



**DEPARTMENT OF FISH AND GAME
OFFICE OF THE GENERAL COUNSEL**

1416 Ninth Street
Sacramento, CA 95814
<http://www.dfg.ca.gov>
(916) 654-3821

ORIGINAL



November 26, 2003

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OFFICE OF THE SECRETARY
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FEDERAL ENERGY
REGULATORY COMMISSION

VIA UPS/OVERNIGHT

Ms. Magalie Roman Salas, Secretary
Federal Energy Regulatory Commission
Mail Code HL - 11.4
888 First Street NE
Washington, DC 20426

Re: Project No. 2105-089 (Upper North Fork Feather River Project)

Dear Secretary Salas:

Enclosed please find the original and eight copies of the Department of Fish and Game (Department) recommendations pursuant to Section 10(j) of the Federal Power Act.

The Department believes these recommendations are submitted in a timely manner as per the Notice of Application Ready for Environmental Analysis for this project.

If you have questions regarding this matter, please contact me at the phone number listed above or Mr. Carson Cox, Hydropower Coordinator, Sacramento Valley-Central Sierra Region, telephone (916) 358-2875.

Very truly yours,

Nancee M. Murray
NANCEE M. MURRAY
Senior Staff Counsel

cc: Service List

Department of Fish and Game
Sacramento Valley-Central Sierra Region

Banky Curtis. Regional Manager
Mike Meinz
Carson Cox
Robert Hughes

Conserving California's Wildlife Since 1870

UNITED STATES OF AMERICA

BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of the Application of

PACIFIC GAS AND ELECTRIC COMPANY

For a New Major License for the
Upper North Fork Feather River
Hydroelectric Project, Plumas County, California.

PROJECT NO. 2105-089

RECOMMENDATIONS OF THE CALIFORNIA DEPARTMENT OF FISH AND GAME
PURSUANT TO FEDERAL POWER ACT SECTION 10(J)

NANCEE MURRAY
Senior Staff Counsel

Attorney for
California Department of Fish and Game
1416 Ninth Street, 12th Floor
Sacramento, CA 95814
Telephone: (916) 654-3821

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RECOMMENDATIONS OF
THE CALIFORNIA DEPARTMENT OF FISH AND GAME
PURSUANT TO FEDERAL POWER ACT SECTION 10(J)
FERC PROJECT NO. 2105-089

These recommendations are based upon the data developed and discussions held to date. Settlement discussions are still ongoing. Unfortunately, due to the schedule developed for this proceeding, the Department of Fish and Game (Department) must submit its 10(j) recommendations before settlement discussions have been completed.

The Department has been an active participant in the relicensing of this project since early 1999. We have met with the Applicant consistently since this time to develop, refine and critique study proposals, designs, and initial results for their application. Over the past year and a half, the Department, several federal, state, and county agencies as well as representatives of non governmental organizations have met with the licensee for the purpose of completing a comprehensive settlement agreement. Settlement discussions continue with the goal that agreement on all topics will be achieved.

A draft of the October 31, 2003, settlement agreement is attached ("Draft Settlement Agreement"). Subjects resolved to the satisfaction of the Department at this time are Section 2, Table 1 items a, b, c, f, g, and h.

The Department's support for the PM&E measures outlined in the attached Draft Settlement Agreement is based on our long and extensive history in addressing natural resource issues associated with Lake Almanor and the NFFR watershed, and on data to date developed from licensing studies. We are confident that PM&E measures in the Draft Settlement Agreement will accomplish our goal to protect the regions diverse fish, wildlife, and plant resources, and the habitats upon which they depend, for their ecological values and for their use and enjoyment by the public.

Our long history of involvement in NFFR watershed resource issues includes but is not limited to:

- Over fifty years of fisheries research and management in Lake Almanor.
- The biological overview in the licensing and relicensing of more than a dozen hydroelectric projects in the North Fork Feather River (NFFR) watershed including PG&E's POE (FERC, 2107), Rock Creek-Cresta (FERC, 1962) and Bucks Creek (FERC, 619) projects.
- Lead agency in a six year fishery study and author the North Fork Feather River Fishery Management Plan that eventual evolved the into the Rock Creek-Cresta Project settlement agreement, and
- Active participation in the Rock Creek-Cresta Environmental Review Committee (ERC) which oversees provisions of that settlement agreement.

Stream Flow Management

The Stream Flow Management section of the Draft Settlement Agreement addresses minimum stream flow, pulse flows, stream flow measurement, ramping rates and monitoring (Section 2, Table 1 items a, b, c, f, g, and h).

Draft Settlement Agreement stream flows for both the Beldan and Seneca reaches are a considerable improvement over existing baseline conditions. The Draft Settlement Agreement reestablishes a dynamic flow regime incorporating both inter-annual and intra-annual variation associated with the natural climactic cycle that is needed to support proper ecosystem function for a stream and coldwater fishery. The direct relationship between a dynamic flow regime and habitat diversity is well documented in the literature. (Instream Flow Council. 2002; Resh, et al., 1988; Poff, et al., 1997; Richter, et al., 1996; Heede, et al., 1990; Trush, et al., 2000; and Ward and Stanford, 1983).

- **Minimum Stream Flows** - Based on the Physical Habitat Simulation (PHABSIM) results (Volume 7, Upper NFFR Application), habitat values for trout life and other native fishes will significantly increase in both reaches during the time of the year when the PHABSIM results are applicable (March through September). (Instream Flow Council. 2002).

Winter base flows (October through February) will be higher in the Seneca and Belden reaches expanding the wetted perimeter, improve habitat diversity, and thus protecting the potential for aquatic biota productivity over the winter months.

Existing stream flows in Butt Valley Creek will be maintained. The present flow regime provides excellent spawning habitat for rainbow trout residing in the Seneca Reach.

- **Annual Flow Regime and Water Year Types** - The annual flow regime will again be dependent on water year type (wet, normal, dry or critical dry) and will again mimic the annual natural hydrology. In the UNFFR, the normal peak runoff occurs during the winter/spring period (February –May) while and low runoff occurs during the summer/fall period. Aquatic and riparian organisms native to the UNFFR have genetically adopted their reproductive behavior to coincide with the annual high and low flow variations in the hydrograph. However, under the existing baseline flows, the natural flow regime no longer exists. The flow regime in the UNFFR is presently a flatline flow. In human biology, a flatline means that no heartbeat exists and the patient is dying. In aquatic biology, a flatline means that the habitat diversity found under the natural flow regimen no longer exists. Loss in habitat diversity means loss of species diversity and abundance. Biological diversity is greatest in communities subject to moderate levels of disturbance. (Ward and Stanford, 1983). A moderate level of disturbance is normally associated with annual hydrological fluctuations associated with an unregulated stream. When Ward and Stanford plotted species richness of selected stream macroinvertebrate communities, the greatest diversity occurred in streams moderately disturbed. Low diversity occurs when there are infrequent disturbances such as we now see in the UNFFR below Canyon Dam and below Belden Forebay Dam.

Lack of the historical high winter/spring flows causes 1) the stream channel to downgrade, 2) gravel bars and back waters once accessible for use by amphibians are lost, 3) the successful reproduction of riparian plants can be impacted, 4) the recruitment of spawning gravels needed by trout declines and 5) high flow are too infrequent meaning that sediment accumulates in the remaining spawning gravels. The results of these physical changes can reduce or eliminate the reproductive habitat for amphibians, trout, riparian plants and other aquatic dependant organisms.(Resh, et al., 1988; Poff, et al., 1997; Richter, et al.,1996; Heede, et al.,1990; and Trush, et al., 2000.).

- **Channel Maintenance Flows** - To further assist in the improvement of aquatic and riparian habitat diversity, the Applicant has agreed to provide one pulse flow (Channel Maintenance Flow) release from both Canyon Dam (Seneca Reach) and Belden Forebay Dam (Belden Reach) in January, February and March during wet and normal years. Provisions for release of pulse flows into Butt Valley Creek below Butt Valley Dam are also included. (Resh, et al., 1988; Poff, et al., 1997; Richter, et al.,1996; Heede, et al.,1990; Trush, et al., 2000; and Ward and Stanford, 1983).
- **Ramping Rates** – Ramping rates are based on the knowledge gained from the Rock Creek-Cresta monitoring program and are to protect aquatic organisms from being dislodged or stranded during the winter pulse flows, summer recreation flows and other flow changes made for operational purposes.
- **Monitoring and Adoptive Management** – To evaluate the degree of success associated with the various flow improvements, the agreement includes a cooperative aquatic habitat monitoring program and provision for adoptive management.

Recreation River Flow Management

Although an agreement has not been made on the proposal for recreation flows in the Belden Reach, the Department would support the Recreation River Flow Management program as proposed in the attached Draft Settlement Agreement. Important to our decision to support this proposal is the agreement language that the recreational flow program would only go forward if the available information suggest that no unacceptable impacts to sociological and ecological resources. (Recreation River Flow Management 3(A)). Some of the needed information relative to ecological impacts will come from the ongoing Rock Creek-Cresta recreational flow studies.

Reservoir Operations

To meet the ecological, cultural, aesthetic, social, economic, recreational, and Project operational needs, the Applicant has agreed to operational goals that will limit lake level draw down during the summer recreational period in the three project reservoirs (Lake Almanor, Butt Valley Reservoir and Belden Forebay). The Department has a fifty-year history directed toward developing and maintaining the popular reservoir fishery in Lake Almanor. The goal to keep spring through summer lake levels high and reduced fluctuations is not only important for maintaining a quality fishery and shoreline wildlife habitat but it adds value to the quality of the

angling experience. In a survey of angler preferences in California, anglers considered the beauty of their surroundings an important factor when selecting a site to fish (Fletcher and King, 1988). Therefore, summer lake level are very important in attracting anglers to Lake Almanor

Water Temperature

The Draft Settlement Agreement is silent on water temperature criteria that assure the reasonable protection for a cold water fishery. Settlement negotiations are moving toward an agreement on a monitoring plan pertaining to the possible modification of the Prattville Intake under the Rock Creek-Cresta Project FERC License (No. 1962) but there has been no cold water standard proposed for the Seneca or Belden reaches. The control point in the Belden Reach should be Gansner Bar. The control point in the Seneca Reach should be a supported gage site NF47, which is located just upstream of Belden forebay.

The Department recommends that 20°C (68°F) be the maximum allowable in these reaches. Temperatures near 20°C (68°F) have been broadly used in various literature reviews as a cut-off point in describing suitable trout habitat. Raleigh et al. (1984) assigned water temperatures between 9-20°C (48-68°F) suitability indices of 0.8 or greater; within this range, temperatures between 11-19°C (52-66°F) were assigned a suitability index of 1. Baltz et al. (1987) found on the Pit River that when available, rainbow trout consistently chose stream temperatures below 20°C (68°F). In another California controlled field study rainbow trout occupied a broad temperature range of stream temperatures 12.8° C-19.1°C (55-66°F) (Matthews et al. 1994). Bell (1986) concluded, “generally, all cold-water fish cease growing at temperatures above 20°C (68°F) because of the increased metabolic rate.” According to Griffith (1999) growth for most salmonids declines rapidly above 20°C (68°F).

Other Provisions of the Draft Settlement Agreement

- **Fish Stocking** - The Department of Fish and Game has a long history directed toward developing and maintaining the popular reservoir fishery in Lake Almanor. The fishery in Lake Almanor is primarily for Salmonids (trout and related species) and bass (smallmouth and largemouth). Since the Salmonid fishery is not self-sustaining, the Department annually stocks large numbers of hatchery-reared fish in Lake Almanor. The licensee has agreed to augment the Department’s stocking program in Lake Almanor and to continue paying for the trout stocked in the Belden Reach.
- **General Provisions** – The agreement will also addresses water temperature monitoring, stream flow gaging, fish migration barrier removal, wildlife enhancement, and campground bear management problems to the satisfaction of the Department.

License Term

One area of dispute is the term of the license (Section 2.7). Relative to the term of the license, the Department recommends a 30 year license. The applicant proposes a 40 year term for this license. A 40 year license term for this project would be inconsistent with the intent of the Rock

concurrency that the expiration dates for the Rock Creek-Cresta License, the UNFFR License, and the POE License should be coordinated to provide an opportunity for the use of a watershed approach to relicensing in the next relicensing efforts. The Department strongly believes, and has many times communicated to FERC, that a watershed approach, where license expiration dates within a watershed are coordinated, is the most efficient use of limited staff resources and makes scientific sense in terms of the coordination of study plans and study implementation. FERC supported this concept in the Rock Creek-Cresta order. On pages 26 and 27 of the order approving the Rock Creek-Cresta settlement agreement and issuing a new license, FERC stated: "In Section 2.8 of the agreement, the signatories agree to a 30-year license term, but also agree that they do not object to a longer license term as needed to make the project license expiration date coincide with the expiration of new licenses anticipated for Project Nos. 2105 and 2107. In order to facilitate parallel timing for expiration of these licenses, a 33-year license appears appropriate." FERC issued the license for a 33-year term. The term for the New Project License for Project 2105 should be 30 years, as contemplated by all signing the Rock Creek-Cresta agreement. If, however, FERC for some reason adjusted the term of the Rock Creek-Cresta license to be, for example, 43 years, then the Department would consider a license term for this project of 40 years to again coordinate license expiration of this project 2105 with the Rock Creek-Cresta project, and achieve a watershed approach in the next relicensing effort. The Department would expect any change in the term of the Rock Creek-Cresta license to be a major license amendment, with the corresponding opportunities for notice and comment by the public and resource agencies.

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UPPER NORTH FORK FEATHER RIVER PROJECT

FERC Project No. 2105

Project 2105 Relicensing
Settlement Agreement

DRAFT

October 31, 2003

Upper North Fork Feather River Project

FERC Project No. 2105

Relicensing Settlement Agreement

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Appendix C. Authorized Representatives of Parties

Upper North Fork Feather River Project

FERC Project No. 2105

Relicensing Settlement Agreement

1. Introduction

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

The Parties to this Settlement agree as follows:

1.2 Recitals

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

1.2.2 Prior to filing its application for new license the Licensee consulted with the other Parties in development of the studies, data, and other material presented in the application. In early 2003 the Parties met and decided to continue discussions on a regular basis on appropriate mitigation and enhancement measures in a collaborative process.

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

SWRCB staff has participated in the 2105 Collaborative in order to provide the parties with guidance concerning the SWRCB's regulatory requirements and in furtherance of the SWRCB's policy to promote voluntary settlement agreements. However, the SWRCB cannot prejudge the Licensee's request for water quality certification in connection with this relicensing proceeding and therefore could not execute this settlement agreement.

1.3 Effective Date of Settlement. This Settlement becomes effective as of _____ ("Effective Date").

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

1.5 Definitions.

- i. AF: acre-foot of water
- ii. ADR: Alternative Dispute Resolution - see Paragraph 4.9.1.
- iii. Basin Plan: The Water Quality Control Plan for the Central Valley Region, the

Sacramento and San Joaquin River Basins Beneficial Uses: Beneficial Uses include municipal and domestic water supply, hydropower generation, water contact recreation, canoeing and rafting, non-contact water recreation, warm and cold freshwater habitat, warm and cold freshwater spawning habitat, and wildlife habitat, as designated in the Basin Plan, or any revision thereto.

