. Lower Butt Creek Streamflow and Habitat Monitoring.** In addition to maintaining  
20 gages at NF-2 and NF-70 as provided in Paragraph 5 above, Licensee shall rehabilitate,  
21 as necessary, and maintain an existing streamflow gaging station located on Lower Butt  
22 Creek designated by Licensee as NF-9. An approximate rating curve shall be maintained  
23 with periodic spot checks and re-rating as necessary. The gage and the data collected at  
24 the gage shall not be required to meet USGS standards. This gage shall be read each year  
25 on or about April 1, June 1, August 1 and October 1.

26  
27 Within 12 months of license issuance, Licensee in consultation with FS, FWS, SWRCB,  
28 CDFG, and Parties, shall develop and submit to FERC for its approval a plan to monitor  
29 and assess aquatic habitat quality in Lower Butt Creek between Butt Valley Dam and the  
30 confluence with the NFFR. This monitoring plan shall include evaluation of habitat  
31 quality at intervals of 3 to 5 years, depending on Water Year Type and other appropriate  
32 factors. If the Licensee, in consultation with FS, FWS, SWRCB and CDFG, concludes  
33 that habitat quality in Lower Butt Creek has degraded and that Pulse Flows would  
34 provide a significant benefit, then Licensee shall implement Pulse Flows as described in  
35 Paragraph 4 above.

36  
37 If the monitoring plan demonstrates that the Lower Butt Creek weir is blocking fish  
38 passage, then within one year Licensee shall remove or modify the existing weir to allow  
39 fish passage.

40  
41  
42 **9. Seneca, Butt and Belden Reaches Biological Monitoring.** Within one year of license  
43 issuance, and after consultation with the FS, FWS, SWRCB, CDFG and Parties, the  
44 Licensee shall file with the Commission a fish population, benthic macroinvertebrate, and  
45 amphibian monitoring plan outlining sampling that shall be conducted in the Upper North  
46 Fork Feather River Project Seneca, Butt Creek and Belden bypass reaches. The plan

## ADMINISTRATIVE DRAFT – March 1, 2004

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

15  
16 The Licensee shall provide results of monitoring and any flow change recommendations  
17 to FERC, FS, FWS, SWRCB, CDFG and Parties in a draft technical report prepared by  
18 June of the year following completion of each sampling effort. The Licensee shall  
19 finalize the technical report by the following December. In addition to describing the  
20 results, the report is to compare results with those of previous surveys. The fish-based  
21 sampling shall discuss implications regarding trends in fish abundances. The benthic  
22 macroinvertebrate sampling report shall enumerate any changes over time regarding the  
23 composition of functional feeding groups, overall population heterogeneity and  
24 robustness, and pollution tolerance/intolerance trends.

25  
26 Regardless of changes made to the magnitude and duration of a Minimum Stream Flows,  
27 the total annual volume of water that is allocated for Minimum Stream Flows in any  
28 given Water Year Type shall not exceed the total annual volume of water for that Water  
29 Type Year set forth in Tables A-1 and A-2. (Janet will provide language here)  
30  
31

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

43  
44 D. Monitoring: Licensee shall prepare and submit to the FS and SWRCB for their  
45 review and approval, concurrent with the TRG recommendation, a Belden Reach  
46 Recreation Test River Flow Evaluation Plan. Upon FS and SWRCB approval,

## ADMINISTRATIVE DRAFT – March 1, 2004

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

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

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

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

ADMINISTRATIVE DRAFT – March 1, 2004

**Table B – Belden Reach Recreation River Flow Schedule \***

	Release amount in Cubic Feet per Second (cfs)		Release Days per Month			
	Dry/ Crit. Dry	Normal/ Wet	Crit. Dry Start	Crit. Dry Cap	Dry/ Normal/ Wet Start	Dry/ Normal/ Wet Cap
July	650	750	1 day	1 day	1 day	2 days
Aug	650	750	1 day	1 day	1 day	2 days
Sep	650	750	1 day	1 day	1 day	2 days
Oct	650	750	1 day	1 day	1 day	2 days

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

**(Sue will draft language to describe up and down triggers and evaluation process)**

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 ~~boater use days~~ **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.

## ADMINISTRATIVE DRAFT – March 1, 2004

1  
2 C. Recreation River Flow Postponement:

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

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

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

24 ~~During scheduled recreation river flows, Licensee shall count observed boater use in~~  
25 ~~boater days to determine whether recreation river flow release days should be added~~  
26 ~~or subtracted. One boater day is defined as use of the Belden Reach for boating by~~  
27 ~~one person for any part of a given day. One day of recreation river flow shall be~~  
28 ~~added to the recreation river flow schedule the next year if the number of boater days~~  
29 ~~exceeds the up trigger for each day in a particular month of that year. One day of~~  
30 ~~recreation river flow shall be subtracted from the recreation river flow schedule for~~  
31 ~~the next year if the number of boater days is less than the down trigger for each day~~  
32 ~~in a particular month of that year. Days shall be added or subtracted in the same~~  
33 ~~month in which the boater days were observed to meet the up and down boater day~~  
34 ~~triggers. Recreation river flow releases shall not decrease below 1 day per month and~~  
35 ~~shall not exceed the cap defined in Table B. Recreation river flow release days shall~~  
36 ~~not be added or subtracted during any period of recreation test river flows conducted~~  
37 ~~pursuant to Paragraph 2(C) above.~~

38  
39 The Licensee shall develop and implement a visitor survey to determine if visitors would  
40 choose to return to recreate on the Belden reach based on their experience related to  
41 number of boats encountered on the river. The visitor survey questionnaire and  
42 methodology shall be approved by the TRG. These data, along with boat counts, will be  
43 analyzed to statistically determine the use level at which at least 40% of boaters surveyed  
44 say they would not choose to return to the Belden reach because of encounters with other  
45 boaters. The TRG will decide if the trigger for adding/deleting days, based on number of  
46 boats per day, should be amended based on this analysis.

ADMINISTRATIVE DRAFT – March 1, 2004

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

~~D.~~  
~~D.F.~~ Streamflow Information. Through a third party or other mechanism, Licensee shall make available on the Internet, a calendar that lists the dates of March Pulse Flow in the Seneca Reach and any scheduled Pulse Flow or recreation river flow releases in the Belden Reach. The calendar shall state the timing and magnitude of the scheduled flow release. The March Pulse Flow release in the Seneca Reach will be posted by February 15 and the scheduled summer releases in the Belden Reach will be posted by May 15. If the Licensee anticipates releasing flows of a similar magnitude and duration as a scheduled Pulse Flow in the Seneca or Belden Reaches it shall post an estimate of the release magnitude and duration of the flow.

~~D.~~

1 **Section 3. Reservoir Operation**  
2

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

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

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

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

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

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

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

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

## ADMINISTRATIVE DRAFT – March 1, 2004

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

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

20  
21  
22 **7. Emergencies.** In the event of an Emergency, Licensee is authorized to take such  
23 immediate action as may be necessary to reduce the risk.

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

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

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

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

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

## ADMINISTRATIVE DRAFT – March 1, 2004

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

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 10<sup>th</sup>, notify  
21 FS, CDFG, FWS, SWRCB, and Plumas within 15 days, and operate the Project based on  
22 that forecast for the remainder of that month and until the next forecast. New forecasts  
23 will be made on or about the tenth of February, March, April, and May after the snow  
24 surveys are completed, and operations will be changed as appropriate. In making the  
25 forecast each month, average precipitation conditions will be assumed for the remainder  
26 of the water year. The May forecast shall be used to establish the Water Year Type for  
27 the remaining months of the year and until the next January 10, when forecasting shall  
28 begin again. Licensee shall provide notice to FERC, SWRCB, CDFG, FS, FWS, Plumas,  
29 and other Parties of the final Water Year Type determination within 15 days of making  
30 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~~ **Beneficial uses** ~~Uses~~ of Project waters and ~~allow for to~~  
6 ~~identification of~~ any trends ~~in water quality conditions~~ ~~changes in water quality~~ that  
7 may occur over time.  
8

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

10 A. Selected Water Quality Monitoring: The Licensee shall conduct a special study to  
11 investigate the dissolved cadmium concentrations and specific conductance levels in  
12 waters of the UNFFR observed in 2002-2003. ~~Licensee shall take one sample at This~~  
13 ~~monitoring effort shall be conducted at 20 specified~~ locations throughout the upper  
14 watershed ~~each spring, summer and fall. Sampling and~~ shall include analysis of  
15 dissolved cadmium, total hardness and *in situ* parameters (temperature, dissolved  
16 oxygen (“DO”), pH, specific conductance, and turbidity). ~~Water quality monitoring~~  
17 ~~shall be conducted seasonally (spring, summer, and fall).~~  
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 ~~either (a)~~ cadmium ~~or and~~ specific conductance levels consistently meet water  
29 quality objectives outlined in the Basin Plan and the USEPA California Toxics  
30 Rule (“CTR”) for Freshwater Aquatic Life and National Recommended Ambient  
31 Water Quality (“NRAWQ”) or ~~(b) that~~ 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. ~~Licensee shall select Sampling sampling~~ ~~shall be selected~~ based  
40 on criteria that include: (a) swimming and other water contact recreation activities are  
41 known to occur in the area, and (b) there are sources for potential introduction of  
42 pathogens to the water column in the immediate vicinity. Five samples shall be  
43 collected at each of the 10 sampling locations during the 30-day period that spans  
44 either the Independence Day Holiday (June-July) or the Labor Day Holiday (August-  
45 September), using the five samples in 30-days methodology ~~as outlined in the Basin~~  
46 Plan.

ADMINISTRATIVE DRAFT – March 1, 2004

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

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

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

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

Butt Valley Reservoir

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

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

Belden Forebay

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

Sample:	A) Smallmouth Bass	(6 individuals)
---------	--------------------	-----------------

ADMINISTRATIVE DRAFT – March 1, 2004

- 1 Rainbow Trout (6 individuals)
- 2 Sacramento Sucker (2 composites<sup>1</sup> of 3 individuals)
- 3 or
- 4 B) Smallmouth Bass (3 composites<sup>1</sup> of 3 individuals)
- 5 Rainbow Trout (3 composites<sup>1</sup> of 3 individuals)
- 6 Sacramento Sucker (2 composites<sup>1</sup> of 3 individuals)

7  
8 <sup>1</sup>Composites must fall within a 25% range in total length.

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

12  
13 Lake Almanor

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

- 15 Sample: Smallmouth Bass (18 individuals)
- 16 Brown Trout<sup>1</sup> (9 individuals)
- 17 Brown Bullhead (2 composites<sup>2</sup> of 3 individuals)

18  
19 <sup>1</sup>Sacramento Pikeminnow may be substituted, if brown trout cannot  
20 be reasonably obtained.

21 <sup>2</sup>Composites must fall within a 25% range in total length.

22  
23 ~~D. Canyon Dam Mitigation Measures Evaluation: Licensee shall monitor and~~  
24 ~~evaluate the adequacy and efficacy of the mitigation measure of the seasonal gate~~  
25 ~~switching at the Canyon Dam Intake structure, which is designed~~In order to reduce  
26 odor and suspended metals while maintaining appropriate water temperatures below  
27 Canyon Dam in the Seneca Reach, Licensee shall switch from the low-level gate  
28 (4422' PG&E datum) to the upper-level (4467' PG&E datum) on September 15. The  
29 flow release will be switched back to the low-level gate on or after November 1.  
30 Licensee shall monitor and evaluate the adequacy and efficacy of the Canyon Dam  
31 mitigation measure by conducting one in-situ water quality profile per month near the  
32 Canyon Dam intake structure in Lake Almanor during the months of June, July,  
33 August, September and October. The profile ~~Profiles~~ of in-situ parameters,  
34 including ~~shall include~~ DO, temperature, pH, specific conductance, and turbidity ~~shall~~  
35 ~~be collected at 1 meter intervals at Canyon Dam in Lake Almanor during June, July,~~  
36 ~~August, September, and October~~ to monitor the onset of reduced oxygen conditions in  
37 the hypolimnion of Lake Almanor. During the September and October sampling  
38 events, Licensee shall also collect samples at the surface and bottom of Lake Almanor  
39 near the Canyon Dam intake structure and at three locations in the Seneca Reach and  
40 analyze them for Hydrogen-hydrogen sulfide, iron, manganese, and arsenic, and in  
41 situ water quality parameters will also be collected at all stations, shall be measured at  
42 ~~the surface and bottom of Lake Almanor and at three locations in the Seneca Reach of~~  
43 ~~the UNFFR during September and October.~~ During the October sampling event,  
44 Licensee shall also collect and analyze one Sediment-sediment samples shall be  
45 collected and analyzed near the Canyon Dam intake structure for hydrogen sulfide,

## ADMINISTRATIVE DRAFT – March 1, 2004

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

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

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

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

43  
44 1. Frequency: Lake Almanor water quality monitoring shall be conducted  
45 seasonally (spring summer, and fall) once every five (5) years beginning in Year 3  
46 after license issuance, and shall continue through the term of the New Project

## ADMINISTRATIVE DRAFT – March 1, 2004

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

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

<i>Total Metals<sup>1</sup></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<sup>2</sup></i>	MTBE
			TPHG
<i>Minerals</i>	Calcium		BTEX ( <del>Surface only</del> )
	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		

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

<sup>2</sup>Analysis for petroleum products is from the surface samples only.