- iv. Belden Reach: The portion of the NFFR between Belden Forebay Dam and Belden Powerhouse.
- v. Block Loading: Operational mode of a powerhouse in which the generation capacity (and resulting cfs release) is held at or near a constant level for an extended period of time.
- vi. Cap Flows: Maximum level to which the Minimum River Flow level may be adjusted as provided in Appendix A, Table A.

CD: Critically Dry water year type as defined in Appendix A, Section II.

cfs: cubic feet per second

Collaborative: See Paragraph 1.2.4

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

Cresta Reach: That portion of the NFFR between Cresta Dam and the Cresta Powerhouse.

DEA: Draft Environmental Assessment .

Disputing Party; Disputing Parties: See Paragraph 4.9.1.

Dry: Dry water year type as defined in Appendix A, Section II.

Effective Date: See Paragraph 1.3.

ESA: Federal Endangered Species Act - see Paragraph 2.6.1.

ERC: Ecological Resources Committee as established in Appendix A, Section VIII and as fully described in Appendix B, Section II.

FPA: Federal Power Act.

Good Faith: Honesty of purpose, free from intention to defraud, faithful to one's duty or obligation.

Heat Storm: A multi-day sequence of extreme temperatures across California or the western-U.S. that results in near-record electricity use and voluntary power use reductions or involuntary, rotating power outages.

Inconsistent with this Settlement: See Paragraph 4.3.1.

Minimum River Flows: Required minimum flows in the Belden and Seneca reaches as provided in Section II of Appendix A.

NA: not applicable

NFFR: North Fork Feather River

NEPA: National Environmental Policy Act - see Paragraph 1.2.4.

New Project License: See Paragraph 1.2.1.

- vii. Normal: Normal water year type as defined in Appendix A, Section II.
- viii. Notice: See Paragraph 5.9.
- ix. Prattville Intake Modifications: Physical improvements in the vicinity of the Prattville Intake to attract cold water to the intake.
- x. Party; Parties: See Paragraph 1.1.
- xi. PM&E: protection, mitigation or enhancement measure.
- xii. Project: See Paragraph 1.2.1.
- xiii. Pulse Flows: Short term elevated levels of release from Project dams in amounts and durations specified in Appendix A, Table A.
- xiv. Seneca Reach: That portion of the NFFR between Canyon Dam (Lake Almanor) and Caribou Powerhouse.
- xv. Ramping Rate: The rate of change in a flow release or spill from a dam expressed as an increase or decrease in discharge (in cfs) over a period of time. See Appendix A, Section II.5.
- xvi. Reasonable Control Measures: Measures to control water temperatures as specified in Section I of Appendix A.
- xvii. Resolved Subjects: See Paragraph 2.2.
- xviii. Rock Creek Reach: That portion of the NFFR between Rock Creek Dam and Rock Creek Powerhouse.
- xix. Section 4(e) Conditions: Any license conditions proposed by FS under FPA Section 4 (e).
- xx. 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 allow the intake to attract colder water
- xxi. 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.
- xxii. Water Year Type: See Appendix A, Section II.
- xxiii. Wet: Wet water year type as defined in Appendix A, Section II.

2. Purpose of Settlement

2.1 Purpose. The purpose of this Settlement is to resolve among the Parties all streamflow issues for ecological purposes and river-based recreational use and other Resolved Subjects in support of FS

issuing its Final 4(e) Conditions and FERC issuing a New Project License. For this purpose, the Parties agree that this Settlement constitutes an entire agreement that provides an appropriate balancing of hydroelectric power generation with the Resolved Subjects and the Parties will request that the FERC use the provision of this agreement as an alternative to be considered in the FERC's NEPA analysis process.

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

Table 1

Subjects Resolved by this Settlement (May need to revise, some may go to Table 2))

- (a) Streamflows for PM&E of fish, wildlife, and other aquatic biota in Project-affected stream reaches
- (b) Streamflows for PM&E of riparian habitat in Project-affected stream reaches
- (c) Streamflows for stream channel maintenance in Project-affected stream reaches
- (d) Streamflows for whitewater boating and other river-based recreation on the Belden and Seneca reaches
- (e) Water quality associated with Project operations and facilities, including water temperatures
- (f) Streamflow fluctuations from Project operations, including Ramping Rates
- (g) Streamflow gaging for compliance monitoring
- (h) Stream ecology monitoring
- (i) Streamflow information for use by the public
- (j) (Adaptive management may not be needed)
- (k) Facility modifications to implement the PM&E measures stated in Appendix A
- (l) Administration of Settlement Agreement
- (m) Term of New Project License
- (n) River sediment management
- (o) Project reservoir operation and lands management principles
 - a. Recreation facilities development during the term of the New Project License.

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

Table 2

Disputed Subjects Not Resolved by this Settlement

2.4 No Precedent for Other Proceedings. This Settlement is made upon the express understanding that it constitutes a negotiated resolution of Resolved Subjects. No Party shall be deemed to have approved, admitted, accepted, or otherwise consented to any operation, management, valuation, or other principle underlying or supposed to underlie any of the Resolved Subjects, except as expressly provided herein. Nothing in this Settlement is intended or shall be construed as a precedent with regard to any other proceeding or hydroelectric project, except as expressly provided in Appendix A, Section I.

2.5 Compliance with Legal Responsibilities. Nothing in this Settlement is intended to or shall be construed to affect or limit the authority of any Party to fulfill its statutory, regulatory, or contractual responsibilities under applicable law. However, by entering into this Settlement the Parties with such responsibilities represent that they believe their responsibilities relative to Resolved Subjects have been, are, or can be met for the purpose stated in Paragraph 2.1, consistent with and by the terms of this Settlement.

2.5.1 ESA and FPA Section 18 Responsibilities Not Affected. Nothing in this Settlement is intended to or shall be construed to restrict or affect the continuing responsibilities of FERC or any Party under the Endangered Species Act ("ESA"), including the implementing regulation at 50 C.F.R. § 402.16. Further, notwithstanding any other provision in this Settlement, this Settlement is not intended to and shall not be construed to address, affect, or apply to the Secretary of the United States Department of the Interior's independent authority under FPA Section 18 to prescribe fishways, or Licensee's right to dispute such authority.

2.6 Reservation of Claims, Rights, and Responsibilities. Each Party reserves all claims, rights, and responsibilities, which it may otherwise have with respect to any subjects not listed as Resolved Subjects. Nothing in this Settlement is intended or shall be construed to affect or restrict any Party's participation in or comments about compliance with the New Project License, future relicensing of the Project subsequent to the current relicensing, or any other project licensed to Licensee.

Term of New Project License. The Parties agree that the term of the New Project License shall be for a nominal period of 40 years.

8. Shoreline Erosion

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. Subject to Paragraphs 3.2 and 3.3, the Parties respectfully request that FERC accept and incorporate, without material modification, as license articles all of the PM&E measures stated in Appendix A of this Settlement. Subject to the same limitation, the Parties further request that FERC not include in the New Project License articles on Resolved Subjects that are inconsistent with this Settlement, except as may be necessary to enable FERC to ascertain and monitor Licensee's compliance with the conditions of the New Project License and its rules and regulations under the FPA.

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

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

3.4 Protection, Mitigation, and Enhancement Measures Recommended to be Included in the 401 Certification. The Parties respectfully request that the State Water Resources Control Board (SWRCB) accept and incorporate, without material modifications, as conditions to the 401 Certification all the PM&E measures stated in Appendix A of the Settlement that are within the SWRCB's jurisdiction under Section 401 of the Clean Water Act. The Parties further request that the SWRCB not include as conditions to the 401 Certification inconsistent conditions on Resolved Subjects.

3.5 Measures Agreed to But Not to be Included in the New Project License or Section 4(e) Conditions or 401 Certification. Measures agreed to among the Parties which are not to be incorporated in the New Project License or FS Section 4(e) Conditions are stated in Appendix B.

4. Implementation of Settlement

4.1 Support of Settlement. The Parties shall be bound by this Settlement for the term stated in Paragraph 1.4, provided the New Project License is consistent with the terms of this Settlement, and specifically the PM&E measures stated in Appendix A hereto.

4.2 Support for Issuance of New Project License. To the extent permitted by applicable law, the Parties shall support or advocate through appropriate written communications to FERC and FS, this Settlement and the PM&E measures stated in Appendix A hereto. For Resolved Subjects and subject to Paragraph 3.3, the Parties agree not to propose, support, or communicate to FERC or FS any comments, recommended PM&E measures, or license conditions other than ones consistent with this Settlement.

Subject to Paragraph 3.3, prior to the issuance of the New Project License, and at the request of Licensee, the Parties shall timely support this Settlement in written communications to any other administrative agency with advisory or mandatory conditioning authority over issuance of the New Project License, provided this sentence shall not apply to the agency exercising the authority.

4.3 New Project License, Final 4(e) Conditions, 401 Certification or Other Mandatory Conditions Inconsistent with this Settlement

4.3.1 New Project License. If the New Project License issued by FERC contains any material modification of the PM&E measures stated in Appendix A or Appendix B, incorporates fewer than all of the PM&E measures stated in Appendix A, or includes additional measures related to Resolved Subjects (“inconsistent with this Settlement”), this Settlement shall be deemed modified to conform to the New Project License, unless a Party provides Notice that it disputes the inconsistency within 30 days after the date of the license order, and that Party initiates the Alternative Dispute Resolution (“ADR”) procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3. Before initiating the ADR, a Party shall make a good faith effort to meet and confer with other signatories to this Settlement. The disputing Party(s) may, in addition, initiate the rehearing procedure described in Paragraph 4.4.1. If the New Project License does not contain all of the PM&E measures stated in Appendix A because FERC expressly determines that it does not have jurisdiction to adopt or enforce the omitted PM&E measures, the Parties agree that they shall be bound by the entire Settlement, including those recommended PM&E measures omitted by FERC, provided the New Project License contains those PM&E measures stated in Appendix A over which FERC determines it does have jurisdiction and the New Project License is otherwise consistent with this Settlement.

4.3.2 Final 4(e) Conditions. If any Final 4(e) Condition is inconsistent with this Settlement, this Settlement shall be deemed modified to conform to the Final 4(e) Conditions, unless a Party provides Notice that it disputes the inconsistency by initiating the ADR procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3. Before initiating the ADR, a Part shall make a good faith effort to meet and confer with other signatories to this Settlement. The disputing Party(s) may, in addition, initiate the appeal procedure described in Paragraph 4.4.2. If the Final 4(e) Conditions do not contain all of the PM&E measures stated in Appendix A because FS expressly determines that it does not have jurisdiction to adopt or enforce the omitted PM&E measures, the Parties shall be bound by the entire Settlement, including those recommended PM&E measures omitted by FS, provided the Final 4(e) Conditions contain those PM&E measures stated in Appendix A over which FS determines it does have jurisdiction and the Final 4(e) Conditions are otherwise consistent with this Settlement.

4.3.3 401 Certification. If any provision of the 401 Certification is inconsistent with the Settlement, the Settlement shall be deemed modified to conform to the provisions of the 401 Certification, unless a Party provides Notice within 30 days of the dates of the 401 certification that it disputes the inconsistency, and that Party initiates the ADR procedures stated in Paragraph 4.9.1 et seq. Before initiating the ADR, a Party shall make a good faith effort to meet and confer with other signatories to this Settlement. The disputing Party(s) may, in addition, initiate the rehearing procedure described in Paragraph 4.4.3. If the 401 Certification does not contain all of the PM&E measures stated in Appendix A because SWRCB expressly determined that it does not have jurisdiction to adopt or enforce the omitted PM&E measures, the Settlement shall not be used as the basis for dispute among the Parties, and the Parties shall be bound by the entire Settlement, including those recommended PM&E measures omitted by the SWRCB, provided the 401 Certification contains those PM&E measures stated in Appendix A over which SWRCB determines it does have jurisdiction and the 401 Certification is otherwise consistent with the Settlement.

4.3.4 Other Mandatory License Conditions. If an agency other than FS files with FERC any mandatory

license condition that is inconsistent with this Settlement, this Settlement shall be deemed modified to conform to such condition, unless a Party provides Notice that it disputes the inconsistency within 30 days after the date of filing of such condition, and that Party initiates the ADR procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3. Before initiating the ADR, a Party shall make a good faith effort to meet and confer with other signatories to this Settlement. The disputing Party(s) may, in addition, initiate any appeal procedure applicable to the agency that issued such condition. If such mandatory license conditions do not contain all of the PM&E measures stated in Appendix A because the issuing agency expressly determines that it does not have jurisdiction to adopt or enforce the omitted PM&E measures, the Parties agree that they shall be bound by the entire Settlement, including those recommended PM&E measures omitted by the issuing agency, provided the mandatory license conditions contain those PM&E measures stated in Appendix A over which issuing agency determines it does have jurisdiction, and the mandatory license conditions are otherwise consistent with this Settlement.

4.4 Appeal of New Project License, Final 4(e) Condition, 401 Certification or other Mandatory License Conditions Inconsistent with this Settlement.

4.4.1 Appeal to FERC. Any Party may petition FERC for rehearing or seek judicial review of any New Project License article, or omission of PM&E measures stated in Appendix A, that is inconsistent with this Settlement. The ADR requirements stated in Paragraph 4.9.1 - Paragraph 4.9.3 do not preclude any Party from timely filing for and pursuing rehearing under 18 C.F.R. § 385.713(b), or judicial review, of the inconsistent license article or any other license article that relates to subjects not listed as a Resolved Subject. However, the Parties shall follow the ADR procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3 to the extent reasonably practicable while such appeal of an inconsistency is pursued. If any Party or non-Party files for administrative rehearing or judicial review of any New Project License article that is inconsistent with this Settlement, Licensee's duties under this Settlement related to that article are suspended to the extent necessary to enable Licensee to comply with the license. If a Party has filed for rehearing or judicial review of any New Project License article that is inconsistent with this Settlement and the Parties subsequently agree to modify this Settlement to conform to the inconsistent article, the filing Party(s) shall withdraw the appeal, or recommend such withdrawal, as appropriate. Except as provided in Paragraph 4.3.1 for omissions based on jurisdiction, if any New Project License article is inconsistent with this Settlement after a final and non-appealable administrative or judicial decision on the appeal, this Settlement shall be deemed modified to conform to the final decision unless a Party provides Notice that it disputes the inconsistency within 45 days after the date of the final decision and initiates the ADR procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3. Except as necessary to fulfill a statutory or regulatory responsibility or policy, the Parties have a continuing duty to support this Settlement, or as appropriate, recommend such support, during an administrative rehearing or judicial review.