**3. Reporting and Agency Consultations**

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

## ADMINISTRATIVE DRAFT – March 1, 2004

1 B. The measures described in Section 5, Paragraph 2 and clarified by plans  
2 developed according to Section 5, Paragraph ~~2-3 (A)~~ shall outline the monitoring  
3 efforts to be implemented in the first five years of the license. This monitoring  
4 program is intended to be adaptive in nature and may be modified to more  
5 effectively focus on specific ~~project-Project~~-related water quality conditions  
6 identified in ~~project-Project~~ waters, if agreed to by the Licensee and the Water  
7 Quality Parties.  
8

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

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

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

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

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  
35 swim area containing an approximately 1-acre sand beach above the  
36 high water level (4,494-foot elevation, PG&E datum), swimming  
37 delineator, paved parking area for 35 to 40 vehicles, and double-vaulted  
38 toilet building.

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

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

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

## ADMINISTRATIVE DRAFT – March 1, 2004

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

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

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

7 a)b) Provide an Accessible route to the high water level (4,494-  
8 foot 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 1-10 years  
20 after license issuance. *[This paragraph needs work – PG&E and FS are*  
21 *working on it]*

22 Licensee shall provide the FS with 40 percent of the costs to reconstruct the  
23 Almanor Family Campground, Almanor Group Campground, and Almanor  
24 Beach up to a maximum of \$5,000,000 (2004 dollars) over a ten-year period  
25 after license issuance for implementation of campground and other facility  
26 repairs and refurbishment. The FS will provide the remaining 60 percent of the  
27 cost of the rehabilitation. The FS will be responsible for the design and  
28 reconstruction of these facilities, and will consult with the Licensee prior to  
29 adoption of final design. The FS will maintain ownership of the facilities both  
30 before and after reconstruction.

31  
32 The FS will make a Good Faith effort to obtain the majority of the 60 percent  
33 matching fund contribution within the first 10 years following license issuance.  
34 However, some rehabilitation and reconstruction listed in Paragraph A (1c)\_  
35 may extend farther into the license term. Licensee rehabilitation funding may  
36 partially precede their management of these facilities depending upon timing of  
37 availability of FS matching funds. After reconstruction, the facilities shall be  
38 100 percent owned by the FS and any further major reconstruction not under  
39 contract after ten years shall be the responsibility of the FS.

40  
41 In the event that the FS is unable to raise all of the necessary funds for its cost  
42 share portion within the first ten years, then Licensee shall, use the remaining  
43 fund amount described above to construct all or a portion of the expansion of  
44 the Almanor Beach and parking area and construct the third 28-campsite unit of  
45 the East Shore Campground in accordance with the RRMP trigger. After  
46 completing this alternative work, Licensee shall have no further financial

## ADMINISTRATIVE DRAFT – March 1, 2004

1 obligation for major rehabilitation or reconstruction for FS' Almanor shoreline  
2 recreation facilities during the license period.

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

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

10 i.ii. Licensee shall provide one Accessible parking space near the  
11 existing double-vaulted toilet building and an Accessible access route to  
12 the nearby trash receptacles.

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

16  
17  
18 **e. North Shore Public Boat Launch:** Target completion is 3-5 years after license  
19 issuance.

20 i. Licensee shall provide a new and expanded public boat launching facility  
21 at North Shore Campground. This facility shall include paved parking for  
22 40 single vehicles with trailers and 12 single vehicles, a double-vaulted  
23 toilet building, and a boarding float. In addition, Licensee shall dredge  
24 and maintain along the existing submerged river channel to provide an  
25 approximate 1,000-ft long, 50-ft wide, and 6-ft deep boat channel that  
26 provides boat access to approximately the 4,480-foot elevation (PG&E  
27 datum). The boat launch will be open for public use from April 1 to  
28 December 1 when the lake's elevation is at or above the 4,480-foot  
29 elevation (PG&E datum).

30  
31 ii. Licensee shall provide public access to the boat launch facility along an  
32 abandoned portion of Highway 36 located along the north side of the  
33 campground to reduce traffic impacts to the campground.

34  
35 iii. Licensee shall relocate 22 campsites within the Project boundary that will  
36 be impacted by the reconstructed boat launch facility.

37  
38 **f. Stover Ranch Day Use Area:** Target completion is 3-5 years after license  
39 issuance.

40 The Licensee shall develop the Stover Ranch Day Use Area to provide  
41 improved Lake Almanor shoreline access for Chester residents. This day use  
42 area shall include gravel parking for 10 to 20 vehicles, a double-vaulted toilet  
43 building, four picnic tables, a non-paved trail to the shoreline, and an  
44 interpretive sign. In addition, one RV site shall be constructed to accommodate  
45 a new seasonal Lake Almanor caretaker. The development of the Stover Ranch

## ADMINISTRATIVE DRAFT – March 1, 2004

1 site shall be coordinated with the Chester Public Utility District and the Chester  
2 Recreation and Parks District.

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

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

13  
14 **h. Canyon Dam Day Use Area:** Target completion is 1-3 years after license  
15 issuance for this Licensee facility.

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

20  
21 ii. The Licensee shall modify eight existing picnic tables to make them  
22 Accessible, provide an Accessible parking space, and provide an  
23 Accessible route to the high water level (4,494-foot elevation, PG&E  
24 datum) at the swim beach area in accordance with ADAAG.