4.4.2 Reconsideration of 401 Certification. Any Party may seek administrative rehearing or judicial review of and provision of the 401 Certification, or omission of PM&E measures stated in Appendix A, that is inconsistent with the Settlement. The ADR requirements of Paragraph 4.9.1 et seq. do not preclude any Party from timely filing and pursuing a petition for reconsideration under California Code of Regulations, title 23, section 3867-3869, or judicial review, of any provision of the 401 Certification that is inconsistent with the Settlement, or any other provision of the 401 Certification that relates to subjects not listed as a Resolved Subject. However, the Parties shall follow the ADR procedures stated in Paragraph 4.9.1 et seq to the extent reasonably practicable while any such petition or judicial review of an inconsistency is pursued. If a Party has filed for administrative rehearing or judicial review of any provision of the 401 Certification that is inconsistent with the Settlement and the Parties subsequently

agree to modify the Settlement to conform to the inconsistent condition, the filing Party(s) shall withdraw the petition or dismiss the judicial action, or recommend such withdrawal or dismissal, as appropriate. Except as provided in Paragraph 4.3.3 for omissions based on jurisdiction, if any provision of the 401 Certification is inconsistent with the Settlement after the final and non-appealable decision on the petition or judicial action, the Settlement shall be deemed modified to conform to the final decision, unless a Party provides Notice that it disputes the inconsistency within 45 days after the date of the final decision, and that Party initiates the ADR procedures stated in Paragraph 4.9.1 et seq. Except as necessary to fulfill a statutory responsibility or policy, all Parties have a continuing duty to support the Settlement, or as appropriate, recommend such support, during an administrative rehearing or judicial review. If there is disagreement about the need for such support between the requesting Party and any other the Party, those Parties shall meet and confer within 5 days of the request being made and shall take all reasonable good faith efforts to resolve the disagreement consistent with the obligation to cooperate.

4.4.3 Appeal to other Agency with Mandatory Conditioning Authority. Any Party may seek administrative rehearing or judicial review of any mandatory license condition that, as filed with FERC, is inconsistent with this Settlement. The ADR requirements stated in Paragraph 4.9.1 - Paragraph 4.9.3 do not preclude any Party from timely filing and pursuing such appeal of a mandatory license condition that is inconsistent with this Settlement, or any other mandatory license condition that relates to subjects not listed as a Resolved Subject. However, the Parties shall follow ADR procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3 to the extent reasonably practicable while any such appeal of an inconsistency is pursued. If a Party has filed for administrative rehearing or judicial review of any mandatory license condition that is inconsistent with this Settlement, and the Parties subsequently agree to modify this Settlement to conform to the inconsistent condition, the filing Party(s) shall withdraw the appeal, or recommend such withdrawal, as appropriate. If any mandatory license condition is still inconsistent with this Settlement after a final and non-appealable administrative or judicial decision on the appeal, this Settlement shall be deemed modified to conform to the final decision, unless a Party provides Notice that it disputes the inconsistency within 45 days after the date of the final decision, and that Party also initiates the ADR procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3. Except as necessary to fulfill a statutory or regulatory responsibility or policy, all Parties have a continuing duty to support this Settlement, or as appropriate, recommend such support, during such administrative rehearing or judicial review.

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

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

4.5.2 Licensee Solely Responsible for Operations of Project. By entering into this Settlement, none of the Parties, except for Licensee, have accepted any legal liability or responsibility for the operation of the Project.

4.5.3 Availability of Funds. Implementation of this Settlement for a Party that is a federal agency is subject to the requirements of the Anti-Deficiency Act, 31 United States Code, Section 1341, and the availability of appropriated funds. Nothing in this Settlement is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The Parties acknowledge that the Parties that are federal agencies shall not be required under this Settlement to expend any federal agency's appropriated funds unless and until an authorized official of each such agency affirmatively acts to commit such expenditures as evidenced in writing. Implementation of this Settlement by Parties that are state or local agencies is subject to the availability of appropriated funds. Nothing in this Settlement is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the Treasury of the State of California or Plumas County. The Parties acknowledge that the Parties that are state or local agencies shall not be required under this Settlement to expend any appropriated funds unless and until an authorized official of each such agency affirmatively acts to commit such expenditures as evidenced in writing.

4.5.4 FS Participation in Settlement. FS is not included in the definition of the words "Party" or "Parties" as used in Paragraphs 3.1, 3.2, 4.1, 4.2, 4.3.2, 4.4.1, 4.4.2, 4.5, and 4.7.1 of this Settlement. Additionally, FS' obligations under and participation in this Settlement are fulfilled upon issuance of a New Project License containing Final 4(e) Conditions that are no longer subject to administrative appeal or judicial review. Notwithstanding any provision to the contrary, nothing in this Settlement is intended or shall be construed to create FS authority over a subject that is not within its existing authority.

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

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

4.7 Reopener or Amendment of New Project License.

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

4.7.2 Amendment. Nothing in this Settlement is intended or shall be construed to affect or limit the right of Licensee to seek amendments of the New Project License, provided that Licensee may seek a Project license amendment which would adversely affect this Settlement only if Licensee, relying on significant new information not known or understood as of the date of issuance of the New Project License, can reasonably demonstrate in the amendment proceeding that the amendment is in furtherance of the public interest under the FPA or other applicable law. Prior to filing a proposed license amendment which relates to a Resolved Subject or would otherwise affect this Settlement, Licensee shall provide the Parties at least 90-day Notice of its intention to do so, and promptly following the giving of such Notice, shall consult with Parties responding within 30 days of such Notice regarding the need for and the purpose of the amendment, provided Licensee shall not be required to comply with this 90-day Notice provision if it believes an emergency situation exists or if required to meet its responsibilities under applicable law or an order of an agency with jurisdiction over Licensee. In such an emergency situation, Licensee shall give Notice to the ERC and FS within 5 days of the event. In any application for a Project license amendment that relates to a Resolved Subject or would otherwise affect this Settlement, Licensee shall provide with its application documentation of its consultation with the responsive Parties, summarize the positions and recommendation of the responsive Parties and provide its response to those positions and recommendations. Licensee shall not oppose an intervention request by any Party that satisfies FERC's procedural requirements in a proceeding for a Project license amendment that any Party has concluded would adversely affect this Settlement. A Project license amendment that, as approved by FERC, would adversely affect this Settlement is subject to Paragraph 4.3.1. Further, a Project license amendment that, as approved by FERC, would adversely affect this Settlement may be considered by a Party as significant new information, allowing that Party to invoke the reopener provision in Paragraph 4.7.1.

4.8 Amendment of Settlement. This Settlement may be amended at any time through the term of the New Project License plus the term(s) of any annual license(s) which may be issued after the foregoing New Project License has expired, after Notice, with the unanimous agreement of all Parties still in existence and responsive within 30 days of such Notice. Any amendment of this Settlement shall be in writing and executed by the responding Parties.

4.9 Dispute Resolution

4.9.1 General. Except to the extent that FERC, FS, or other agency with jurisdiction over a Resolved Subject has a procedure that precludes implementation of Paragraph 4.9.1 - Paragraph 4.9.3, and to the extent specified for the ERC in Appendix B, all disputes among the Parties regarding any Party's performance or compliance with this Settlement, including resolution of any disputes related to any New Project License article, Final 4(e) Condition, or mandatory license condition filed with FERC by an agency other than the FS, that is inconsistent with this Settlement, shall be the subject of a non-binding alternative dispute resolution ("ADR") procedure among the disputing Parties, as stated in this Paragraph 4.9.1 - Paragraph 4.9.3. Each Party participating in a dispute ("disputing Party," or collectively, "disputing Parties") shall cooperate in Good Faith to promptly schedule, attend and participate in the ADR. The disputing Parties agree to devote such time, resources and attention to the ADR as is needed to attempt to resolve the dispute at the earliest time possible. Each disputing Party shall implement promptly all final agreements reached, consistent with its applicable statutory and regulatory responsibilities. Nothing in Paragraph 4.9.1 - Paragraph 4.9.3 is intended or shall be construed to affect or limit the authority of FERC, FS, or other agency with jurisdiction over a Resolved Subject, to resolve a dispute brought before it in accord with its own procedure and applicable law.

4.9.2 ADR Procedures. A Party claiming a dispute shall give Notice of the dispute within 30 days of the Party's actual knowledge of the act, event, or omission that gives rise to the dispute, unless this Settlement provides otherwise. If the dispute includes a claim that any New Project License article,

Section 4(e) Condition, or mandatory license condition filed with FERC by an agency other than FS, is inconsistent with this Settlement, and the claim arises prior to rehearing or appeal, the Notice shall be made within the time periods specified in Paragraphs 4.3.1, 4.3.2, or 4.3.3, respectively. If the dispute includes a claim that any New Project License article, Section 4(e) Condition, or mandatory license condition filed with FERC by an agency other than FS, is inconsistent with this Settlement, and the claim arises during or after rehearing or appeal, the Notice shall be made within the time periods specified in Paragraphs 4.4.1, 4.4.2, and 4.4.3, respectively. At a minimum and in any dispute subject to these ADR procedures, the disputing Parties shall hold two informal meetings within 30 days after Notice, to attempt to resolve the disputed issue(s). Any disputing Party may request that a FERC employee facilitate these informal meetings to assist in resolving the dispute. If the informal meetings fail to resolve the dispute, the disputing Parties shall attempt to resolve the dispute using a neutral mediator jointly selected within 15 days after Notice by a disputing Party that the informal meetings did not resolve the dispute. The disputing Parties shall select a mediator from the sources described in 18 CFR §385.604(c)(3). Absent an agreement for equitable allocation of costs of the mediator, the Parties shall select a FERC employee as mediator. The mediator shall mediate the dispute during the next 60 days after their selection. Any of these time periods may be reasonably extended or shortened by agreement of the disputing Parties, or as necessary to conform to the procedure of an agency or court with jurisdiction over the dispute. Unless otherwise agreed among the disputing Parties, each disputing Party shall bear its costs for its own participation in the ADR procedures.

4.9.3 Enforcement of Settlement After Dispute Resolution. Any Party may seek in a court of competent jurisdiction specific performance of this Settlement by any other Party, after compliance with the ADR procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3. No Party shall be liable in damages for any breach of this Settlement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Settlement, or any other cause of action arising from this Settlement. The time used to comply with the ADR procedures shall be excluded from computing any applicable statute of limitations, except where applicable law precludes such exclusion when computing time. Nothing in Paragraph 4.9.1 - Paragraph 4.9.3 is intended or shall be construed to affect or limit the jurisdiction of any agency or court as established under applicable law.

4.10 Withdrawal From Settlement.

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

4.10.2 Withdrawal of Licensee from Settlement. In addition to the provisions of Paragraph 4.10.1, Licensee may withdraw from this Settlement without first complying with the ADR procedures stated in Paragraph 4.9.1 - Paragraph 4.9.3 if a participant in the Collaborative does not execute, or in the case of the FWS, initial this Settlement by the Effective Date, or a Party withdraws from this Settlement, and Licensee reasonably determines at its sole discretion that the failure to execute or the withdrawal (a) may adversely affect the likelihood of FS issuing Final 4(e) Conditions consistent with this Settlement; (b) may adversely affect FERC's issuance of a New Project License consistent with this Settlement; or

(c) substantially diminishes the value of this Settlement to Licensee. Licensee shall exercise the right to withdraw from this Settlement as provided in this paragraph within 30 days of Licensee's knowledge of the event creating the right to withdraw.

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

4.10.4 Continuity After Withdrawal. The withdrawal of a Party, other than Licensee, does not terminate this Settlement for the remaining Parties. If a Party withdraws from this Settlement, the withdrawing Party shall not be bound by any term contained in this Settlement. Additionally, except for Licensee, the withdrawing Party shall be deemed to have resigned from the ERC upon the effective date of the withdrawal and shall not be eligible for membership in the ERC for a period of 5 years. The withdrawing Party shall continue to be bound by the Collaborative protocols, to the extent permitted by applicable law.

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

5. General Provisions

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

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

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

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

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

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

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

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

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

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

6. Execution of Settlement

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

6.1.1 Initialing by FWS. By initialing this Settlement, FWS signifies its agreement to this Settlement subject to review of the effects of this Settlement under Section 7 of ESA on species listed or proposed for listing under that law. Provided FWS issues a non-jeopardy biological opinion at the conclusion of the Section 7 consultation that is consistent with this Settlement, FWS agrees to become at that time signatory to this Settlement.

6.2 Disclosure of Other Agreements. Each Party represents that it is not a party to any other existing agreement with any Party or non-Party relating to this Settlement. If a Party subsequently determines that it has such an agreement, such Party shall provide Notice of the terms of that agreement.

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

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

Section __. Streamflow Management

1. Minimum Streamflows. For the preservation and improvement of aquatic resources in the Project area, Licensee shall maintain specified Minimum Streamflows and 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 requirement as per Paragraph 5. Streamflows in Table A-2 may need to be increased (adjusted) to achieve water temperatures protective of cold-water habitat, as determined to be under the reasonable control of Project Operation. Minimum Streamflows shall commence within 60 days of the issuance of the new license, unless facility modifications are required.

Table A-1. Releases from Canyon Dam

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

Table A-2. Releases from Belden Dam

Water Year type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CD	105	130	170	180	185	90	80	75	75	75	85	90
Dry	135	140	175	195	195	160	130	110	100	100	110	115
Normal	140	140	175	225	225	225	175	140	140	120	120	120
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 license and complete such modifications as soon as reasonably practicable but no later than two years after receipt of all required permits and approvals. Prior to completion of such required facility modifications, the Licensee shall make a good faith effort to provide the specified minimum streamflows within the capabilities of the existing facilities. The requirements of this article are subject to temporary modification if required by equipment malfunction, emergency conditions or as directed by law enforcement authorities, or critical electric system emergency reasonably beyond the control of the Licensee.

2. Streamflows in Lower Butt Creek. Licensee shall take no action to reduce dam leakage, tunnel leakage, spring or other natural flows that currently provide inflow to Lower Butt Creek below the Butt Valley Dam unless directed to do so by FERC or other regulatory agency. As part of any such order, any negative impact that a reduction in flow would have on the ecology of Lower Butt Creek will be considered.

3. Pulse Flows in North Fork Feather River. Pulse flows and gravel monitoring will be implemented in the Seneca and Belden Reaches to further assist in the preservation and improvement of aquatic conditions in the Project area.

A. Pulse Flows: Licensee shall provide one pulse flow release from both Canyon Dam (Seneca Reach) and Belden Forebay Dam (Belden Reach) in each of January, February and March if the forecasted Water Year Type for that month, as defined in Section ___, indicates that the water year is anticipated to be either normal or wet. No pulse flows are required in months where the Water Year Type forecast for that month indicates that the water year will be either dry or critically dry. No pulse flows will be required in March in the respective reach if two successive days of mean daily water temperature greater than XX degrees C are measured at gages NF2 or NF70, or if rainbow trout spawning is observed and reported to Licensee by CDFG or FS in the Seneca or Belden Reaches. In both the Seneca and Belden Reaches, pulse flows shall be implemented such that the release volume is no more than 1,800 acre-feet of water. The typical schedule is to increase the streamflow at the Basic Ramping Rate to reach the peak streamflow, and hold the peak streamflow for 12 hours. The peak streamflow is variable by month and water year type as follows: 675 cfs in January of wet and normal water years; 1,000 cfs in February and March of normal water years, and 1,200 cfs in February and March of wet water years. After the peak streamflow is complete, streamflow is reduced at the Basic Ramping Rate until 400 cfs is reached, held at that streamflow for 6 hours, and then reduced at the Basic Ramping Rate until the Minimum Streamflow specified in Paragraph 1) above is reached. The 6-hour period of constant streamflow during the ramp down shall occur between 9 am and 3 pm of a weekend to allow recreational boating opportunities. A similar schedule shall be implemented in January and February of normal and wet years, but without the period of constant flow during the ramp down. In the Belden reach, no period of constant flow during the ramp down is required in any month.

B. Gravel Monitoring Plan: The Licensee shall, within 12 months of license issuance, develop and implement a Pulse Flow Monitoring Plan, in consultation with the FS, CDFG, FWS, and SWRCB, that has been approved by the FS, and filed with FERC. The plan shall evaluate movement of sediment that occurs during scheduled pulse flow events and other flow events of a similar magnitude as scheduled pulse flows. Emphasis shall be placed on monitoring the movement of spawning-sized gravel and recruitment of similar-sized material into the Belden and Seneca Reaches. If, after consultation with the FS, CDFG, FWS, and SWRCB, it is determined that the pulse flows appear to have a detrimental impact on the availability and distribution of spawning-sized gravel, or it appears that a pulse flow of a different magnitude or duration would be beneficial, the pulse flow schedule shall be altered to better achieve the desired results. The proposed, revised schedule of pulse flows shall be approved by the FS and filed with FERC. Regardless of changes made to the magnitude and duration of a pulse flow, the total volume of water that is allocated for pulse flows in each year shall not increase beyond the volume described in Paragraph 3 of Section XX.

4. Pulse Flows in Lower Butt Creek. If determined to be necessary as per Paragraph 8 below, Licensee shall provide pulse flows via use of the Butt Valley Reservoir spillway or an acceptable alternative. The magnitude, ramping, and duration of the pulse flow[s] will be determined in consultation with FS, FWS, SWRCB and CDF&G and will consider the need to adequately move desired particle size material to the confluence with the Seneca Reach and address woody debris and live vegetation concerns. The timing of any pulse flows shall be coordinated and occur simultaneously with pulse flows in the Seneca Reach.

5. Streamflow Measurement. For the purpose of determining the river stage and Minimum Streamflow below Canyon Dam and Belden Forebay Dam, Licensee shall operate and maintain the existing gages at NF-2 and NF-70 (USGS gages 11399500 and 11401112, respectively) consistent with all requirements of FERC and under the supervision of the USGS. Any modification of the gage facilities at NF-2 and NF-70 that may be necessary to measure the new Minimum Streamflow releases shall be completed within three years after issuance of the new license. Individual mean daily flows shall be equal to or greater than the monthly Minimum Streamflow. The instantaneous 15-minute streamflow at the compliance gage shall be at least 90 percent of the Minimum Streamflow for the applicable monthly Minimum Streamflow.

6. Ramping Rates. For the preservation and improvement of aquatic resources in the Project area, Licensee shall control river flows by ramping streamflow releases from Project dams as provided in this Paragraph. Ramping Rates shall not apply to releases from Project Powerhouses or unregulated spills from Project dams.

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

Canyon Dam: 0.5 ft/hr up and down, in all months, as measured at NF-2; and

Belden Dam: 0.5 ft/hr up and down, in all months, as measured at NF-70.

Changes in Canyon Dam streamflow releases, because of gate size and other factors, may exceed the Ramping Rate in any particular hour, but Licensee shall make a good faith effort to return to

the overall Basic Ramping Rate in the next and subsequent hours.

B. Revision to Ramping Rates. In the event that studies or monitoring that may be required during the term of the License result in changes to the Basic Ramping Rate, the new Ramping Rates shall not result in an increase in the total volume of water that is required to be released when the new Basic Ramping Rates are applied to Pulse Flows or Recreation River Flows. Rather, if necessary, the volume of water required to accommodate the new Ramping Rates shall be made up by decreasing the volume and/or timing of Pulse Flows, Recreation River Flows or Minimum Streamflows such that the total volume of water required to be released remains the same.

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

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

8. Lower Butt Creek Monitoring. In addition to maintaining gages at NF-2 and NF-70 as provided in Paragraph 6 discussed above, Licensee shall rehabilitate, as necessary, and maintain an existing gage located on Lower Butt Creek designated by Licensee as NF-9. An approximate rating curve shall be maintained but the gage and the data collected at the gage shall not be required to meet USGS standards. This gage shall be read each year on or about April 1, June 1, August 1 and October 1. If it is determined during the course of the study conducted under the plan to be developed as outline below that the Lower Butt Creek weir is acting to block fish passage, then removal or modification of the existing weir shall be evaluated, and implementation of the removal or modification shall be completed within one year of the determination. Within 12 months of license issuance, Licensee shall, in consultation with FS, FWS, SWRCB and CDFG, develop and submit to FERC for approval, a plan to monitor and assess aquatic habitat quality in Lower Butt Creek between Butt Valley Dam and the confluence with the North Fork Feather River. This plan shall include evaluation of habitat quality at intervals of 3 to 5 years, depending on water-year magnitude and other appropriate factors. If the Licensee, in consultation with FS, FWS, SWRCB and CDFG, concludes that habitat quality in Lower Butt Creek has degraded and that a pulse flow would provide a significant benefit, then Paragraph 4 above shall be implemented.

9. Seneca and Belden Reach Habitat Monitoring. Between 10 and 12 years after license issuance, Licensee shall initiate a cooperative aquatic monitoring program with FS, FWS, SWRCB, and CDFG, and sampling shall occur every two years over a six-year period, for a total of three sampling periods.

The program shall include monitoring of fish populations and benthic macroinvertebrates in at least three sites in each reach. Sampling may be deferred to the following year in the event of a Critically Dry year. Results of the monitoring shall be distributed to FS, FWS, SWRCB, and CDFG.

Section ____, Recreation River Flow Management

1. **Recreation River Flow Technical Review Group.** Licensee shall, within 6 months after license issuance, establish a Recreation River Flow Technical Review Group (TRG) for the purpose of consulting with Licensee in the design of recreation and resource river flow management and monitoring plans, review and evaluation of recreation and resource data, and in the development of possible recreation river flows in the Belden Reach. CDFG, SWRCB, FWS, NPS, Plumas County, and American Whitewater shall be invited to participate in the TRG. The TRG shall be open to all interested parties, and the group's meetings shall be open to the public. The Licensee shall maintain, and make public, records of TRG meetings, and shall forward those records with any recommendations to the participating resource agencies and FERC.

2. **River Flow Management for Recreation Objective.** The objective of river flow management for recreation is to provide an appropriate range of flows within the Belden bypass reaches to enhance an overall spectrum of river recreation opportunity within the North Fork Feather River Canyon, that is consistent with other resource objectives (as identified by the Forest Plan (Sierra Nevada Framework), The Water Quality Control Plan (Basin Plan) for the California Regional Water Quality Control Board Central Valley Region (Sacramento River Basin and San Joaquin River Basin), and License, as amended).

3. **Recreation Flow Implementation Plan.** For the purpose of meeting the river flow management for recreation objective defined in Paragraph 2, Licensee shall implement the following plan.

A. **Determination to Proceed with Test Flows.** Within 6 months after license issuance, Licensee shall convene the TRG to evaluate the existing available ecological information regarding recreation river flows. If, based on available information, there are no unacceptable impacts on sociological or ecological resources, the TRG shall make a recommendation within six months of convening if recreation test river flows as prescribed in Table B should be conducted in order to further evaluate the ecological and social effects of the Belden Reach Recreation River Flow schedule prescribed in Table B.

B. **Approvals to Proceed with Test Flows.** Any recommendation regarding recreation test river flows made by the TRG shall be submitted to the FS and SWRCB for review and approval. The FS and SWRCB will consult with appropriate state and federal agencies, Licensee, tribal governments, and other interested parties prior to approving the proposal as submitted or modified. Following approval by the FS and the SWRCB, Licensee shall file the proposal with FERC for approval.

C. **Conducting Test Flows.** Upon approval from FERC, Licensee shall conduct recreation test river

flows as prescribed in Table B for a 3-year period.

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

E. **Determination of Continued Flows.** After the 3-year recreation test river flow period, Licensee shall convene the TRG to evaluate the existing available ecological and social information. The TRG shall make a recommendation if recreation river flows should be continued in order to meet the river flow management for recreation objective. Any continued recreation river flows shall not exceed the flows prescribed in Table B.

F. **Approval of Results of Determination of Continued Flows.** Any recommendation regarding continued recreation river flows made by the TRG shall be submitted to the FS and SWRCB for review and approval. The FS and SWRCB will consult with appropriate state and federal agencies, Licensee, tribal governments, and other interested parties prior to approving the proposal as submitted or modified. Following approval by the FS and the SWRCB, Licensee shall file the proposal with FERC for approval.

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

Table B - Belden Reach Recreation River Flow Schedule *

Month	Release amount in Cubic Feet per Second (cfs)	Release Days per Month			User Day Triggers

	Dry/ Crit. Dry	Normal/ Wet	Crit. Dry Start	Crit. Dry Cap	Dry/ Normal/Wet Start	Dry/ Normal/Wet Cap	Wet/ Normal /Dry
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							Up	Down
July	650	750	1 day	1 days	1 day	2 days	130/180	90
Aug	650	750	1 day	1 days	1 day	2 days	160/200	100
Sep	650	750	1 day	1 days	1 day	2 days	160/2000	100
Oct	650	750	1 day	1 day	1 day	2 days	160/200	100

* 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.

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

B. Additional Flow Days. The desired date of the month for the second flow will be recommended by the TRG based on evaluation of social and ecological considerations.

C. Recreation River Flow Postponement.

1. Electrical Generation Emergency. Licensee may postpone up to one weekend of recreation river flow releases in July and one weekend of recreation river flow releases in August based on projected insufficient electrical generation reserves as forecasted by the Independent System Operator (or its successor), provided Licensee gives 48-hours notice to the recreation community. Such notice may be accomplished by sending a notice to the phone number or website specified by American Whitewater.

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

Postponed Recreation River Flows. Licensee shall reschedule postponed recreation river flow releases as recommended by the TRG.

D. Triggers for Adjustments. Licensee shall count observed boater use in boater days to determine whether recreation river flow release days should be added or subtracted. One boater day is defined as use of the Belden Reach for boating by one person for any part of a given day. Licensee shall collect boater use data on each scheduled recreation river flow release day. One day of recreation river flow shall be added to the recreation river flow schedule the next year after 100% exceedance of the up-trigger is met for each day in a particular month of that year. One day of recreation river flow shall be subtracted from the recreation river flow schedule for the next year after 100% exceedance of the down-trigger are not met in a particular month of that year. Days shall be adjusted in the same month in which use is monitored. Recreation river flow releases shall not decrease below 1 day per month and shall not exceed the Cap defined in Table B. Recreation river flow release days shall not be added or subtracted during any period of recreation test river flows conducted pursuant to Paragraph 3(C) above.

E. Ramping Rates. In implementing recreation river flows, Licensee shall apply the Basic Ramping Rates as defined in Section __.

Section __, Reservoir Operation

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

2. Lake Almanor Water Levels. Licensee shall operate Lake Almanor as follows:

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

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

C. Critically Dry Water Years. Under Critically dry Water Year Types, the Licensee shall

operate Lake Almanor so that by May 31, the water surface elevation is at or above 4482.0 feet, corresponding to approximately 835,000 AF. From June 1 through August 31, Licensee shall operate Lake Almanor so that the water surface elevation is at or above 4480.0 feet, corresponding to approximately 787,000 AF.

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

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

5. Multiple Dry Water Years. In the event of multiple, sequential Dry or Critically Dry Water Years, Licensee shall be allowed to decrease surface water elevations beyond those specified in Paragraphs 2 through 4. By March 10, Licensee shall notify CDFG, FWS, SWRCB, FS, and Plumas County of Licensee's drought concerns, and consult with representatives from CDFG, FWS, SWRCB, FS, and Plumas County to discuss operational concerns and plans by May 1 of the second or subsequent Dry or Critically Dry water years and the year following the end of the sequence of Dry and/or Critically Dry water years. If agreement is reached between all parties, implementation of an operational plan may begin as soon as documentation of the agreement is filed with FERC. If unanimous agreement is not reached, Licensee shall submit the proposed plan to FERC, as well as both assenting and dissenting comments, should they exist, and request expedited approval.

6. Temporary Modifications. Licensee may modify the minimum water surface elevations specified in this Section upon agreement between Licensee, SWRCB, CDFG, FWS, FS, and Plumas County for any of conditions listed below or, if a timely agreement is deemed not possible by Licensee, upon FERC approval of a proposal filed by Licensee. Any agreement reached by the parties noted above may be implemented as soon as documentation of the agreement is filed with FERC. If Licensee provides a proposal to FERC for approval, such proposal shall contain any comments or recommendations received from SWRCB, FWS, CDF&G, FS and Plumas County. Possible conditions that may warrant temporary modifications include:

A. The California Independent System Operator (ISO) (or its successor) or FERC determines that an extreme power shortage exists, and that drawing down Lake Almanor would help to alleviate the shortage.

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

C. A natural disaster or "Act of God" occurs that threatens the integrity of the Project.

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

7. Emergencies In the event Licensee is required to take immediate action to prevent imminent loss of life or substantial property damage, Licensee is authorized to take such immediate action as may be necessary to reduce the risk.

8. Exercise of Licensee's Water Rights. Nothing in this Section is intended to (1) prevent or reduce Licensee's ability to fully deliver water to the State of California and Western Canal Water District

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

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

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

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

12. **Annual Meeting With Plumas County.** Licensee shall meet annually with a committee appointed by the Plumas County Board of Supervisors. The committee will be limited to four persons, and membership will be determined by the Plumas County Board of Supervisors. This meeting shall be held between March 15 and May 15 to allow Licensee to inform the committee about Almanor lake levels predicted to occur between May 1 and September 30. In addition, should the provisions in Paragraph 8 be forecasted to occur, Licensee shall schedule within one month of the forecast an additional meeting with the committee.

Section ____, Water Year Type

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

Wet: Greater than or equal to 5,679 thousand acre-feet (TAF) inflow to Oroville.

Normal: Less than 5,679 TAF, but greater than or equal to 3,228 TAF inflow to Oroville.

Dry: Less than 3,228 TAF, but greater than or equal to 2,505 TAF inflow to Oroville.

CD: Less than 2,505 TAF inflow to Oroville.

Licensee shall make a forecast of the Water Year Type on or about January 10th, notify FS, CDFG, FWS, SWRCB, and Plumas County within 15 days, and operate for the remainder of that month and until the next forecast based on that January forecast. New forecasts will be made on or about the tenth of February, March, April, and May after the snow surveys are completed, and operations will be

changed as appropriate. In making the forecast each month, average precipitation conditions will be assumed for the remainder of the water year. The May forecast shall be used to establish the Water Year Type for the remaining months of the year and until the next January 10, when forecasting shall begin again. Licensee shall provide notice to FERC, SWRCB, CDFG, FS, FWS, Plumas County, and other interested parties of the final Water Year Type determination within 15 days of making the determination.

Article Water Quality Monitoring Program

November 17, 2003

1.0 Goals

1.1 The intent of this article is to provide an ongoing water quality monitoring program for Lake Almanor, Butt Valley Reservoir, and the Upper North Fork Feather River (UNFFR). The water quality monitoring program will provide data to ensure a reasonable protection of beneficial uses of the project waters and will allow for identification of any project-related changes in water quality that may occur over time.