25  
26 iii. The Licensee shall reserve approximately 2.4 acres of land adjacent to the  
27 Canyon Dam Day Use Area for potential future recreation development  
28 during the license term.

29  
30 **i. “East Shore” Day Use Area:** Target completion is 1-5 years after license  
31 issuance.

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

36  
37 **j. Westwood Beach:** Target completion is 1-3 years after license issuance.  
38 The Licensee shall provide a gravel parking area for 10 vehicles, six picnic  
39 tables, an Accessible single vaulted toilet building, an approximately .1-acre  
40 sandy beach, a swim delineator, and directional signage at the Westwood  
41 Beach. Licensee shall also provide shoreline erosion control measures to  
42 protect the shoreline from wind caused wave action.

43  
44 **k. Stumpy Beach:** Target completion is 1-3 years after license issuance.  
45 The Licensee shall provide five picnic tables, directional signage, an  
46 approximately .7-acre sandy beach above the high water level (4,494 foot

## ADMINISTRATIVE DRAFT – March 1, 2004

1 elevation, PG&E datum), and a swim delineator at Stumpy Beach. Licensee  
2 shall provide a single vaulted toilet building, if allowed by Plumas and  
3 California Department of Transportation set back regulations; otherwise,  
4 Licensee shall provide a seasonal portable toilet building. Eight to 10 paved  
5 parking spaces parallel to Highway 147 shall be provided with trails connecting  
6 to the beach's northern and southern portions. The southern trail shall be  
7 Accessible where feasible and the northern trail shall be non-paved. In addition,  
8 Licensee shall provide four benches for visitors to view Lake Almanor and the  
9 surrounding mountains. Licensee shall also provide shoreline erosion control  
10 measures to protect the shoreline from wind caused wave action.

# ADMINISTRATIVE DRAFT – March 1, 2004

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 14 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 pay-for-use hot shower, retrofit the existing  
36 telephone position and water faucet features to meet the ADAAG.

## 37 38 **2. Butt Valley Reservoir**

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

## ADMINISTRATIVE DRAFT – March 1, 2004

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

6  
7 **b. Ponderosa Flat Campground:** Target completion is 5-10 years after license  
8 issuance.

9 Licensee shall provide a single person, non-heated outdoor shower at Ponderosa  
10 Flat Campground. In accordance with ADAAG, Licensee shall make the  
11 following improvements:

- 12
- 13 i. Modify four campsites and retrofit the existing designated Accessible  
14 campsites in the campground to be Accessible. The picnic table, fire ring,  
15 cooking grill, tent or RV area, and water faucet at each of these campsites  
16 shall be retrofitted to be Accessible.
  - 17
  - 18 ii. Replace the vault toilets in the overflow area with one new Accessible single  
19 vaulted toilet building and modify all other existing designated Accessible  
20 toilet buildings to meet current ADAAG. Provide an Accessible access route  
21 to the toilet building near Site 45 and one Accessible paved parking space  
22 located near the toilet buildings. **(Bear boxes?)**
  - 23
  - 24 iii. Provide a swimming area at the campground that is Accessible with an  
25 approximately .4-acre sandy beach above the high water elevation (\_\_\_ foot,  
26 PG&E Datum) and swim delineator.
  - 27
  - 28 iv. Provide a new Accessible fishing access trail and Accessible pier or platform  
29 north of the overflow area.
  - 30

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

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

37  
38 **d. Alder Creek Boat Launch:** Target completion is 5-10 years after license  
39 issuance.

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

46

# ADMINISTRATIVE DRAFT – March 1, 2004

## 3. Belden Forebay

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

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

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

iii. If Plumas passes an ordinance as specified in Appendix B Section 2.1.2.B of this agreement, Licensee shall post signage at Belden Forebay referring to this ordinance that will limit boat engine horsepower to 10 hp and boat speeds to 5 mph on Belden Forebay and prohibits swimming and boating within 0.25 mile of Belden Dam and at night at the Forebay.

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

## 4. Bypass River Reaches

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

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

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

# ADMINISTRATIVE DRAFT – March 1, 2004

1 shall provide improved interpretation and education (I&E) elements at the  
2 rest stop and erosion control measures on the slope between the parking  
3 lot and upper picnic area.  
4

5 d. Lower Belden Reach River Access. If a determination is made to proceed  
6 with scheduled river recreation flows Licensee shall, upon FS request, provide  
7 up to a maximum of \$125,000 (2005 dollars) to the FS for construction of non-  
8 Project river access to the lower Belden Reach. The FS will make a Good Faith  
9 effort to obtain matching funds to help offset the cost of these improvements.  
10

## 11 **2. Future Recreation Enhancement Measures**

12  
13 The Licensee anticipates the following facility improvements may be needed over the  
14 term of the New Project License. Implementation of these measures is contingent on  
15 reaching the Recreation Monitoring Standards, contained in the Draft RRMP included  
16 in the License Application, over the New Project License term.  
17

### 18 **A. Lake Almanor**

#### 19 20 **1. Camp Connery Reservation Group Camp Area**

21 a. Licensee shall provide a new group reservation camping area  
22 adjacent to the existing Camp Connery Group Camp. This area shall  
23 either provide space for two groups of approximately eight self-  
24 contained RVs or one group of approximately 16 self-contained  
25 RVs. A centrally located bear-proof food facility, two user fee,  
26 indoor shower buildings with hot water and flush toilets shall be  
27 provided at this group camp.  
28

29 b. Licensee shall repair and resurface the existing access road.  
30  
31  
32  
33

#### 34 **2. East Shore Family Campground**

35 Licensee shall provide a new two-loop family campground on Licensee-  
36 owned land along the east shore of Lake Almanor. The new campground  
37 will be constructed in two phases, and shall contain approximately 63 new  
38 tent and RV campsites. This campground shall contain bear-proof food  
39 lockers at each campsite, two user fee, indoor hot shower buildings with  
40 flush toilets, approximately 20 boat moorage slips/buoys, and a camp host  
41 site. If the FS is unable to raise all of the matching funds specified in  
42 Section 7, Paragraph 1, A 1, (c), then a portion or all of the 28-unit third  
43 loop will be constructed as described. **(get language from John)**  
44  
45  
46

### **B. Butt Valley Reservoir**

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

**C. Project Boundary Adjustments**

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

Within six months of license issuance Licensee shall apply to FERC to adjust the FERC Project Boundary to include all recreation improvements under this Agreement on Licensee-owned facilities, as well as the following FS facilities: Canyon Dam Boat Launch and Day Use Area, Dyer View Day Use Area and Almanor Boat Launch. **(Get language from John)** *[Where are these expansion plans spelled out?]* Within six months after the FS has completed construction of each of the recreation improvements planned for the FS Almanor Campground, Almanor Group Campground, Almanor Amphitheater, and Almanor Beach,, Licensee shall apply to FERC to adjust the Project boundary as needed to incorporate these new facility components.