2.0 Water Quality Study and Monitoring Plan

2.1 Selected Water Quality Monitoring. The Licensee shall conduct a special study to identify the cause of high dissolved cadmium and specific conductance levels in waters of the UNFFR that were measured in 2002-2003. This monitoring effort will be conducted at 20 specified locations throughout the upper watershed, and will include analysis of dissolved cadmium, total hardness and in situ parameters (temperature, dissolved oxygen (DO), pH, specific conductance, and turbidity). Water quality monitoring will be conducted seasonally (spring, summer, and fall).

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

1. Frequency: At a minimum, this monitoring will be conducted in years 1 and 2 after issuance of the FERC Project No. 2105 license. This monitoring program may be modified or terminated if agreed to by the Licensee and the participants listed in Section 3.4 that either cadmium or specific conductance levels are consistently below thresholds of concern or that the sources are non-project related.
2. Bacteriological Sampling. The Licensee shall conduct bacteriological monitoring (consistent with Basin Plan objectives for protection of the REC-1 beneficial uses) a total of 10 locations in the UNFFR Project boundaries. Sampling will include five annually rotating stations at Licensee-owned or managed recreation sites around Lake Almanor, three rotating stations at Licensee- or managed recreational sites around Butt Valley Reservoir, and two recreation sites on the UNFFR. Sampling locations will be selected based on criteria that include: (a) swimming and other water contact recreation activities are known

to occur in the area, and (b) there are sources for potential introduction of pathogens to the water column in the immediate vicinity. Five samples will be collected at each of the 10 sampling locations during the 30-day period that spans either the Independence Day Holiday (June-July) or the Labor Day Holiday (August-September), using the five samples in 30-days methodology.

1. Frequency: Bacteriological monitoring will be conducted annually for the first five (5) years after issuance of the license for FERC Project 2105, then once every other year through the term of the license. The licensee and the participants listed in Section 3.4 will determine selection of sampling locations for each upcoming field season. A list of locations to be sampled shall be provided by the SWRCB to the Licensee no later than May 31 of each designated sampling year. This monitoring program may be modified or terminated if agreed to by the licensee and the participants listed in Section 3.4.

3. 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 waters of the UNFFR project. Fish collected from Lake Almanor and Butt Valley will be analyzed for silver and mercury. Fish collected from Belden Forebay will be analyzed for PCB's, silver, and mercury. All fish collected will be fish that are 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 and Belden will be consistent with the field methods developed in the relicensing process in coordination with the SWRCB's Toxic Substances Monitoring Program), and is presented in Table 1. Specific sampling strategies for Lake Almanor are listed in Table 2.
 1. Frequency: The bioaccumulation fish tissue screening samples will be collected once every 5 years intervals, beginning the first year after license issuance for FERC Project No. 2105. The monitoring will continue through the term of the new license. During the term of the new license, the monitoring and reporting requirements may be reduced or terminated after it is demonstrated to the satisfaction of the appropriate agencies listed in subsection 3.3 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)

Rainbow Trout (6 individuals)

Sacramento Sucker (2 composites¹ of 3 individuals)

or

B) Smallmouth Bass (3 composites¹ of 3 individuals)

Rainbow Trout (3 composites¹ of 3 individuals)

Sacramento Sucker (2 composites¹ of 3 individuals)

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

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

Lake Almanor

Assessment of Silver and Mercury uptake in resident fish species.

Sample: Smallmouth Bass (18 individuals)

Brown Trout¹ (9 individuals)

Brown Bullhead (2 composites² of 3 individuals)

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

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

4. Canyon Dam Mitigation Measures Evaluation. The adequacy and efficacy of mitigation measures at Canyon Dam of seasonal gate switching will be monitored and evaluated. Profiles of in-situ parameters, including DO, temperature, pH, specific conductance, and turbidity profiles will be collected at 1-meter intervals in Lake Almanor during June, July, August, September, and October to monitor the onset of reduced conditions in the hypolimnion of Lake Almanor. Hydrogen sulfide, iron, manganese, and in situ parameters will be measured at the surface and bottom in Lake Almanor and at three locations in the Seneca Reach of the UNFFR during September and October. Sediment samples will be

analyzed for hydrogen sulfide, sulfate, iron, and manganese and will be collected during the October event in Lake Almanor near Canyon Dam.

The collection of the water quality and sediment samples will be coordinated with the mitigation measure to reduce odor below Canyon Dam by switching from the lower gate to the upper gate at the Canyon Dam Intake Tower. The September sample will be taken prior to the gate switch and the October sample will be taken after the gate has been switched to ensure that the mitigation measure is effective.

1. Frequency: The monitoring will begin the first year after issuance of the new license. At a minimum, monitoring will occur in six (6) water years, with two (2) occurrences in wet water years, two (2) occurrences in normal water years, and two (2) occurrences in dry/critically dry water years after issuance of the license for FERC Project No. 2105. At the conclusion of the 6-year data collection effort, the program will be evaluated to determine the effectiveness of the mitigation measure. Based on data provided, the licensee, in consultation with the participants listed in Section 3.4, shall make a determination on the effectiveness of the measure and the need (if any) for additional monitoring or development and implementation of alternative measures.
-
5. Lake Almanor Water Quality Monitoring Program. Water quality sampling in Lake Almanor will be conducted to monitor long-term water quality trends in Lake Almanor. The monitoring program is designed to monitor the long-term effects observed in Lake Almanor and to determine if water quality parameters meet water quality objectives outlined in the Water Quality Basin Plan for the Sacramento River and San Joaquin River Basins and the USEPA CTR and NRAWQ criteria. The Licensee shall collect water samples in Lake Almanor to be analyzed for general minerals, metals, nutrient, and petroleum products (Table 3). In situ parameters (including DO, temperature, pH, specific conductance, and turbidity) will be collected at 1-meter intervals. Secchi disc measurements will also be collected. Samples will be collected at three (3) representative locations, one in the channel near the Canyon Dam intake structure; one in western lobe, and one in the eastern lobe.
 1. Frequency: Lake Almanor water quality monitoring will be conducted seasonally (spring summer, and fall) once every five (5) years beginning in Year 5 after license issuance for FERC Project No. 2105, and will continue through the term of the license. During the term of the new license, the monitoring and reporting requirements may be modified or terminated if agreed to by the Licensee and the participants listed in Section 3.4 that the given requirement is no longer necessary or needs to be adjusted to more appropriately monitor for changes in project operations, regulatory mandates, or focus study needs.

Table 2. Sampling Parameters for the Lake Almanor Water Quality Monitoring Program.

Total Metals ¹	Aluminum	Nutrients	Nitrate+Nitrite
	Silver		Total Ammonia
	Arsenic		Orthophosphate
	Copper		Total Phosphorous
	Cadmium		Total Organic Nitrogen
			Total Kjeldahl Nitrogen
	Iron		Chlorophyll-a
			Total Organic Carbon
	Manganese		
	Mercury		Petroleum
Nickel	TPHG		
	BTEX		
	Zinc	In-Situ	Temperature
Minerals	Calcium		Dissolved Oxygen
	Magnesium		pH
	Sodium		Specific Conductance
	Potassium		Turbidity
	Chloride	Secchi Disk	
General			DO (% saturation)
	Hardness		
	Sulfate		
	Total Alkalinity		
	Total Suspended Solids		

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

3. Reporting and Agency Consultations

1. Within three months after issuance of a new license, the Licensee shall develop, in consultation with the participants listed in Section 3.4, 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 2.0. These water quality monitoring plans shall be submitted to the participants listed in Section 3.4 for review, and

shall be filed with FERC as soon as practicable.

2. The measures described in section 2.0 and clarified by plans developed according to section 3.1 will outline the monitoring efforts to be implemented in the first five years of the license. This monitoring program is intended to be adaptive in nature and may be modified to more effectively focus on specific project related water quality conditions identified in project waters, if agreed to by the Licensee and the participants listed in Section 3.4.
3. The monitoring program shall begin on January 1 of the year following issuance of a New Project License.
4. The initial development and any future modification of these water quality monitoring plans shall be prepared in consultation with the signatories to this agreement, the State Water Resources Control Board and other parties who request involvement. Licensee shall file the water quality monitoring plan and any future modification with the State Water Resources Control Board for approval. Licensee shall thereafter submit the water quality monitoring plan to FERC for approval.
5. The Licensee shall prepare an annual water quality report that contains elements consistent with reporting requirements from all plans under this article. The annual report shall be provided to FERC and the appropriate resource agencies no later than May 31 of the following year.
6. To facilitate the exchange of data and ensure dialogue between water quality and aquatic resources management agencies and participants listed in Section 3.4, the Licensee shall convene a discussion group meeting once annually, following distribution of the annual water quality monitoring report. Invitation to participate in the annual water quality discussion group shall include, at a minimum, those entities listed in section 3.4. The annual water quality meeting shall be noticed within 30 days of annual report distribution and shall provide a minimum of 30 days advance notice to invited participants.

Article Water Temperature and Dissolved Oxygen Monitoring

October 16, 2003

1.0 Goals

1.1 The intent of this article is to monitor the water temperatures and dissolved oxygen levels of Lake Almanor, Butt Valley Reservoir, and the Upper North Fork Feather River to ensure the reasonable protection of beneficial uses of the NFFR for cold freshwater habitat.

2.0 Water Temperature Study and Monitoring Plan

Within three months after issuance of a new license, and after the affirmative determination of the Ecological Resource Committee of FERC 1962 (ERC) and Forest Service (FS) pertaining to the construction of any Prattville Intake Modifications (per Settlement Agreement's Appendix A, Section I.2, of FERC 1962 license, issued on October 24, 2001), the Licensee shall

1. Complete the water temperature assessment in the Upper North Feather River pertaining to the modification of Prattville Intake as a potential Protection, Mitigation and Enhancement (PM&E) measure to meet the temperature objective desired by State Water Quality Control Board (SWQCB). The information shall include but not be limited to the analyses of: 1) selective temperature withdrawal from Lake Almanor through a modified Prattville Intake structure with optimization in operation that will identify the habitat improvement and/or impact to the lake and the downstream stream reaches, 2) modification of Butt Valley Reservoir configurations, including any potential device to minimize reservoir entrance mixing effect, selective withdrawal through a modified Caribou No. 2 intake structure in combination with the Caribou No.1 intake, 3) seasonal re-operation of the Canyon Dam variable outlet tower to draw from the low-level intake only during critical summer months, 4) proper timing of utilization of the Prattville Intake Modification device to help conserve the cold water, 5) operation of 'fence' concept during non-critical summer months to conserve cold water, and 6) alternative combinations of these measures. The study shall address the expected coldwater depletion rates under the various operational scenarios and assess, within reasonable control measures, the feasibility and probability of meeting the 20 degrees Celsius daily average water temperature condition in the downstream stream reaches.
2. Complete the dissolved oxygen model impact assessment associated with the PM&E measure pertaining to the modification of Prattville Intake. The study area shall include both Lake Almanor and Butt Valley Reservoir and the stream reach up to a distance that the dissolved oxygen level can meet or exceed the regulatory criteria.
3. File a water-temperature monitoring plan with the appropriate resource agencies. The monitoring plan will specify the detail of the sampling location, frequency, duration and methodology to measure the temperature and dissolved oxygen conditions as a result of modification of Prattville Intake. The plan shall capture and represent the thermal characteristics such that the efficacy of the modified Prattville Intake to the NFFR can be adequately demonstrated and comprehended. Data analyses and prediction tools shall be considered to recommend any potential temperature improvements and/or mitigation measures for the adverse effects. The monitoring plan, in connection with Water Temperature Monitoring Plan already established in Condition No. 4 of FERC 1962, shall be developed in consultation with the California State Water Resources Control Board, the FS and the California Department of Fish and Game.

3.0 Water Temperature and Monitoring Plan Implementation

1. The Licensee shall maintain the existing monitoring requirement as agreed upon by Condition 4C in FERC 1962 (see Attachment 1). The FERC 1962-monitoring program consists of 48 stations for continuous temperature, meteorological and flow monitoring, encompassing Lake Almanor, Butt Valley Reservoir, the Upper NFFR and Rock Creek-Cresta. The program lasts 15 years following issuance of the FERC 1962 license (issued on October 24, 2001). As an additional monitoring requirement, the Licensee shall add monthly in-situ dissolved oxygen measurements in Lake Almanor, Butt Valley Reservoir and downstream stream reaches. A telemetered station shall be included at Butt Valley Powerhouse to provide real-time temperature and dissolved oxygen data to monitor the performance of Prattville Intake Modification.
2. The Licensee shall maintain the best available technology to be able to predict the water temperature and dissolved oxygen levels in parallel to the monitoring data. MITEMP models will be used for water temperature profile prediction in Lake Almanor and Butt Valley Reservoir, respectively. SNTMP models will be used for instream temperature prediction in the stream reaches. CE-QUAL-W2 model will be used to assess the Dissolved Oxygen condition in Lake Almanor.
3. The monitoring will merge with the existing FERC 1962 monitoring program and continuously be monitored until October 2016, the 15 year term required under the terms specified for Condition 4C of FERC 1962. The monitoring shall also meet the following minimum conditions: (a) no less than five years after implementation of Prattville Intake Modification, or (b) five years after a determination that Prattville Intake Modification will be ineffective and therefore should not be constructed. During the term of the New Project License, the monitoring and reporting requirements set forth herein may be reduced or terminated after it is demonstrated to the satisfaction of the appropriate resource agencies that suitable cold water habitat have been maintained and that mean daily water temperatures of 20 degrees Celsius or less have been and will be achieved, or that a given requirement is not necessary to determine whether the temperature/dissolved oxygen objectives will be met.

4.0 Reports

1. The Licensee shall submit the telemetered data at Butt Valley Powerhouse when the telemetered temperature data at Rock Creek and Cresta Gauging stations exceed 20 degrees Celsius for two consecutive days.
2. The Licensee shall submit the temperature data in the Upper NFFR to provide the similar short-term reports established in Condition 4C of FERC 1962; weekly in dry or critically dry water years, and bi-weekly in normal and wet water years report for the following five monitoring sites: Butt Valley Powerhouse, Caribou No. 1 and Caribou No. 2 powerhouses, NFFR below Belden Dam, and NFFR above Belden Powerhouse.
3. The Licensee shall submit to FERC an annual Monitoring Report. The reporting will be coordinated in conjunction with the Condition 4 requirement of FERC 1962. The report will include all monitoring results for the prior year, analyze the effectiveness of the control measures in maintaining suitable cold water fishery habitat in the lakes, and demonstrate the ability to achieve mean daily temperatures of 20 degrees Celsius or less in the stream reaches. The report shall be submitted no later than May 31 of each year. The Monitoring Report shall be prepared in consultation with the appropriate resource agencies.
4. At the end of the five-year monitoring effort, the Licensee shall prepare a report that will

summarize the 5-year monitoring data and all modeling results, and will evaluate whether the temperature and dissolved oxygen objectives have been or will be achieved in the Upper North Fork Feather, and if not, whether additional reasonable control measures are available, including recommendations for the implementation of any such measures.

ATTACHMENT 1

Rock Creek-Cresta Project

FERC Project No. 1962

Water Temperature Monitoring Plan

FERC License Condition No. 4C

Section ___ Wildlife Habitat Enhancement

To enhance wildlife habitat, License shall prepare a Wildlife Habitat Enhancement Plan within 12 months of the date of issuance of the License. The Plan shall be developed in consultation with the Forest Service, Fish and Wildlife Service, California Department of Fish and Game, State Water Resources Control Board, and Plumas County. Enhancement effort will take place on Licensee owned lands on the shoreline of Lake Almanor from Last Chance Campground westward to approximately the northern edge of the flood control channel south of the Chester Airport. This plan will benefit a variety of sensitive biological resources including rare plants, wetlands, streamside riparian communities, cultural resources and sensitive wildlife habitat. The Plan shall include an initial investment of \$20,000 (2005 dollars) and an ongoing annual maintenance investment of \$5,000 (2005 dollars). The Plan shall include a provision for periodic review of enhancement efforts with the agencies noted above and shall include procedures for documenting initial and ongoing enhancement efforts.

Licensee shall implement the following recreation facility, operation and maintenance, monitoring, plan review and revision, and interpretive and education programs measures over the term of the license as stipulated below. Additional implementing details of these improvements will be included in the draft UNFFR Recreation Resource Management Plan (RRMP), which shall be finalized within 1 year from FERC's issuance of the new project license.

RECREATION FACILITY DEVELOPMENT PROGRAM

Below are the recreation facility enhancement measures that Licensee shall implement after initial license issuance and during the license term based on monitoring triggers (standards) contained in the License Application's Draft Recreation Resource Management Plan (RRMP). Accessibility improvements will be made in accordance with the American with Disability Acts Accessibility Guidelines (ADAAG) at the time of the recreation facilities are implemented.

Initial License Issuance Recreation Enhancement Measures

Licensee shall initiate and complete implementing of the following recreation within the three to ten years after license issuance.

Lake Almanor

Last Chance Family and Group Campground

In accordance with ADAAG, modify two campsites and existing toilets and provide an access route leading to the nearby creek (150 feet).

Rocky Point Campground and Day Use Area

- Convert Loop 3 overflow camping area into a day use swim area containing a sand beach, swim delineator, parking, area, and double vaulted restroom.
- Relocate the 20 Loop 3 overflow campsites to the overflow Loop 1 camp overflow area and provide a new double vaulted restroom at this location.
- Provide at the campground a new entrance kiosk, three shower facilities (one for each loop), and bear-proof food lockers at each campsite (151).
- Replace older Klamath stoves (a low-style camp stove with a stovepipe).
- Revegetate disturbed areas caused by pedestrian or vehicle traffic.
- The following accessibility improvements will be in accordance with ADAAG:
 - 10 accessible campsites (4 at Loop 1, 3 at Loop 2, and 3 at Loop 3).
 - An accessible access route to the water's edge, swim beach, and swim delineator.
 - Accessible existing recreation facilities as needed, such as the camp library box, telephones, and the envelope box at the pay station and provide appropriate ADA-accessible access routes.
 - Modify existing water faucets near accessible elements, such as toilets and campsites, to be ADA-accessible.
 - Accessible routes to 2 of the toilets (near entry and near site # 100)

- Relocate the interior pay station directly across the road on a level, firm, and stable surface (Loop 2)

Almanor Campground

Licensee shall partner with the Forest Service and provide a maximum of 40% funding for implementation of the Almanor Campground improvements described below. The Forest Service will provide 60% funding using the Forest Service's Capital Improvement Project (CIP program).

- Widen and level the main access roads and spurs at the Almanor North and South Campground Loops including the lengthening of campsite spurs to accommodate RVs. Opportunities for adding multiple family units and additional sites will be explored. (Note: water and electric hookups, not included).
- Construct an RV dumpsite.
- Convert campsites in the Almanor South Campground Loop to be handicapped accessible wherever possible
- Level camp unit spurs and picnic pads for table, grill, and tent placement at the Almanor South Campground Loop.
- Construct a 1/8 mile paved trail from the existing bike trail to the amphitheater and beach.
- Replace all non-accessible vault toilets.
- Construct __ shower buildings with showers and toilet facilities at both Almanor North and South Campground Loops. Various toilet designs will be considered including flush, vault and composting.
- Pave small vehicle parking areas to provide additional parking to access recreation facilities (Needs better definition).

- Formalize existing extra vehicle campground and trailhead parking.

- Redesign and reconstruct the amphitheater to ADA accessibility standards and provide an accessible bathroom and parking area.

North Shore Campground Public Boat Launch

- Licensee shall provide a new and expanded public boat launching facility at Northshore Campground. This facility will include paved parking for 40 trailers and 12 single vehicles, a double vaulted restroom, a boathouse, and a loading float. In addition, Licensee shall dredge along the existing submerged river channel to provide an approximately 1,000 ft long, 50 ft wide, and 6 ft deep boat channel that provides boat access to approximately the 4,480-foot elevation (PG&E datum).

- In addition, to reduce traffic impacts to the campground, public access to the boat launch facility will be provided along an abandoned portion of Highway 89 located along the north side of the campground.

Licensee shall also relocate 22 campsites that will be impacted by the expanded boat launch facility.

Stover Ranch Day Use Area

To provide improved Lake Almanor shoreline access for Chester residents, Licensee shall develop the Stover Ranch Day Use Area. This day use area will contain gravel parking for 10 to 20 vehicles, a double-vault toilet, 4 picnic tables, a trail to the shoreline, and an interpretive sign. In addition, a RV site will be constructed to accommodate a new Lake Almanor caretaker. The development of the Stove Ranch improvement will be coordinate with Chester PUD and Chester Recreation and Parks District.

Flood Diversion Channel Shoreline Access

Licensee shall provide shoreline access to the Flood Diversion Channel. This access will help contain currently uncontrolled vehicle shoreline travel in the area, while maintaining shoreline foot access. This access will contain vehicle gravel parking area for approximately 20 vehicles, vehicle barricades, a gate, and a trail to the shoreline.

Almanor Beach

Licensee shall expand existing sandy beach area and provide parking for an additional 10 to 20 cars.

Prattville Beach

Licensee shall assume management responsibility of the PSEA Swim Beach and expand and improve

the existing sandy beach area. In addition, Licensee shall provide a gravel parking area, replace the site's single-vault toilets (2), water faucet, and picnic tables (10), and provide a swim delineator. The site's name will be changed to the Prattville Beach to eliminate any public perception that this is a private beach.

Canyon Dam Boat Launch and Day Use Area

Licensee and the Forest Service will co-fund the extension of 1 ramp lane at Canyon Dam Boat Launch to provide launching access to the low pool elevation (4,466'). The estimated 60-foot ramp extension will be constructed in 10 ft minimum increments during low water years or during planned lake draw down periods for project maintenance or modification purposes.

East Shore Group Reservation Camp Area Licensee shall convert the existing East Shore Day Use Area to a group reservation camp area that will accommodate 1 group of 16 RVs or 2 groups of 8 RVs. The entrance road will be widened and internal road circulation will be improved to accommodate RVs.

1 ADA-accessible parking space near the toilet and an ADA-accessible access routes to the trash receptacles will also be provided.

Other improvements will include bear-proof food lockers at each site (16 sites), a trail down to the shoreline with switchbacks and stairs, and erosion control measures.

Canyon Dam Day Use Area

At the Canyon Dam Day Use Area, Licensee shall provide a sandy beach area; swim area delineator, an informational kiosk, improved circulation, approximately 20 additional parking spaces, and 8 new ADA-accessible picnic tables. Licensee shall also reconnect the water system with the water supply across the highway and provide an outdoor shower.

In addition, in accordance with ADAAG, Licensee shall modify 8 existing picnic tables, retrofit the water faucets near accessible elements, and provide an accessible parking space and an accessible route to the swim beach.

The area adjacent to the Canyon Dam Day Use Area will be reserved for potential future recreation development, if this area is not developed for a group reservation camp area.

Westwood Beach Day Use Area

At the Westwood Beach Area, Licensee shall provide a 10-vehicle space parking area, 6 picnic tables, an ADA-accessible sealed vault toilet, a sandy beach, a swim delineator, and signage. Licensee shall also provide erosion control measures to protect the shoreline from wind caused wave action.

Stumpy Beach Day-Use Area

Licensee shall provide 5 picnic tables, an ADA-accessible sealed vault toilet, signage, a sandy beach, and a swim delineator at Stumpy Beach. Eight to 10 parking spaces parallel to Highway 147 will be provided with trails connecting to the beach's northern and southern portions. The southern trail will be ADA-accessible. In addition, at the roadside parking area, Licensee shall provide 4 benches for viewing Lake Almanor and the surrounding mountains. Licensee shall also provide erosion control measures to protect the shoreline from wind caused wave action.

Catfish Beach

Licensee shall pursue an easement across private lands to provide public road access to the Catfish beach area. Licensee shall monitor and maintain this site either through arrangements with the Northshore Campground managers, the Stover Ranch caretaker, or other appropriate means.

Southwest Shoreline Access Zone

Licensee in consultation with the Forest Service will provide four-shoreline access at existing informally used areas along the lake's southwest shoreline between Prattville and Canyon Dam. These access areas will provide vehicle access at or near the 4,494' elevation (PG&E Datum) and serve as pedestrian access areas to adjacent shoreline areas. At these access areas, Licensee shall provide gravel parking areas, barriers, signs, gravel access roads, and, if appropriate, restrooms. Licensee shall also in consultation with the Forest Service close and rehabilitate other user created vehicular and OHV access routes along the southwest shoreline.

Lake Almanor Recreation Trail (LART) Easements

Licensee shall provide easements to the Forest Service and Plumas County for non-motorized recreational trails across Licensee-owned Project lands surrounding Lake Almanor. The conditions of the trail easement will be similar to those previously provided to the Forest Service.

Butt Valley Reservoir

Powerhouse Trails

Licensee shall provide two improved angler access trails from two locations near the powerhouse. One approximately 200-foot, non-paved trail will be constructed from the existing gravel parking area next to the powerhouse down the steep slope east of the powerhouse and to the levee below. Stairs, if needed, will be constructed at this location. The second powerhouse trail will be ADA accessible (compact base rock) and originate from one of several pullouts along the Prattville-Butt Valley Road near the powerhouse. A new trailhead parking area with barriers will be developed for this trail, which will extend approximately 700 feet to the eastern shoreline of the inlet near the levee.

Western Shoreline Dispersed Boat-In Campsites

Licensee shall provide approximately five boat-in dispersed pack-it-in/pack-it out campsites on the western shoreline of the reservoir near the dam. Each site will contain a tent pad, fire ring, and picnic table. In addition, a single vault toilet will be located nearby with road access for operational and maintenance purposes only.

Western Shoreline Dispersed Walk-In Day Use Sites

Licensee shall provide approximately three walk-in shoreline dispersed day use sites near the dam on the western shoreline. The vault toilet mentioned above will be shared with the boat-in campsites.

Eastern Shoreline Dispersed Pullouts

Licensee shall provide approximately three small roadside pullouts with short trails along the eastern shoreline of the reservoir.

Ponderosa Flat Campground

Licensee shall provide an outdoor shower at Ponderosa Flat Campground. In addition, in accordance with current ADAAG, Licensee shall make the following improvements:

- Modify four campsites and retrofit the existing designated accessible campsites in the campground to be accessible in accordance with the current ADAAG. All of the elements provided in the campsite, such as the picnic table, fire ring, cooking grill, tent or RV area, and water faucet will be retrofitted to be accessible.
- Replace the vault toilets in the overflow area with a new accessible restroom and modify all other existing designated accessible toilets to meet current ADAAG. Provide an ADA-accessible access route for the restroom near Site 45 and one ADA-accessible parking space located near the toilets.
- Provide a swimming area at the campground that is ADA-accessible with a sandy beach and swim delineator.
- Provide a new fishing access trail and pier or platform north of the overflow areas and make it ADA-accessible.

Cool Springs Campground

Licensee shall provide an outdoor shower at Cool Springs Campground. In addition, Licensee shall provide 1 new ADA-accessible campsite. All of the elements within these campsites such as the picnic table, fire ring, cooking grill, tent or RV area, and water faucet will be made ADA-accessible. Water faucets near accessible elements will also be appropriately retrofitted to be ADA-accessible.

Alder Creek Boat Launch Improvements

Licensee shall expand the existing Alder Creek Boat Launch parking area to accommodate 10 to 20 additional vehicles with trailers and to improve circulation. In addition, Licensee shall modify the boat launch to be accessible and provide 1 ADA-accessible parking space near the toilet.

Belden Reach

Belden Forebay Car-top Boating and Trail Access

Licensee shall provide a car-top boat launch, a vault toilet, and parking area for 10 to 20 vehicles at the Forebay's existing undeveloped parking area, which also serves as trailhead for the North Fork Fishing

Trail. The Forebay's shoreline will also be improved to provide access for launching small watercraft to the Forebay.

In addition, Licensee shall post signage referring to existing Plumas County ordinance that limits boats horsepower to 10 hp and speeds to 5 mph on small reservoir such as Belden Forebay. Belden Forebay will also be managed based on a county ordinance (similar to Rock Creek and Cresta Reservoirs [Section 10-1.19]) that provides for no swimming or boating within 0.25 mile of Belden Dam and no swimming or boating at night.

North Fork Fishing Trail Improvements

Licensee shall improve the North Fork Fishing Trail from the Belden Forebay parking area to the upstream side of the Caribou Powerhouse 1. Improvements will include retrofitting the existing metal trail decking and railing at the powerhouse above the turbine outlets to provide enhanced access and safety, providing a wider, even trail base along the chain-link fencing at the powerhouse yard, and trail signage.

Belden Reach Bramble Control Testing

Licensee, within two years of license issuance, will test suitable mechanical methods and Alder planting shading methods of controlling brambles (Himalayan blackberry) in the Belden Reach. Two to four test sites will be studied at suitable river access locations that will improve shoreline and fishing access.

Belden Rest Stop (SR 70)

Licensee shall relocate the existing picnic tables and grilles down to rest stop's lower level and disperse them from the Eby Stamp Mill to the gazebo near the creek. Two of the tables will be replaced with ADA-accessible tables and accessible routes will be developed to the gazebo, overlook area next to the creek, and the Eby Stamp Mill historical features. In addition, Licensee shall provide improved I&E elements at the rest stop and erosion control measures on the slope between the parking lot and upper picnic area.

Future Recreation Enhancement Measures

The following facility improvements are anticipated to be needed over the term of the Project license period. Implementation of these measure are contingent on the monitoring triggers (standards) contained in the RRMP being reached over the license term.

Lake Almanor

Last Chance Campground

Licensee shall provide 5 campsites and a restroom.

Catfish Beach

Licensee shall provide 10 primitive picnic sites, 10 primitive camping sites, a gravel access road, and a single vault restroom.

Almanor Scenic Overlook

Licensee shall provide five new picnic tables linked by a trail at the overlook. In addition, Licensee shall provide an ADA-accessible route connecting the existing restroom facility with a new ADA-accessible parking space and picnic table. Vegetative brushing and clearing will also be performed to restore the views of Lake Almanor, Mt. Lassen and the Canyon Dam.

Almanor Campground

Licensee shall partner with the Forest Service and provide a maximum of 40% funding for implementation of the Almanor Campground improvements described below. The Forest Service will provide 60% funding using the Forest Service's Capital Improvement Project (CIP program).

- o Develop a new 40-unit Almanor Campground West Loop with RV Spurs and dump station, and restrooms, and pave the campground's access and loop roads. This west loop will be designed to accommodate both single and multiple family units.