**3. Recreation Operations and Maintenance Program**

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

## ADMINISTRATIVE DRAFT – March 1, 2004

1  
2 A. Licensee shall be responsible for operation and maintenance of Licensee and FS  
3 recreation facilities located along the shoreline of Lake Almanor. Facilities  
4 located on NF System lands shall be maintained by the Licensee to FS standards  
5 as per an operation agreement with, and annually approved by the FS. The  
6 operations agreement shall address, but may not be limited to: FS operation and  
7 maintenance standards, water, sanitation, RV dump station, campground trail  
8 maintenance, and campground road maintenance. These FS facilities consist of  
9 Canyon Dam Boat Launch and Day Use Area, Dyer View Day Use Area,  
10 Southwest Shoreline access zone, Almanor Campground, Almanor Group  
11 Campground, Almanor Beach, and Almanor Boat Ramp. Assumption of  
12 operation and maintenance responsibilities of FS facilities by the Licensee of the  
13 Almanor Boat Ramp, Dyer View Day Use Area and Canyon Dam Boat Launch  
14 and Day Use Area including Accessible Fishing Platform will take place within 6  
15 months after license issuance. Assumption of operation and maintenance  
16 responsibilities of other FS facilities (Almanor Campground, Almanor Group  
17 Campground, and Almanor Day Use Area) shall take place six months after  
18 reconstruction or no later than January 1, 2009.

19  
20 Licensee shall be permitted to recover 100 percent of the cost incurred to operate  
21 and maintain these FS recreation facilities through setting, collecting, and  
22 retaining user fees for these facilities.  
23  
24  
25  
26

27 **B. Fisheries**

28  
29 1. Belden Reach

30  
31 As per the agreement under the existing license and subject to the limitations set  
32 forth in Paragraph 3 below, the Licensee shall continue to reimburse CDFG for  
33 stocking of approximately 5000 pounds of catchable trout per calendar year in the  
34 waters of the NFFR between its confluence with the East Branch NFFR and the  
35 Belden Diversion Dam. The cost to the licensee for fish stocking shall be the  
36 actual average hatchery production cost per pound to the CDFG, and any  
37 additional applicable distribution and planting costs. Actual average cost per  
38 pound shall be determined by CDFG based on hatchery production costs for the  
39 period beginning July 1 and ending June 30 of the previous calendar year. At the  
40 request of the Licensee, CDFG's cost of carrying out the year's stocking plan is  
41 subject to audit by the Licensee for up to three years. If the Licensee performs an  
42 audit and disagrees with any expenditures of CDFG, then the Licensee and CDFG  
43 agree to meet and discuss the audit and make appropriate changes in the stocking  
44 plan budget.  
45  
46

1 **2. Lake Almanor**

2  
3 Subject to the limitations set forth in Paragraph 3 below, the Licensee agrees to  
4 make funds available annually to augment CDFG's existing Lake Almanor  
5 fisheries program. The specifics of any fishery augmentation program will be  
6 defined by DFG and presented to the Licensee during February of each calendar  
7 year for discussion. A fisheries augmented program may include, but not limited  
8 to, such projects as the expansion of the pen rearing program and the construction  
9 of rearing habitat for warm water fish.

10  
11  
12 **3. Annual Funding for Fishery Programs**

13  
14 Licensee shall make available up to \$50,000 (2004 escalated dollars) per year for  
15 the term of the New Project License for items 1 and 2 above. Unused portions of  
16 the \$50,000 will not be rolled over to successive years.

17  
18  
19  
20  
21 **5. Interpretation and Education (I&E) Program**

22  
23 Within two years after license issuance, Licensee shall develop an I&E Program for the  
24 Project in consultation with the FS, Plumas, and other Parties. The Licensee shall submit  
25 the portion of the I&E Program pertaining to FS facilities to the FS for its approval.  
26 Licensee shall implement the I&E Program within one year of Program acceptance by  
27 FERC. The I&E Program shall provide information to enhance recreation experiences  
28 and encourage appropriate resource protection, cooperation, and safe behaviors by  
29 Project visitors. The I&E Program shall include themes, media, media design, prioritized  
30 sites, and prioritized services. Potential themes include fish and wildlife resources,  
31 volcanic history, hydropower, Native American cultures, pioneers, recreation activities  
32 and facilities available in the Project area, and boating hazards. The I&E Program shall  
33 include improvements such as interpretive or informational signs, kiosks, reservoir  
34 boating safety and hazard information signs and brochures, and informational signs  
35 describing recreation facilities and opportunities in the area. The I&E Program  
36 improvements shall be developed at recreation sites owned by Licensee and FS that are to  
37 be included in the Project boundary. The I&E Program shall also identify funding  
38 partnership arrangements with the FS and other interested parties, and contain a schedule  
39 for implementation. Licensee and FS will review facility naming practices and re-name  
40 facilities with similar names in order to reduce visitor confusion. Licensee and FS will  
41 agree on wording of entrance signs to facilities operated by Licensee but owned by the  
42 FS. I&E programs may be provided by the FS at FS facilities. Licensee shall not be  
43 responsible for providing any I&E programs at any license recreation facility.