- o Extend the Lake Almanor Recreation Trail (LART) to the new location of the campground loop.

B-Lot Cabin Area

After the Forest Service relocates B-lot cabins along the shoreline of Lake Almanor in 2008, Licensee shall work with the Forest Service and provide input on appropriate recreational facilities for the B-lot area, which includes any facilities proposed at the jetty and Almanor Inn areas.

Camp Connery Reservation Group Camp Area

Licensee shall provide a new group camping reservation area adjacent to the existing Camp Connery Group Campground. This area will either provide space for 2 groups of 8 RVs or 1 group of 16 RVs. A centrally located bear proof food facility and indoor showers (2) will also be provided at this group area.

- o The existing access road will be repaired and resurfaced.

Licensee shall also provide an ADA-accessible parking space and cabin with accessible restroom and retrofit the existing telephone position and water faucet features to meet the ADAAG.

- o As alternative option, this group camp area may be located adjacent to Canyon Dam Day-Use Area

Butt Valley Reservoir

Ponderosa Flat Campground

Licensee shall provide approximately 10-20 new primitive tent campsites, likely to north of current overflow area, and a new group camp area in the existing overflow area.

Eastern Shoreline Trail

Licensee shall provide an approximately 5-mile, non-motorized dirt surface shoreline recreational trail between, Cool Springs Campground, Alder Creek Day Use Area, Ponderosa Campground, and the Butt Valley Powerhouse fishing area.

Belden Rest Stop (SR 70)

Licensee shall replace the existing vault restrooms when major renovation is needed.

OPERATION AND MAINTENANCE PROGRAM

Licensee shall be responsible for operation and maintenance of all Licensee owned Project Recreation facilities and Lassen National Forest Service Lake Almanor day and overnight recreation facilities that will be incorporated into the Project boundary, which. These Forest include Canyon Dam Boat Launch and Day Use Area, Dyer View Day Use Area, Almanor Campground, Almanor Beach, and Almanor Boat Ramp. To offset operation, maintenance, construction, and reconstruction costs, Licensee, in accordance with FERC regulations, may charge market rate user fees at Licensee's owned facilities and at Forest Service facilities that Licensee operates and maintains.

Lake Almanor Seasonal Resource Protection and Visitor Management Control

If Plumas County passes an ordinance that limits vehicle travel below the 4,500-foot elevation, except in designated areas, Licensee shall partially fund (50%) a seasonal Plumas County Sheriff's Department land-based position. This position will focus on improved visitor management and enforcement of rules and laws, peak period visitor crowd management, and enforcement of no vehicles below 4,500 ft elevation ordinance.

Lake Almanor Bathymetry Map

Licensee shall prepare a Lake Almanor bathymetry map within two years of license issuance. This map will be made available in pamphlet form to boaters and be posted at public boat ramps.

RECREATION MONITORING PROGRAM

Licensee shall adopt Limits-of-Acceptable Change (LAC) based monitoring approach included in the October 2002 draft of the RRMP. This approach includes monitoring indicators and standards (triggers) that will initiate management action to help maintain desired recreation experiences and resource conditions at Project recreation areas over the license term. Recreation areas to specifically be monitored include the water surface of Project reservoirs and Licensee and Forest Service recreation facilities and shoreline areas within the Project boundary. Depending on the availability, ease, and costs of collecting monitoring indicator data, monitoring is scheduled to occur annually, every six years, or every 12 years. More in depth monitoring, such as visitor questionnaire surveys and general assessment of regional recreation trends will occur on 12-year intervals. Periodic monitoring reports will be prepared every 6 years in conjunction with FERC Form 80 recreation facility and use monitoring requirements.

As part of the monitoring program, Licensee shall conduct annual recreation planning and coordination meetings with other recreation providers in the Project area. At these annual meetings, recreation

resource management decisions for the Project area will be discussed, including implementation of project recreation enhancements, recreation monitoring results, and other pertinent license related recreation issues that may arise over the license term.

Resource Integration and Coordination Program

Licensee shall hold annually meetings to integrate recreation resource needs with other resource management needs over time, such as cultural, wildlife, and aquatic resources through annual meetings. These meetings will be held with appropriate agencies and stakeholders over the term of the license.

Plan Review and Revision Program

Over the term of the License, unforeseen recreation needs, changes in visitor preferences and attitudes, and new recreation technologies will likely occur. The frequency with which the RRMP is revised or updated will depend on significant changes to existing conditions, monitoring results, and management responses made over time. The frequency of RRMP updates will not exceed 12 years and will be based on consultation with affected parties during monitoring and coordination meetings and through other inputs.

Interpretation and Education (I&E) Program

Within the first five years of the new license, Licensee shall develop I&E plan for the Project in consultation with the Forest Service, Plumas County, and other stakeholders. The Interpretation and Education (I&E) Program will serve several purpose including providing enhanced recreation experiences and encouraging appropriate resource protection, cooperative, and safe behaviors from Project visitors. The I&E program will include themes, media, media design, prioritized sites, and prioritized services. Potential themes include fish and wildlife resources, volcanic history, hydropower, Native American cultures, pioneers, recreation activities and facilities available in the Project area, and boating hazards. The program will include improvements such as interpretive or informational signs, kiosks, reservoir boating safety and hazard information signs and brochures, and informational signs on recreation facilities and opportunities in the area. The I&E program improvements will be developed at Project Licensee and Forest Service recreation sites within the Project. The program will also identify funding partnership arrangements with the Forest Service and other interested parties, and contain a schedule for implementation.

2. Land Management and Visual Resource Protection

The Licensee shall implement the following measures at existing facilities within the 2 years of license

issuance or as otherwise noted:

1. Paint the metal siding and roof of the hoist house on the Prattville Intake Structure a dark green color similar to the current color;
2. Plant sufficient evergreen trees between the existing Prattville maintenance buildings and the shoreline to reduce visual domination of the buildings on the shoreline area. Monitor and oversee tree survival to ensure successful establishment through the first three summers.
3. Re-grade the Oak Flat spoil piles along Caribou Road to create a more natural rolling topography along the roadside and where possible move spoil materials farther from the road. Establish native plantings where possible between the road and the spoil piles to help screen the active use areas from passing motorists.
4. In consultation with the Plumas National Forest, prepare a plan to annually apply dust palliatives or other measures, including regular grading, to help minimize dust emissions and improve the lower coupled segment of the Butt Valley-Caribou Road.
5. At the Belden Powerhouse, consult with the Plumas National Forest on color selection when maintenance or repair work is scheduled on the Belden Powerhouse penstocks, surge chamber, or other powerhouse facilities to reduce visual contrast as seen from SR 70.
6. At Caribou Village, maintain the exterior and landscaping of the old clubhouse facility and grounds to preserve the historic features and character of the facility. Consult with the Plumas National Forest when maintenance or repair activities are to take place to help preserve, as practical, the historic and visual appeal of the village landscaping and structures (This section may be appropriate for section B of settlement agreement).
7. The Lake Almanor Shoreline Management Plan. (Need to revise to indicate that implementation of the SMPS starts immediately or as stipulated in SMP).
8. Conduct annual meeting with the Forest Service and Plumas County to coordinating ongoing project related land management activities including recreation management and use, fire suppression and related forest health activities, and the planning for commercial,

residential and industrial developments.

PROOF OF SERVICE

I hereby declare as follows:

I am employed in the County of Sacramento, State of California. I am eighteen years of age or older and am not a party to the within entitled action. My business address is 1416 Ninth Street, P. O. Box 944209, Sacramento, California 94244-2090. I am familiar with the business practice of the California Department of Fish and Game with regard to the collection and processing of documents for mailing with the United States Postal Service.

On November 26, 2003, I caused to be served the attached LETTER TO MAGALIE ROMAN SALAS and RECOMMENDATIONS OF THE CALIFORNIA DEPARTMENT OF FISH AND GAME PURSUANT TO FEDERAL POWER ACT SECTION 10(J) by placing a true copy thereof in the manner set forth below and addressed as follows:

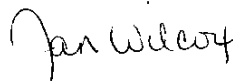
VIA UPS OVERNIGHT by Depositing One Original and Eight Copies To:

Ms. Magalie Roman Salas, Secretary
Federal Energy Regulatory Commission
888 First Street, N. E.
Washington, District of Columbia 20426

Via U.S. Mail by Depositing a Copy in a Sealed Envelope Via First Class Mail with the United States Postal Service with Postage Fully Paid Thereon To:

See Attached List

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Sacramento, California on November 26, 2003.



JAN WILCOX

JAMES D. ABERCROMBIE, GEN. MANAGER
AMADOR WATER AGENCY
12800 RIDGE RD
SUTTER CREEK, CA 95685-9630

STEVE ROTHERT, ASSOCIATE DIRECTOR
DAMS PROG
AMERICAN RIVERS
409 SPRING ST
NEVADA CITY, CA 95959-2422

DAN SMITH, DIRECTOR
ASSOC OF CALIFORNIA WATER AGENCIES
910 K ST, STE 100
SACRAMENTO, CA 95814-3577

BRUNO JEIDER, SR. ELECTRICAL ENGINEER
CITY OF BURBANK PUBLIC SERVICE DEPT
164 W MAGNOLIA BLVD
BURBANK, CA 91502-1720

CALIFORNIA GENERATION COALITION &
INDIV.
ORLANDO B FOOTE
HORTON, KNOX, CARTER & FOOTE
895 BROADWAY ST, STE 101
EL CENTRO, CA 92243-2341

CA HYDROPOWER REFORM COALITION
RICHARD ROOS-COLLINS, ATTORNEY AT LAW
NATURAL HERITAGE INSTITUTE
2140 SHATTUCK AVENUE, 5TH FLOOR
BERKELEY, CA 94704-1222

CALIFORNIA PUBLIC UTILITIES COMMISSION
SEAN H. GALLAGHER STAFF ATTORNEY
CALIFORNIA PUBLIC UTILITIES COMMISSION
505 VAN NESS AVE, RM 5035
SAN FRANCISCO, CA 94102-3214

JOSHUA M HOROWITZ, ASST GEN COUNSEL
BARTKIEWICZ, KRONICK & SHANAHAN
1011 - 22ND ST
SACRAMENTO, CA 95816-4907

JOHN T GANGEMI, CONSERVATION DIRECTOR
AMERICAN WHITEWATER
482 ELECTRIC AVE
BIGFORK, MT 59911-3641

DIRECTOR
ANGLERS COMMITTEE
PO BOX 1790
GRAEAGLE, CA 96103-1790

CALIFORNIA ELECTRICITY OVERSIGHT BOARD
SIDNEY MANNHEIM JUBIEN
SENIORR STAFF COUNSEL
CALIFORNIA ELECTRICITY OVERSIGHT BOARD
770 L ST, STE 1250
SACRAMENTO, CA 95814-3363

CA HYDROPOWER REFORM COALITION
CHARLTON H. BONHAM
HYDROPOWER COORDINATOR
TROUT UNLIMITED
828 SAN PABLO AVE, SUITE 208
ALBANY, CA 94706-1678

NATE RANGEL, PRESIDENT
CALIFORNIA OUTDOORS
PO BOX 401
COLOMA, CA 95613-0401

CALIFORNIA RESOURCES AGENCY
1416 9TH ST, STE 1311
SACRAMENTO, CA 95814-5509

JIM CRENSHAW
CALIFORNIA SPORTFISHING PROT. ALLIANCE
SUITE D
1248 E OAK AVE
WOODLAND, CA 95776-4104

DIRECTOR
CALIFORNIA SPORTFISHING PROT. ALLIANCE
PO BOX 1790
GRAEAGLE, CA 96103-1790

JOHN BEUTTNER
CALIFORNIA SPORTFISHING PROTECTION
1360 NEILSON STREET
BERKELEY, CA 94702

CURTIS KNIGHT
CALIFORNIA TROUT
PO BOX 650
MOUNT SHASTA, CA 96067-0650

CALIFORNIA TROUT, INC.
RICHARD ROOS-COLLINS, DIR OF LITIGATION
NATURAL HERITAGE INSTITUTE
2140 SHATTUCK AVE, FL 5
BERKELEY, CA 94704-1210

DUKE ENERGY NORTH AMERICA, LLC
MARK L. PERLIS, ESQUIRE
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP
2101 L ST NW
WASHINGTON, DC 20037-1594

STEVE R LAVIGNE
DUKE ENERGY TRADING & MARKETING, LLC
4 TRIAD CTR, STE 1000
SALT LAKE CITY, UT 84180-1410

JOANN RUSSELL, VP AND GEN COUNSEL
DUKE ENERGY TRADING & MARKETING, LLC
5400 WESTHEIMER CT
HOUSTON, TX 77056-5310

PETE BELL
FOOTHILL CONSERVANCY
20123 SHAKE RIDGE RD
VOLCANO, CA 95689-9716

BERNOY BRADFORD
BIGGS-WEST GRIDLEY
WATER DISTRICT (CA)
1713 W. BIGGS GRIDLEY RD
GRIDLEY, CA 95948-9400

STEPHAN C VOLKER, ESQUIRE
VOLKER, STEPHAN C., LAW OFFICES OF
436 14TH ST, STE 1300
OAKLAND, CA 94612-2717

JENNIFER CARVILLE
FRIENDS OF THE RIVER
915 20TH ST
SACRAMENTO, CA 95814-3115

TAMARA C FALOR, ESQUIRE
HUMBOLDT, COUNTY OF
825 5TH ST
EUREKA, CA 95501-1153

JOHN STEFFEN, MANAGER
IMPERIAL IRRIGATION DISTRICT
333 E BARIONI BLVD
IMPERIAL, CA 92251-1773

ROBERT PETTINATO
L.A. DEPARTMENT OF WATER & POWER
PO BOX 51111
LOS ANGELES, CA 90051-5700

NORMAN A PEDERSEN
HANNA & MORTON
444 S FLOWER ST, STE 1500
LOS ANGELES, CA 90071-2916

WILLIAM C. WALBRIDGE, GENERAL MANAGER
M-S-R PUBLIC POWER AGENCY
PO BOX 4060
MODESTO, CA 95352-4060

JAMES D PEMBROKE, ESQUIRE
DUNCAN, WEINBERG, GENZER & PEMBROKE
1615 M ST NW, STE 800
WASHINGTON, DC 20036-3213

GREGORY POHL
MODESTO IRRIGATION DISTRICT
PO BOX 4060
MODESTO, CA 95352-4060

MOTHER LODE CHAPTER OF SIERRA CLUB
DIRECTOR
BAIOCCHI, ROBERT J.
PO BOX 1790
GRAEAGLE, CA 96103-1790

RON NELSON, GENERAL MANAGER
NEVADA IRRIGATION DISTRICT
PO BOX 1019
GRASS VALLEY, CA 95945-1019

LES NICHOLSON, HYDRO MANAGER
NEVADA IRRIGATION DISTRICT
28311 SECRET TOWN RD
COLFAX, CA 95713-9473

JEFFREY A. MEITH
MEITH, SOARES & SEXTON, LLP
PO BOX 1679
OROVILLE, CA 95965-1679

DEANNA R HARWOOD, ATTORNEY
NOAA, GENERAL COUNSEL SOUTHWEST
501 W. OCEAN BOULEVARD, SUITE 4470
LONG BEACH, CA 90802-4213

GENERAL MANAGER
NORTHERN CALIFORNIA POWER AGENCY
180 CIRBY WAY
ROSEVILLE, CA 95678-6420

FRANCES E FRANCIS, ESQUIRE
SPIEGEL & MCDIARMID
1333 NEW HAMPSHIRE AVE NW
WASHINGTON, DC 20036-1511

KARL W MEYER
NORTHERN CALIFORNIA POWER AGENCY
180 CIRBY WAY
ROSEVILLE, CA 95678-6420

ELDON COTTON, GEN. MANAGER
NORTHERN CALIFORNIA POWER AGENCY
180 CIRBY WAY
ROSEVILLE, CA 95678-6420

ROBERT C MCDIARMID, ESQUIRE
SPIEGEL & MCDIARMID
1333 NEW HAMPSHIRE AVE NW
WASHINGTON, DC 20036-1511

GEORGE FRASER, GENERAL MANAGER
NORTHERN CALIFORNIA POWER AGENCY
180 CIRBY WAY
ROSEVILLE, CA 95678-6420

STEVEN G LINS, ASSISTANT CITY ATTORNEY
OFFICE OF THE CITY ATTORNEY
613 E BROADWAY STE 220
GLENDALE, CA 91206-4308

AGGIE M SAMUEL
OFFICE OF THE GENERAL COUNSEL-USDA
33 NEW MONTGOMERY ST, FL 17
SAN FRANCISCO, CA 94105-4506

MICHAEL GLAZE, GENERAL MANAGER
OROVILLE-WYANDOTTE IRRIGATION DISTRICT
PO BOX 581
OROVILLE, CA 95965-0581

MARK ORME
BUTTE WATER DISTRICT (CA)
735 VIRGINIA ST.
GRIDLEY, CA 95948-2107

PACIFIC COAST FEDERATION OF FISHERMENS
STEPHAN C VOLKER, ESQUIRE
VOLKER, STEPHAN C., LAW OFFICES OF
436 14TH ST, STE 1300
OAKLAND, CA 94612-2717

WILLIAM V. MANHEIM
PACIFIC GAS & ELECTRIC COMPANY
PO BOX 7442
SAN FRANCISCO, CA 94120-7442

JOEL C. BAIOCCHI, ATTORNEY
LAW OFFICES OF LIVINGSTON & MATTESICK
1201 K ST, STE 1100
SACRAMENTO, CA 95814-3938

MIKE FITZWATER SECRETARY
FALL RIVER WILD TROUT FOUNDATION
16862 PASQUALE RD
NEVADA CITY, CA 95959-9575

ROBERT FERROGGIARO
VICE PRESIDENT, CONSERVATION
NORTHERN CA COUNCIL FED OF FLY FISHERS
9270 OAK LEAF WAY
GRANITE BAY, CA 95746

NATHAN JOYNER, PRESIDENT
NORTHERN CA COUNCIL FED OF FLY FISHERS
115 WELLFLEET CIR
FOLSOM, CA 95630-6541

BILL ZEMKE, COORDINATOR
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000
SAN FRANCISCO, CA 94177-0001

RHONDA SHIFFMAN, COORDINATOR
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000
SAN FRANCISCO, CA 94177-0001

RANDAL S. LIVINGSTON, LEAD DIRECTOR
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000
SAN FRANCISCO, CA 94177-0001

ANNETTE FARAGLIA
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 7442
SAN FRANCISCO, CA 94120-7442

ERIC KLINKNER, DIRECTOR
PASADENA DEPT. OF WATER & POWER
150 LOS ROBLES AVENUE, SUITE 200
PASADENA, CA 91101-2437

MICHAEL W. NEVILLE, DEPUTY AG
PEOPLE OF THE STATE OF CALIFORNIA EX REL
SUITE 11000
455 GOLDEN GATE AVE
SAN FRANCISCO, CA 94102-3660

MICHAEL B JACKSON
PLUMAS COUNTY FLOOD CONTROL
PO BOX 207
QUINCY, CA 95971-0207

DAVID ARTHUR
REDDING ELECTRIC UTILITY
760 PARKVIEW AVE
REDDING, CA 96001-3318

LON W HOUSE PH.D., ENERGY ADVISOR
REGIONAL COUNCIL OF RURAL COUNTIES
4901 FLYING C RD
CAMERON PARK, CA 95682-9615

KURT W BILAS
RELIANT ENERGY POWER GENERATION, INC.
SUITE 620
801 PENNSYLVANIA AVE NW
WASHINGTON, DC 20004-2615

MICHAEL L JINES, VP AND GENERAL COUNSEL
RELIANT ENERGY POWER GENERATION, INC.
PO BOX 61867
HOUSTON, TX 77208-1867

GENERAL MANAGER
RIVERSIDE, CITY OF
PUBLIC UTILITIES DEPARTMENT
3900 MAIN ST
RIVERSIDE, CA 92522-0001

ESQUIRE
SACRAMENTO MUNICIPAL UTILITY DISTRICT
PO BOX 15830
SACRAMENTO, CA 95852-1830

G. PHILIP NOWAK
ARNOLD & PORTER
555 12TH ST NW
WASHINGTON, DC 20004-1200

ROLAND D. PFEIFER
SANTA CLARA, CALIFORNIA, CITY OF
ELECTRIC DEPARTMENT - CITY HALL
1500 WARBURTON AVE
SANTA CLARA, CA 95050-3713

KIRBY BOSLEY, MANAGER
RELIANT ENERGY WHOLESALE GROUP
1050 17TH ST
SUITE 1450
DENVER, CO 80265-1050

NANCEE M MURRAY
SENIOR STAFF COUNSEL
CA DEPT OF FISH AND GAME
1416 NINTH ST., 12TH FLOOR
SACRAMENTO, CA 95814

JAMES H. POPE, DIRECTOR
SANTA CLARA, CALIFORNIA, CITY OF
1500 WARBURTON AVE
SANTA CLARA, CA 95050-3713

JAMES D PEMBROKE, ESQUIRE
DUNCAN, WEINBERG, GENZER & PEMBROKE
1615 M ST NW, STE 800
WASHINGTON, DC 20036-3213

RAYMOND C CAMACHO
SILICON VALLEY POWER
1500 WARBURTON AVE
SANTA CLARA, CA 95050-3713

MICHAEL PRETTO
SILICON VALLEY POWER
1500 WARBURTON AVE
SANTA CLARA, CA 95050-3713

ROBERT ISAAC, GEN. MANAGER
SOLANO IRRIGATION DISTRICT
508 ELMIRA RD
VACAVILLE, CA 95687-4931

MIKE MEINZ
FERC RELICENSING COORD.
CA DEPT OF FISH AND GAME
1701 NIMBUS RD, STE A
RANCHO CORDOVA, CA 95670-4503

MICHAEL D MACKNESS
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVE
ROSEMEAD, CA 91770-3714

CATHERINE M GIOVANNONI
STEPTOE & JOHNSON LLP
1330 CONNECTICUT AVE NW
WASHINGTON, DC 20036-1704

JAMES H. POPE, CHAIRMAN
TRANSMISSION AGENCY OF NORTHERN CA
PO BOX 15129
SACRAMENTO, CA 95851-0129

WALLACE L DUNCAN, ESQUIRE
DUNCAN, WEINBERG, GENZER & PEMBROKE
1615 M ST NW, STE 800
WASHINGTON, DC 20036-3213

STEVE FELTE, GEN. MANAGER
TRI-DAM PROJECT
PO BOX 1158
PINECREST, CA 95364-0158

CHARLTON H. BONHAM
HYDROPOWER COORDINATOR
TROUT UNLIMITED
SUITE 208
828 SAN PABLO AVE
ALBANY, CA 94706-1678

MICHAEL T BROMMER
TURLOCK IRRIGATION DISTRICT
333 E CANAL DR
TURLOCK, CA 95380-3946

UPPER NF FEATHER RIVER PROJECT LLC
JOHN A. WHITTAKER, IV
WINSTON & STRAWN
1400 L ST NW
WASHINGTON, DC 20005-3509

US DEPARTMENT OF AGRICULTURE
ART GAFFREY
SEQUOIA NATIONAL FOREST
900 W GRAND AVE
PORTERVILLE, CA 93257-2035

US DEPARTMENT OF AGRICULTURE
JIM BOYNTON
SIERRA NATIONAL FOREST
1600 TOLLHOUSE RD
CLOVIS, CA 93611-0532

US DEPARTMENT OF AGRICULTURE
JOHN PHIPPS
ELDORADO NATIONAL FOREST
100 FORNI RD
PLACERVILLE, CA 95667-5310

US DEPARTMENT OF AGRICULTURE
KENT CONNAUGHTON, SUPERVISOR
LASSEN NATIONAL FOREST
PO BOX 220
FALL RIVER MILLS, CA 96028-0220

US DEPARTMENT OF AGRICULTURE
MARK MADRID
PLUMAS NATIONAL FOREST
PO BOX 11500
QUINCY, CA 95971-6025

US DEPARTMENT OF AGRICULTURE
TOM QUINN
STANISLAUS NATIONAL FOREST
USDA FOREST SERVICE
19777 GREENLEY RD
SONORA, CA 95370-5909

JACK GIPSMAN, ATTORNEY
US DEPARTMENT OF AGRICULTURE
OFFICE OF GENERAL COUNSEL
33 NEW MONTGOMERY ST, FL 17
SAN FRANCISCO, CA 94105-4506

US DEPARTMENT OF THE INTERIOR
ERICA NIEBAUER
US DEPARTMENT OF THE INTERIOR
OFFICE OF THE REGIONAL SOLICITOR
2800 COTTAGE WAY, STE E1712
SACRAMENTO, CA 95825-1863

FERC COORDINATOR
US DEPARTMENT OF THE INTERIOR
8550 23RD STEET
SACRAMENTO, CA 95826

REGIONAL ENVIRON. OFFICER
US DEPARTMENT OF THE INTERIOR
1111 JACKSON ST, OFC 520
OAKLAND, CA 94607-4807

FIELD SUPERVISOR
US DEPARTMENT OF THE INTERIOR
2800 COTTAGE WAY, STE W2605
SACRAMENTO, CA 95825-1888

KAYLEE A ALLEN
US DEPARTMENT OF THE INTERIOR
OFFICE OF THE REGIONAL SOLICITOR
2800 COTTAGE WAY, STE E1712
SACRAMENTO, CA 95825-1863

KERRY O'HARA
US DEPARTMENT OF THE INTERIOR
2800 COTTAGE WAY, STE E1712
SACRAMENTO, CA 95825-1863

MARTIN BAUER
US DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
3310 EL CAMINO AVE, STE 300
SACRAMENTO, CA 95821-6377

JOHN C BEZDEK, OFC OF THE SOLICITOR
US DEPARTMENT OF THE INTERIOR
DIVISION OF LAND AND WATER
1849 C ST N. W., MS 6412
WASHINGTON, DC 20240-0001

HARRY WILLIAMSON
N.CA HYDRO COORDINATOR
US DEPARTMENT OF THE INTERIOR
PARK SERVICE
801 I ST RM 156-B
SACRAMENTO, CA 95814-2510

JERRY MENSCH
CA SPORTFISHING PROT. ALLIANCE
2553 STONEHAVEN DR.
SACRAMENTO, CA 95827-1141

REGIONAL DIRECTOR, PACIFIC REGION
US DEPARTMENT OF THE INTERIOR
2800 COTTAGE WAY, STE W2820
SACRAMENTO, CA 95825-1886

CHRISTOPHER WATSON, AGENCY COUNSEL
US DEPARTMENT OF THE INTERIOR
DIVISION OF INDIAN AFFAIRS - MS 6456-MIB
1849 C ST NW
WASHINGTON, DC 20240-0001

JACK BLACKWELL, REGIONAL FORESTER
US FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE
1323 CLUB DR
VALLEJO, CA 4592-1110

JUDY TARTAGLIA
TAHOE NATIONAL FOREST
ATTN: FERC/HYDRO COORDINATOR
631 COYOTE ST
NEVADA CITY, CA 95959-2250

WILLIAMS ENERGY SERVICES COMPANY
ALEX A. GOLDBERG MD 41-3
WILLIAMS COMPANIES, THE
PO BOX 2400
TULSA, OK 74102-2400

WILLIAMS ENERGY SERVICES COMPANY
ROGER PELOTE
WILLIAMS COMPANIES
12736 CALIFA ST
VALLEY VILLAGE, CA 91607-1011

CURT AIKENS, GENERAL MANAGER
YUBA COUNTY WATER AGENCY
1402 D ST
MARYSVILLE, CA 95901-4226

JOSHUA M HOROWITZ
ASSISTANT GENERAL COUNSEL
BARTKIEWICZ, KRONICK & SHANAHAN
1011 22ND ST
SACRAMENTO, CA 95816-4907

LEAH WILLS
FOREST COMMUNITY RESEARCH
PO BOX 11
TAYLORSVILLE, CA 95983

RENIA ROGERS
MAIDU CULTURAL AND DEV GROUP
MAIAU CULTURAL AND DEV
PO BOX 426
GREENVILLE, CA 95947

ERIC J. THEISS, FISHERY BIOLOGIST
NMFS
650 CAPITOL MALL
SUITE 8-300
SACRAMENTO, CA 95814

DIRECTOR
NATIONAL PARK SERVICE
2800 COTTAGE WAY
W-1834, CA-942
SACRAMENTO, CA 95825-1846

TOM HUNTER, DIRECTOR
PLUMAS COUNTY
1834 E MAIN ST.
QUINCY, CA 95971-9795

KURT W. BILAS
RELIANT RESOURCES, INC.
SUITE 620
801 PENNSYLVANIA AVE. NW
WASHINGTON, DC 20004-2615

TROY KELLETT, MANAGER
RICHVALE IRRIGATION DISTRICT (CA)
PO BOX 147
RICHVALE, CA 94974-0147

DANA DIFFERDING
SWRCB
PO BOX 100
SACRAMENTO, CA 95812-0100

DANA DIFFERDING
SWRCB
PO BOX 100
SACRAMENTO, CA 95812-0100

FERC COORDINATOR
USFWS
BUREAU OF INDIAN AFFAIRS
2800 COTTAGE WAY
ROOM W-2820
SACRAMENTO, CA 95825-1846

DIRECTOR
US DEPARTMENT OF THE INTERIOR
1849 C ST NW
SUITE MS 6456
WASHINGTON, DC 20240-0001

JENNIFER L FROZENA
US DEPARTMENT OF INTERIOR
1849 C STREET NW
MAILSTOP 6557
WASHINGTON, DC 20240-0001

KEVIN TANAKA
US DEPARTMENT OF INTERIOR
1849 C ST NW
OFFICE OF THE SOLICITOR
MS 6456
WASHINGTON, DC 20240-0001

REGIONAL ENVIRONMENTAL OFFICER
US DEPARTMENT OF INTERIOR
1111 JACKSON ST
OFFICE 520
OAKLAND, CA 94607-4807

DISTRICT CHIEF
US GEOLOGICAL SURVEY
PLACER HALL
6000 J STREET
SUITE 2012
SACRAMENTO, CA 95819-6129

TED TRIMBLE
WESTERN CANAL WATER DISTRICT
PO BOX 190
RICHVALE, CA 95974-0190