## ADMINISTRATIVE DRAFT – March 1, 2004

1 As part of the I&E Program, Licensee shall prepare a Lake Almanor bathymetry map  
2 within one year of license issuance. This map shall be provided in pamphlet form to area  
3 boaters and posted on signs at Lake Almanor public boat ramps.  
4

### 5 **6. Recreation Monitoring Program**

6  
7 Within 12 months of license issuance, the Licensee, in consultation with the FS, Plumas,  
8 and other interested Parties, shall complete a Recreation Monitoring Program. The  
9 Licensee shall submit the portion of the Recreation Monitoring Program pertaining to FS  
10 facilities to the FS for its approval. Licensee shall adopt a modified Limits-of-  
11 Acceptable Change (LAC)-based monitoring approach as described in the Draft RRMP  
12 contained in the Final License Application. This approach includes Recreation  
13 Monitoring Indicators and Standards that shall initiate management action to help  
14 maintain desired recreation experiences and resource conditions at Project recreation  
15 areas over the license term. Specific recreation areas to be monitored by the Licensee  
16 shall include at a minimum the water surface of Project reservoirs, Licensee and FS  
17 recreation facilities, and shoreline areas within the Project boundary. The Program shall  
18 include a schedule of information to be collected annually, every six years, or every 12  
19 years. Licensee shall conduct more in-depth monitoring, such as visitor questionnaire  
20 surveys and general assessment of regional recreation trends at 12-year intervals. As part  
21 of the Recreation Monitoring Program, Licensee shall conduct annual recreation planning  
22 and coordination meetings with other recreation providers in the Project area to discuss  
23 recreation resource management decisions for the Project area, implementation of Project  
24 recreation enhancements, recreation monitoring results, potential grant applications and  
25 other pertinent Project-related recreation issues that may arise over the term of the New  
26 Project License.  
27

28 The Licensee shall prepare periodic monitoring reports every 6 years in conjunction with  
29 FERC Form 80 recreation facility and use monitoring requirements. Prior to submitting  
30 such reports to FERC, Licensee shall submit the portions of the report pertaining to FS  
31 facilities to the FS for its approval. These reports shall include but not be limited to  
32 changes in kinds of use and use patterns both on water surfaces and land, amount and  
33 types of recreational activities, kinds and sizes of recreational vehicles including boats,  
34 amount of day use versus overnight use, and recreation user trends within the Project area  
35 as well as summaries of annual monitoring. More in-depth questionnaire surveys and  
36 regional assessment results shall be incorporated into these reports at 12-year intervals.  
37

38 If recreation test river flows are conducted, Licensee shall, in consultation with FS and  
39 other interested Parties, develop a study plan to monitor recreation use during the test  
40 flow period and produce a report on monitoring results.  
41  
42  
43

### 44 **7. Resource Integration and Coordination Program**

45

## ADMINISTRATIVE DRAFT – March 1, 2004

1 Licensee shall hold annual meetings to integrate recreation resource needs with other  
2 resource management needs, such as cultural, wildlife, water quality, and aquatic  
3 resources. These meetings shall be held over the term of the New Project License with  
4 Parties and SWRCB, and shall be open to the public .  
5

### 6 **8. Recreation Resource Management Plan (RRMP) Review and Revision Program**

7

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

16 **9. River Ranger.** By March 1 of each year of the New Project License, the Licensee  
17 shall provide to the FS up to \$25,000 (2004 dollars), to assist in funding a “River Ranger”  
18 position. The purpose of this position shall be to provide additional light maintenance,  
19 visitor information/assistance, and user safety and law enforcement presence in the  
20 Project’s bypassed river reaches.  
21

22 The Licensee shall request that the FS provide Licensee by January 31 of each year a  
23 written summary of the previous year expenditures and River Ranger activities and the  
24 current year’s planned expenditures and River Ranger activities.  
25

26  
27 **10. Belden Interagency Recreation River Flow Management Plan.** If a determination  
28 is made to proceed with scheduled river recreation flows, Licensee, prior to the start of  
29 the first full recreation season shall coordinate with the FS, Plumas, and Caltrans to  
30 develop a Memorandum of Understanding to produce a Belden Interagency Recreation  
31 River Flow Management Plan. The Plan shall address management and integration of  
32 recreation opportunities provided by the Belden Recreation River Flow release with other  
33 river recreation opportunities in the watershed. The Plan shall address establishment of  
34 visitor capacity thresholds, maintenance of facilities, signage, traffic management and  
35 monitoring. This Plan and Memorandum of Understanding would not be financially  
36 binding, but would document agency roles, responsibilities, and intentions related to river  
37 recreation management.  
38

39 If after the Belden Recreation River Flow evaluation period, recreation river flow  
40 releases in accordance with Section 2 of this agreement are not continued, the  
41 Memorandum of Understanding and Plan would be terminated.  
42  
43

44 **11. Traffic Use Survey.** Within one year of license issuance, Licensee shall file with  
45 FERC a road traffic survey plan for roads used for Project purposes located on National  
46 Forest System lands. This plan shall be approved by the FS and include provisions for

## ADMINISTRATIVE DRAFT – March 1, 2004

1 monitoring traffic every six years when Licensee is monitoring recreation use in  
2 accordance with FERC Form 80 requirements. At a minimum the road traffic survey  
3 shall include the Caribou Road (27N26) and the Caribou-Butt Valley Reservoir roads  
4 (27N26 and 27N60).

- 5 • The number of vehicles per day, type of vehicle, such as log trucks, recreational  
6 vehicles, passenger cars, emergency vehicles (fire), or Licensee vehicles on these  
7 roads.

8 A sampling approach for these roads that covers the fishing season and includes the  
9 opening weekend of fishing season, Memorial Day weekend, July 4<sup>th</sup> holiday weekend,  
10 the day before, the day of and the day after scheduled Belden Reach recreation river flow  
11 releases, Labor Day weekend, non-holiday weekends, and weekdays.

- 12 • Road traffic reports every six years to be filed with FERC, after FS review and  
13 comment.

14  
15  
16

1 **Section 8. Land Management and Visual Resource Protection**  
2  
3  
4

5 The Licensee shall implement the following measures at existing facilities within 2 years  
6 after license issuance or as otherwise noted:  
7

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

10  
11 B. Plant sufficient evergreen trees between the existing Prattville maintenance  
12 buildings and the shoreline to reduce visual domination of the buildings on the  
13 shoreline area. Monitor and oversee tree survival to ensure successful establishment  
14 through the first three summers.  
15

16 C. Re-grade the Oak Flat road debris spoil piles along Caribou Road to create a more  
17 natural rolling topography along the roadside, and where possible, move spoil  
18 materials farther from the road. Establish native plantings where possible between  
19 the road and the spoil piles to help screen the active use areas from passing motorists.  
20

21 D. In consultation with the FS, prepare a plan to annually apply dust palliatives or  
22 other measures, including regular grading, to help minimize dust emissions and  
23 improve the lower coupled segment of the Butt Valley-Caribou Road.  
24

25 E. At the Belden Powerhouse, consult with the FS on color selection when  
26 maintenance or repair work is scheduled on the Belden Powerhouse penstocks, surge  
27 chamber, or other powerhouse facilities to reduce visual contrast as seen from State  
28 Route 70.  
29

30 F. At Caribou Village, maintain the exterior and landscaping of the old clubhouse  
31 facility, houses, and grounds to preserve the historic features and character of the  
32 facility. Consult with the FS when maintenance or repair activities that affect exterior  
33 appearance are to take place to help preserve, as practical, the historic and visual  
34 appeal of the village landscaping and structures.  
35

36 G. Within 60 days prior to any ground-disturbing activity on FS lands, the Licensee  
37 shall file with FERC a Visual Management Plan approved by the FS. At a minimum,  
38 the plan shall address:  
39

- 40 • Clearing, spoil piles, and project facilities such as diversion structures, penstocks,  
41 pipes, ditches, powerhouses, other buildings, transmission lines, corridors, and  
42 access roads.  
43 • Facility configuration, alignment, building materials, colors, landscaping, and  
44 screening.

## ADMINISTRATIVE DRAFT – March 1, 2004

- 1 • Proposed mitigation and implementation schedule necessary to bring project  
2 facilities into compliance with National Forest Land and Resource Management  
3 Plan direction.
- 4 • Note text has been removed from this item because it could not be tracked with  
5 underline/strikeout format. Locating road spoil piles either in approved areas on  
6 National Forest System lands or to a location off FS administered lands.
- 7 • Monitoring and eradication of noxious weeds as specified in the “Noxious Weeds  
8 Management Plan” license condition.
- 9 • Removal of all visible non-native materials, including construction debris from  
10 the surfaces of piles located on National Forest System lands.
- 11 • Stabilization and revegetation of all native material that is allowed to be left on  
12 National Forest System lands including compliance with visual quality objectives.
- 13 H. Within 30 days after license issuance, Licensee shall implement the Lake  
14 Almanor Shoreline Management Plan (“SMP”) included in Licensee’s final license  
15 application as amended for the Project. Licensee shall meet with the FS and Plumas,  
16 and other interested Parties a minimum of every 10 years to discuss the need to  
17 update the SMP. The need to update the SMP sooner may also be raised and  
18 discussed during the annual land use meetings with the FS, Plumas, and interested  
19 Parties.
- 20
- 21 I. Conduct annual meeting with the FS, CDFG and Plumas to coordinate ongoing  
22 Project-related land management activities including recreation management and use,  
23 fire suppression and related forest health activities, and the planning for commercial,  
24 residential and industrial developments adjacent to the Project Boundary. s

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       A. Within 90 days after issuance of a New Project License, a water quality  
13       monitoring plan shall be developed by Plumas and the Licensee, in consultation with  
14       the SWRCB, the FWS, the FS, CDFG, and DWR (together, the “Collaborative Water  
15       Quality Monitoring Group”).  
16

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

18       A. Plumas shall contract with the DWR or other party acceptable to the Collaborative  
19       Water Quality Monitoring Group, to implement the water quality monitoring plan and  
20       prepare an annual report. Plumas shall submit the annual report of the water quality  
21       sampling of Lake Almanor Water to the Collaborative Water Quality Monitoring  
22       Group by January 31 of the following year.  
23

24       **4. Annual Meeting**

25  
26       A. Between April 15 and April 28 the Licensee shall convene a meeting of  
27       Collaborative Water Quality Monitoring Group to review the results of the Lake  
28       Almanor water quality monitoring program and revise the monitoring plan as  
29       necessary.  
30

31       B. If adverse water quality effects are identified in Lake Almanor, Plumas and the  
32       Licensee shall consult with the Collaborative Water Quality Monitoring Group to  
33       determine the reason for the adverse water quality. If the adverse water quality is  
34       shown to be a result of the Licensee’s Project operations or maintenance, the Licensee  
35       shall develop and implement a plan and/or measures to mitigate Project-related  
36       effects on water quality. The plan and/or mitigation measures shall be developed in  
37       consultation with the Collaborative Water Quality Monitoring Group. If the adverse  
38       water quality is shown to be a result of non-Project land use practices, Plumas County  
39       zoning practices, or Plumas County permitting practices, Plumas shall develop and  
40       implement a plan and/or mitigation measures for protecting the water quality in Lake  
41       Almanor. The plan and/or mitigation measures shall be developed in consultation  
42       with the Collaborative Water Quality Monitoring Group.  
43

44  
45       **5. Funding**  
46

## ADMINISTRATIVE DRAFT – March 1, 2004

1 A. The Licensee and Plumas shall each contribute up to a maximum of \$20,000  
2 (2004 dollars) annually in matching funds to implement water quality sampling in  
3 Lake Almanor in accordance with the *Settlement Agreement Covering Applications*  
4 *28468 of Plumas County and 30414, 30257 and 30258 of PG&E Pending Before the*  
5 *State Water Resources Control Board (Dated 7/30/02)*. Funding for water quality  
6 sampling of Lake Almanor outlined in Section 5 of Appendix A shall be part of the  
7 matching funds outlined in this Paragraph. The Licensee and Plumas shall coordinate  
8 and consolidate water quality sampling in Lake Almanor with the monitoring  
9 program outlined in Appendix A, wherever possible.

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

16  
17  
18 ~~The Belden Forebay shoreline shall also be improved to provide access for launching~~  
19 ~~small watercraft to the Forebay. an existing Plumas County ordinance that small~~  
20 ~~reservoirs such as . Belden Forebay shall be managed based on a county ordinance~~  
21 ~~(similar to Rock Creek and Cresta Reservoirs) that provides for no or no swimming or~~  
22 ~~boating trail signage. Target completion is 1-3 years after license issuance, or p test and~~  
23 ~~and grills. Target completion is 1-3 years after license issuance, dependant on a scheduled~~  
24 ~~recreation flows. If a determination is made to proceed with scheduled river recreation~~  
25 ~~flows, the Licensee in consultation with the TRG, as described in Section 2, Paragraph 1,~~  
26 ~~shall prepare a River Recreation Facilities Plan to implement a lower Belden River access~~  
27 ~~for approval by the FS within 12 months of license issuance. facilities. Essential facilities~~  
28 ~~will include access facilities at one site to be determined by the FS with paved parking,~~  
29 ~~restroom, picnic table, and bear proof garbage disposal, and reasonable access. good~~  
30 ~~faith and restrooms/does not meet the conditions boat launch use areas and expansion-~~  
31 ~~owned Project recreation facilities and Lassen National Forest Service's Lake Almanor~~  
32 ~~day and overnight recreation facilities that shall be incorporated into the Project boundary~~  
33 ~~reconstruction. To offset operation, maintenance, construction, and reconstruction costs,~~  
34 ~~To offset operation, maintenance, and construction costs, Licensee, in accordance with~~  
35 ~~Commission and Department of Boating and Waterways regulations, shall collect and~~  
36 ~~retain 100 percent of FS approved user fees at all FS recreation facilities that Licensee~~  
37 ~~operates and maintains. These fees shall be utilized by Licensee over the life of the~~  
38 ~~license for normal operations and maintenance, and reconstruction necessitated by wear,~~  
39 ~~tear, and aging of facilities, as specified in the operations agreement referred to in P.~~  
40 **Fish Planting**  
41 ~~Plumas County will approve the Program portion pertaining to FS facilities. E~~  
42 ~~Program. Plumas County parties. The FS will approve the Program portion pertaining to FS~~  
43 ~~facilities. draft misP shall be prepared prepared at 6 year intervals user surveys as to~~  
44 ~~preferences in recreational preference for project. Licensee shall conduct more in-depth~~  
45 ~~monitoring, such as visitor questionnaire surveys and general assessment of regional~~  
46 ~~recreation trends, shall occur at 12 year intervals.~~

ADMINISTRATIVE DRAFT – March 1, 2004

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~~As part of the RRMP, Licensee shall conduct annual recreation planning and coordination meetings with other recreation providers in the Project area to discuss recreation resource management decisions for the Project area, plan implementation of Project recreation enhancements, recreation monitoring results, potential grant applications, and other pertinent Project related recreation issues that may arise over the term of the New Project License. Reports on Recreational Resources shall be filed with the Commission after FS approval of reports on Project related but FS-owned facilities. conditions those surveys with Parties, other interested parties likely parties~~ **Forest Service Plumas County River project related river, including Revegetaion Licensee, Plumas County parties Plumas parties Plumas County Plumas County T shall be submitted Parties to this Settlement, the SWRCB and other parties who request involvement Plumas County mitigation for protecting the water quality in Lake Almanor. the Plumas County Plumas County Settlement Plumas County Plumas County Plumas County monies Plumas County**

1 **RECREATION ~~PART B~~**

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

11  
12 **2. Plumas County Ordinance.** ~~For the preservation and improvement of ecological,~~  
13 ~~cultural and recreation resources at Lake Almanor, the~~The Parties shall within one year  
14 following signature of this Settlement, request the Plumas County Board of Supervisors  
15 to pass ~~a~~-county ordinances that:

16 which ~~A. prohibits~~ Prohibits the travel of motorized wheel or tracked vehicles at  
17 Lake Almanor below the ~~4,500 foot~~ 500-foot contour elevation (PG&E datum) except in  
18 designated areas to preserve and improve ecological, cultural and recreation resources at  
19 Lake Almanor.

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

24  
25 All Parties shall support and actively work to seek the Plumas County Board of  
26 Supervisor's approval of these ~~se~~ requests.

27  
28 **3. Plumas County Sheriff Shoreline Patrol.** Upon passage of the Plumas County  
29 ordinance referenced in Paragraph 2 above, Licensee shall provide up to \$25,000 per year  
30 (2004 dollars) for the term of the New Project License to ~~Plumas County~~ Plumas to be  
31 used for Plumas County Sheriff patrols and enforcement in the Project shoreline areas.

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

37  
38 **4. River Ranger.** ~~The licensee Licensee shall provide to the Plumas National Forest~~ FS  
39 \$25,000 each year (2004\$), dollars), by March 1, to assist in funding a "River Ranger"  
40 position. The purpose of this position will shall be to provide additional light  
41 maintenance, visitor information/assistance, and user safety and law enforcement  
42 presence in the project's Project's bypassed river reaches.

43  
44 ~~The Licensee shall request that the FS shall provide Licensee by January 31 of each year~~  
45 a written summary of the previous year expenditures and River ranger Ranger activities  
46 and the current year's planned expenditures and River ranger Ranger activities.

## ADMINISTRATIVE DRAFT – March 1, 2004

- 1  
2 **5. Lake Almanor Recreation Trail (LART) Southeast Shore Extensions.** In addition  
3 to the trail easement previously provided to ~~Plumas County~~Plumas in the July 30, 2002  
4 Agreement between ~~Plumas County~~Plumas and Licensee, Licensee shall contribute  
5 matching funds up to a maximum of \$300,000 (2005 dollars) to ~~Plumas County~~Plumas  
6 for County construction of a non-motorized recreation trail across lands owned by  
7 Licensee on the southeast side of Lake Almanor as a continuation of the LART to the  
8 East Shore Campground. At ~~Plumas County~~Plumas expense and at no expense to  
9 Licensee, the trail shall be maintained including, but not limited to, any repairs for  
10 damages that may be caused by Licensee raising and lowering the water in Lake  
11 Almanor. The ~~Lake Almanor Recreation Trail~~LART and associated facilities in its  
12 entirety, now and in the future, shall not be considered, in whole or part, a Project feature  
13 or part of the Project. Licensee shall not be required to perform or contribute in any way  
14 to the operation and maintenance of the trail now or in the future.  
15
- 16 ~~Plumas County~~Plumas agrees, to the extent it may legally do so, to indemnify Licensee  
17 against and to hold Licensee harmless from any loss or damage to any property, or injury  
18 to or death of any person whomever, proximately caused in whole or in part by any  
19 negligence of ~~Plumas County~~Plumas or its contractors or by any acts for which ~~Plumas~~  
20 ~~County~~Plumas or its contractors are liable without fault in the exercise of the rights  
21 herein granted, save and excepting to the extent that such loss, damage, injury or death is  
22 proximately caused in whole or in part by any negligence of Licensee or its contractors,  
23 or by any acts for which Licensee or its contractors are liable without fault.  
24
- 25 6. TRG: The TRG evaluation of potential recreation test river flow effects and  
26 recommendations should be consistent with existing resource management plans.